



Pakistan Water And Power Development Authority

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OFFICE OF THE
CHIEF ENGINEER/DG (P&D)
WAPDA, SUNNY VIEW ESTATE
KASHMIR ROAD, LAHORE
PAKISTAN
POST CODE: 54880

No. DG (P&D)/D(P&V)/ Automotive Batteries /FA-12/4368-4418

DATED : 01.10.2026

General Managers/ (Coord) Power/ (Hydel) Dev/(Hydel) Opr /(M & S)/Fin:(I & P)/ (CCC)/ (Training)/ (Fin:) Power / Fin: (Water)/ (C & M) Water/Hydro Planning/(TS)/(Central Water)/(CDO)/(P) South/ (P) North/Project Northern Areas/ (GBHP)/(TDP)/(HRD)/ Dasu/(NJHEPC)/ Power Tarbela/DBDP/Mohmand Dam Project/K-4 Project

Chief Engineer (Hydel) Dev / (Hydel) Operation/ (O&M) Besham / Warsak/ Mangla/Tarbela/Tarbela 4th extension HPS/ (Civil) / (CS) CCC / (H&WM) / (H)P /Jinnah HPP / (DSO) / (Kachhi-Canal/ (RaineCanal)/(W)West/LIRBP/Nai Gaj Dam / Keyal Khwar / Chief Auditor WAPDA/Hub Dam/ CRRK Karachi/Khuram Tangi / Ghazi Barotha Attock

Director General (HR & A)/ (Services)/(MS)WAPDA Hospital Lahore/WASC Islamabad/Fin: (B & C)/ (WSB)/Establishment

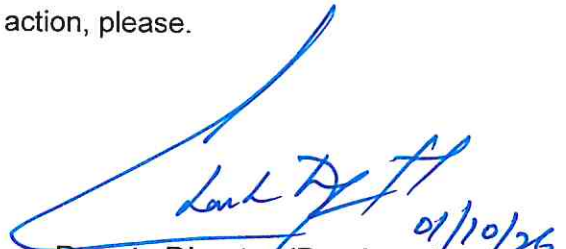
Resident Engineer /(Chashma)/(Jinnah)/(Warsak)/ SE(Small HPS)Mangla / Khan Khwar / Dubair Kwar / Allai Khwar/Chitral (O&M)/HPS Dargai/HPS Jabban/ Gomal Zam

Director Transport/(Security) WAPDA/Public Relations / Director (S&E) Wapda / PD Building Circle.

Subject: **CLOSED FRAMEWORK AGREEMENT FOR THE SUPPLY OF AUTOMOTIVE BATTERIES TO ALL WAPDA FORMATIONS**

Please find enclosed herewith of under reference Closed Framework Agreement (Rate Contract) for supply of **Automotive Batteries with M/s Dynamic Engineering Solution (SMC-Private) Limited**. All WAPDA formations are requested to place their Call-Off Contract (Purchase Order) as per their requirement. The sample letter for award of Call-Off Contract and readiness of Payment are also attached at the end of Framework Agreement.

This is for your kind Information and further necessary action, please.


Deputy Director (Purchase)
O/o Chief Engineer /DG (P & D)
WAPDA, Sunny View, Lahore

CC:

1- M/s Dynamic Engineering Solution (SMC-Private) Limited, Office No. 223, Iqbal Shopping Complex, The Mall Lahore.

Framework Agreement For The Supply Of Automotive Batteries



Dynamic Engineering
Solution (SMC-Private) Limited
Director: Junaid Khan



Deputy Director (Purchase)
Purchase & Disposal WAPDA

Framework Agreement

4368-4412

This Closed Framework Agreement No. DG (P&D)/D(P&V)/Automotive Batteries/FA- 12 is made for the supply of Automotive Batteries on the ____ day of ____, 2026. 01/10/26

Between

The Procuring Agency(s) i.e Chief Engineer / DG (P&D), WAPDA, Sunny View Estate, Lahore and Rest of All WAPDA Formations)

And

M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad.

a corporation incorporated under the laws of Pakistan and having its principal place of business at

Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad.

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

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

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

- Section A:** Framework Agreement General Provisions
- Section B:** Framework Agreement Specific Provisions
- Schedule 1:** Schedule of Requirements
- Schedule 2:** Price Schedules
- Schedule 3:** Call-off Contract: General Conditions of Contract (GCC)
- Schedule 4:** Call-off Contract: Special Conditions of Contract (SCC)
- Schedule 5:** Call-Off Contract Procedure (Secondary Procurement)
- Schedule 6:** Forms (Sample Letter) for Call-off Contract





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

Signed:



29/09/26

Full name: Mr. Shoaib Mohammad

Agency: Wapda

In the capacity of: Deputy Director (Purchase)

In the presence of

For and on behalf of the Supplier:

Signed:



**Dynamic Engineering
Solution (SMC-Private) Limited
Director: Junaid Khan**

Full name: Engr. Junaid Khan

Agency: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd.

In the capacity: CEO

In the presence of




Deputy Director (Purchase)
Purchase & Disposal WAPDA

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Solution (SMC-Private) Limited
Director: Junaid Khan


Deputy Director (Purchase)
Purchase & Disposal WAPDA

Section A: Framework Agreement General Provisions (FAGP)



**Dynamic Engineering
Solution (SMC-Private) Limited
Director: Junaid Khan**



**Deputy Director (Purchase)
Purchase & Disposal WAPDA**

Section A

Framework Agreement General Provisions (FAGP)

1. Definitions

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

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

2. Framework Agreement Documents

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

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

3. Supplier's obligations

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

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

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

- a) of the quality, type and as otherwise specified in the


**Dynamic Engineering
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Director: Junaid Khan**


**Deputy Director (Purchase)
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Framework Agreement, Schedule 1: Schedule of Requirements,

- b) at the Contract Price specified in the Call-off Contract and
- c) in such quantities, at such times and to such locations as specified in the Call-off Contract.

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

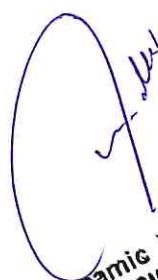
3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

4. Continued Qualification and Eligibility

4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in the **FA Specific Provisions**.

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


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

5. Term

- 5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.
- 5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended (subject to the condition that the total duration of the framework agreement shall not exceed three year), at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring Agency shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

6. Representative

- 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

7. Role of Procuring Agency

- 7.1 The role of PA is to manage and administer the Framework Agreement(s). The Procuring Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring Agency named in the Call-off Contract.

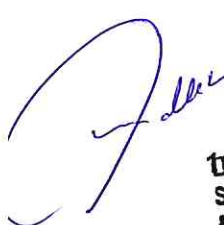
8. Contract Price

- 8.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

9. Performance Security (or Guarantee)

- 9.1 The Procuring Agency may require a Performance Security (or guarantee) from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security (or guarantee) contained in the Call-off Contract Special Conditions of Contract.

- 10.1 This Framework Agreement, and any Call-off Contract, as


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well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

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

11. Notices

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

12. Fraud and Corruption

12.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

13. Records, inspections and audit

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

14. Confidential Information

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

14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

a) now, or in future, enters the public domain through no fault of that party

b) can be proven to have been possessed by that party at

the time of disclosure and which was not previously

obtained, directly or indirectly, from the other party


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

15. Governing Law

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

16. Change to the Framework Agreement

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

17. Termination of the Framework Agreement

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

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

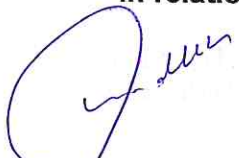
- 17.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Agency's convenience, the extent to which the performance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

18. Consequence of expiry or termination

- 18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

19. Dispute resolution in relation to this

- 19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith,


**Dynamic Engineering
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Director: Junaid Khan**


**Deputy Director (Purchase)
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Framework Agreement

make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20. Dispute resolution in relation to Call-off Contracts

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

20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

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


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Section B: Framework Agreement Specific Provisions

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

FAGP Reference Clause	FASP Description
FAGP 1 (h) Goods	This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of Automotive Batteries for all WAPDA formations, comprising Dry Charged Unfilled, Maintenance Free and Tubular batteries. The Goods are more fully described in Schedule 1: Schedule of Requirements. The accepted brand is OSAKA, as offered by the Supplier and reflected in the procurement record.
FAGP 1 (n)	This is a Single-User Framework Agreement between The Procuring Agency(s), i.e. Chief Engineer / DG (P&D), WAPDA, Sunny View Estate, Lahore, and all other WAPDA formations and The Supplier, M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad.
FAGP 1 (k)	The Procuring Agency's Country is: <i>Pakistan</i>
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Bid
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. India & Isreal
FAGP 5.1 Term	The Term of this Framework Agreement is 06 months from the Commencement Date and Extendable to 06 months maximum Period of one year.
FAGP 5.2 Term extension(s)	This Closed Framework Agreement shall remain in-force for a period of "6-Months" from the date of its issue, extendable for a period of further 6-Months (Total of 1-Year) subject to agreement of prices and other terms/conditions by both the parties.

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FAGP 6.1 Representatives	<u>Procuring Agency's Representative</u> The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Full name: Shoaib Mohammad Title/position: Deputy Director (Purchase) Address: O/o CE/DG(P&D) WAPDA, Sunny view estate, Lahore. Phone: 042-99204446 E-mail: dgpd.wapda@gmail.com
FAGP 6.1 Representatives	<u>Supplier's Representative</u> The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Full name: Engr. Junaid Khan Title/position: CEO Address: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad. Phone: 0313-5890188 E-mail: engr_junaidkhan@desolutions.org
FAGP 8.1 Contract Price	The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be the Base Price stipulated in the Framework Agreement, Schedule 2.
FAGP 8.1 Contract Price	Adjustments to the Base Price (Not applicable)
FAGP 9.1 Performance Security	The Supplier shall submit / has submitted Performance Security in the amount, form and validity period prescribed in the bidding documents / Letter of Acceptance. Particulars of the Performance Security shall be inserted below before execution of this Framework Agreement: Amount: Rs. 800,000/- (300,000/- + 500,000/-) Instrument / Bank: UBL SD No. 00345398 dated 25.08.26 & 00345419 dated 22.09.26 The Performance Security shall be released in accordance with the Framework Agreement and shall be liable to forfeiture in case of failure to execute any Call-off Contract, non-supply, short supply, or supply of substandard material attributable to the Supplier.
FAGP 10.1 Language	The language of this Framework Agreement and any Call-off Contract is English.
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	The rules of procedure for arbitration proceedings shall be as follows: "In the case of a dispute between the Procuring Agency and a Supplier who is a national of the Procuring Agency's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's Country." The place of arbitration will be <i>Lahore, Pakistan</i> .


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Following additional Special Provisions are added:

FASP Reference Clause	FASP Description
FASP 21 Additional instructions	i. The Supplier shall be entirely responsible for the successful execution of the contract in all respects and in accordance with the terms and conditions as specified in the contract. ii. All the Indenting Formations of WAPDA will be fully responsible that the quantities supplied by the firm are complete and as per Call-Off Contract and the quality of the stores are as per Specifications. iii. In case of report of Short Supplies or Sub-Standard supplies, Supplier will be fully responsible and WAPDA reserves the rights to initiate action as per law, which will lead to forfeiture of Security and Black-listing of the firm and owner. iv. The Supplier's six months' supply performance will be monitored. Satisfactory supply record will qualify Supplier's firm for extension in FA subject to agreement of prices and other terms and conditions. v. Firm orders based on this FA may be placed by various WAPDA Formations. No guarantee can be given as to the quantity of stores which would actually be lifted during the period of this FA by the Indenters by placing direct orders on Supplier. Supplier will, however, not be absolved of the responsibility to meet the demands of Indenting Officer, if the quantities exceed the estimated requirement. The Indenter, however, reserves the right to obtain from any other source, the stores covered by this FA / Call-Off Contract to meet the demand in an emergency, if the Chief Engineer / Director General (P & D) WAPDA, Lahore (whose decision shall be final) is satisfied that Supplier is not in a position to supply the specified quantities within the period in which supplies are required and Supplier will have no claim on this behalf against the purchaser. vi. Indenter/ Consignee are all WAPDA Formations. vii. All the Conditions mentioned in Call-Off Contract Section are also applicable.



Dynamic Engineering
Solution (SMC-Private) Limited
Director: Junaid Khan


Deputy Director (Purchase)
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SCHEDULE 1: Schedule of Requirements

1. List of Goods and Delivery Period

Sr. No.	Description of Store	Unit	Delivery Period
1	Dry Charged Unfilled - 7 Plates/Cell, 32 AH	No.	As specified in the individual Call-off Contract and the Special Conditions of Contract.
2	Dry Charged Unfilled - 9 Plates/Cell, 38 AH	No.	
3	Dry Charged Unfilled - 11 Plates/Cell, 50 AH	No.	
4	Dry Charged Unfilled Thin / Thick - 11 Plates/Cell, 50 AH	No.	
5	Dry Charged Unfilled - 12 Plates/Cell, 50 AH	No.	
6	Dry Charged Unfilled - 9 Plates/Cell, 50 AH	No.	
7	Dry Charged Unfilled - 11 Plates/Cell, 60 AH	No.	
8	Dry Charged Unfilled - 13 Plates/Cell, 70 AH	No.	
9	Dry Charged Unfilled - 11 Plates/Cell, 72 AH	No.	
10	Dry Charged Unfilled - 13 Plates/Cell, 80 AH	No.	
11	Dry Charged Unfilled - 15 Plates/Cell, 85 AH	No.	
12	Dry Charged Unfilled - 13 Plates/Cell, 90 AH	No.	
13	Dry Charged Unfilled - 15 Plates/Cell, 100 AH	No.	
14	Dry Charged Unfilled - 17 Plates/Cell, 105 AH	No.	
15	Dry Charged Unfilled - 15 Plates/Cell, 105 AH	No.	
16	Dry Charged Unfilled - 17 Plates/Cell, 110 AH	No.	
17	Dry Charged Unfilled - 19 Plates/Cell, 115 AH	No.	
18	Dry Charged Unfilled - 19 Plates/Cell, 120 AH	No.	
19	Dry Charged Unfilled - 21 Plates/Cell, 130 AH	No.	
20	Dry Charged Unfilled - 23 Plates/Cell, 145 AH	No.	
21	Dry Charged Unfilled - 21 Plates/Cell, 135 AH	No.	
22	Dry Charged Unfilled - 23 Plates/Cell, 150 AH	No.	
23	Dry Charged Unfilled - 25 Plates/Cell, 175 AH	No.	
24	Dry Charged Unfilled - 27 Plates/Cell, 180 AH	No.	
25	Dry Charged Unfilled - 27 Plates/Cell, 180 AH	No.	


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Sr. No.	Description of Store	Unit	Delivery Period
26	Dry Charged Unfilled - 31 Plates/Cell, 200 AH	No.	As specified in the individual Call-off Contract and the Special Conditions of Contract.
27	Dry Charged Unfilled - 33 Plates/Cell, 215 AH	No.	
28	Dry Charged Unfilled - 5 Plates/Cell, 22 AH	No.	
29	Dry Charged Unfilled - 9 Plates/Cell, 50 AH	No.	
30	Dry Charged Unfilled - 9 Plates/Cell, 55 AH	No.	
31	Dry Charged Unfilled - 25 Plates/Cell, 130 AH	No.	
32	Dry Charged Unfilled - 29 Plates/Cell, 145 AH	No.	
33	Dry Charged Unfilled - 19 Plates/Cell, 120 AH	No.	
34	Dry Charged Unfilled - 21 Plates/Cell, 130 AH	No.	
35	Dry Charged Unfilled - 23 Plates/Cell, 160 AH	No.	
36	Dry Charged Unfilled - 25 Plates/Cell, 175 AH	No.	
37	Maintenance Free - 5 Plates/Cell, 20 AH	No.	
38	Maintenance Free - 9 Plates/Cell, 38 AH	No.	
39	Maintenance Free - 11 Plates/Cell, 40 AH	No.	
40	Maintenance Free - 11 Plates/Cell, 48 AH	No.	
41	Maintenance Free - 12 Plates/Cell, 50 AH	No.	
42	Maintenance Free - 9 Plates/Cell, 50 AH	No.	
43	Maintenance Free - 11 Plates/Cell, 75 AH	No.	
44	Maintenance Free - 11 Plates/Cell, 75 AH	No.	
45	Maintenance Free - 13 Plates/Cell, 80 AH	No.	
46	Maintenance Free - 15 Plates/Cell, 90 AH	No.	
47	Maintenance Free - 15 Plates/Cell, 95 AH	No.	
48	Maintenance Free - 17 Plates/Cell, 100 AH	No.	
49	Maintenance Free - 21 Plates/Cell, 125 AH	No.	
50	Maintenance Free - 25 Plates/Cell, 150 AH	No.	
51	Maintenance Free - 33 Plates/Cell, 200 AH	No.	
52	Maintenance Free - 9 Plates/Cell, 45 AH	No.	

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Sr. No.	Description of Store	Unit	Delivery Period
53	Maintenance Free - 11 Plates/Cell, 60 AH	No.	As specified in the individual Call-off Contract and the Special Conditions of Contract.
54	Maintenance Free - 13 Plates/Cell, 66 AH	No.	
55	Maintenance Free - 17 Plates/Cell, 88 AH	No.	
56	Tubular - 5 Plates/Cell, 78 AH	No.	
57	Tubular - 5 Plates/Cell, 185 AH	No.	
58	Tubular - 6 Plates/Cell, 200 AH	No.	
59	Tubular - 7 Plates/Cell, 250 AH	No.	
60	Tubular - 9 Plates/Cell, 280 AH	No.	
61	Tubular - 9 Plates/Cell, 330 AH	No.	

Technical Requirements: All Automotive Batteries shall strictly conform to the technical specifications, type, plates per cell, ampere-hour (AH) rating, quality requirements and other conditions contained in the bidding documents. The offered / accepted brand is OSAKA. Inspection and testing requirements, where applicable, shall be as prescribed in the bidding documents and the Call-off Contract.



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SCHEDULE 2: Price Schedules

1. Detail of Automotive Batteries to be supplied along with evaluated unit rates / make is provided under:

Sr. No.	Description of Store	M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd. (Brand: OSAKA)
		Unit Rate (PKR), excluding GST
1	Dry Charged Unfilled - 7 Plates/Cell, 32 AH	12,300
2	Dry Charged Unfilled - 9 Plates/Cell, 38 AH	12,500
3	Dry Charged Unfilled - 11 Plates/Cell, 50 AH	14,500
4	Dry Charged Unfilled Thin / Thick - 11 Plates/Cell, 50 AH	15,200
5	Dry Charged Unfilled - 12 Plates/Cell, 50 AH	17,500
6	Dry Charged Unfilled - 9 Plates/Cell, 50 AH	17,500
7	Dry Charged Unfilled - 11 Plates/Cell, 60 AH	20,200
8	Dry Charged Unfilled - 13 Plates/Cell, 70 AH	23,500
9	Dry Charged Unfilled - 11 Plates/Cell, 72 AH	21,800
10	Dry Charged Unfilled - 13 Plates/Cell, 80 AH	24,100
11	Dry Charged Unfilled - 15 Plates/Cell, 85 AH	26,200
12	Dry Charged Unfilled - 13 Plates/Cell, 90 AH	26,000
13	Dry Charged Unfilled - 15 Plates/Cell, 100 AH	30,000
14	Dry Charged Unfilled - 17 Plates/Cell, 105 AH	32,200
15	Dry Charged Unfilled - 15 Plates/Cell, 105 AH	32,200
16	Dry Charged Unfilled - 17 Plates/Cell, 110 AH	33,500
17	Dry Charged Unfilled - 19 Plates/Cell, 115 AH	35,700
18	Dry Charged Unfilled - 19 Plates/Cell, 120 AH	38,500
19	Dry Charged Unfilled - 21 Plates/Cell, 130 AH	41,000
20	Dry Charged Unfilled - 23 Plates/Cell, 145 AH	43,000
21	Dry Charged Unfilled - 21 Plates/Cell, 135 AH	45,000

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Sr. No.	Description of Store	M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd. (Brand: OSAKA)
		Unit Rate (PKR), excluding GST
22	Dry Charged Unfilled - 23 Plates/Cell, 150 AH	47,000
23	Dry Charged Unfilled - 25 Plates/Cell, 175 AH	52,000
24	Dry Charged Unfilled - 27 Plates/Cell, 180 AH	56,000
25	Dry Charged Unfilled - 27 Plates/Cell, 180 AH	57,200
26	Dry Charged Unfilled - 31 Plates/Cell, 200 AH	65,500
27	Dry Charged Unfilled - 33 Plates/Cell, 215 AH	68,000
28	Dry Charged Unfilled - 5 Plates/Cell, 22 AH	7,800
29	Dry Charged Unfilled - 9 Plates/Cell, 50 AH	17,500
30	Dry Charged Unfilled - 9 Plates/Cell, 55 AH	18,500
31	Dry Charged Unfilled - 25 Plates/Cell, 130 AH	43,000
32	Dry Charged Unfilled - 29 Plates/Cell, 145 AH	49,000
33	Dry Charged Unfilled - 19 Plates/Cell, 120 AH	44,000
34	Dry Charged Unfilled - 21 Plates/Cell, 130 AH	48,200
35	Dry Charged Unfilled - 23 Plates/Cell, 160 AH	52,500
36	Dry Charged Unfilled - 25 Plates/Cell, 175 AH	56,500
37	Maintenance Free - 5 Plates/Cell, 20 AH	9,300
38	Maintenance Free - 9 Plates/Cell, 38 AH	15,000
39	Maintenance Free - 11 Plates/Cell, 40 AH	17,000
40	Maintenance Free - 11 Plates/Cell, 48 AH	20,100
41	Maintenance Free - 12 Plates/Cell, 50 AH	18,500
42	Maintenance Free - 9 Plates/Cell, 50 AH	19,200
43	Maintenance Free - 11 Plates/Cell, 75 AH	21,700
44	Maintenance Free - 11 Plates/Cell, 75 AH	21,700



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Sr. No.	Description of Store	M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd. (Brand: OSAKA)
		Unit Rate (PKR), excluding GST
45	Maintenance Free - 13 Plates/Cell, 80 AH	26,500
46	Maintenance Free - 15 Plates/Cell, 90 AH	30,000
47	Maintenance Free - 15 Plates/Cell, 95 AH	33,000
48	Maintenance Free - 17 Plates/Cell, 100 AH	36,000
49	Maintenance Free - 21 Plates/Cell, 125 AH	45,000
50	Maintenance Free - 25 Plates/Cell, 150 AH	53,500
51	Maintenance Free - 33 Plates/Cell, 200 AH	71,000
52	Maintenance Free - 9 Plates/Cell, 45 AH	18,300
53	Maintenance Free - 11 Plates/Cell, 60 AH	22,300
54	Maintenance Free - 13 Plates/Cell, 66 AH	25,600
55	Maintenance Free - 17 Plates/Cell, 88 AH	32,500
56	Tubular - 5 Plates/Cell, 78 AH	30,000
57	Tubular - 5 Plates/Cell, 185 AH	51,000
58	Tubular - 6 Plates/Cell, 200 AH	72,300
59	Tubular - 7 Plates/Cell, 250 AH	79,600
60	Tubular - 9 Plates/Cell, 280 AH	99,500
61	Tubular - 9 Plates/Cell, 330 AH	102,000



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SCHEDULE 3: Call-off Contract General Conditions of Contract (GCC)

Preamble

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

1. Definitions

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


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Contract.

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

2. Contract Documents

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

3. Fraud and Corruption

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

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms specified in the SCC.
 - b) The terms EXW, CIP, FCA, CFR, CIF, FOB and other similar terms, when used, shall be governed by the rules prescribed in


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the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

4.6 Severability

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

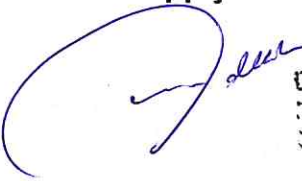
5. **Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Agency, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.


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- 6. Joint Venture Consortium or Association** 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.
- 7. Eligibility** 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices** 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the **FA Specific Provision**.
- 10. Settlement of Disputes** 10.1 Settlement of Disputes for Call-off Contracts shall be as specified in the **SCC**.
- 11. Inspections and Audit** 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of the Appendix to the Call-off Contract General Conditions of Contract, the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, and to have such accounts and records audited by auditors appointed by the Procuring Agency.
- 11.3 The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to GCC Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights constitute a prohibited practice subject to contract termination .
- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Call-off Contract.


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- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion dates, or schedule, specified in the Call-off Contract. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the scope of supply in accordance with GCC Clause 12, and the delivery and completion dates or schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall be in accordance with the provisions of the Framework Agreement, Schedule 2, after the application of any price adjustments authorized in the SCC, with the exception of a price obtained through competitive quotations (mini-competition) at the Secondary Procurement selection stage.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Agency has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Procuring Agency fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For Goods manufactured outside the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Agency's Country.
- 17.2 For Goods Manufactured within the Procuring Agency's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.



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

18. Performance Guarantee

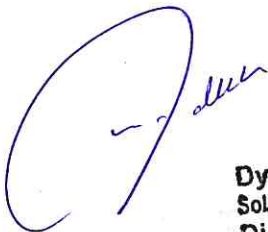
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security (or guarantee) for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security (or guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security (or guarantee, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Agency; and shall be in one of the format stipulated by the Procuring Agency in the SCC, or in another format acceptable to the Procuring Agency.
- 18.4 The Performance Security (or guarantee) shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

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

20. Confidential Information

- 20.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier.
- 20.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the



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Procuring Agency for any purpose other than the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and GCC Sub-Clauses 20.2 above, however, shall not apply to information that:
- 20.4 now or hereafter enters the public domain through no fault of that party;
- 20.5 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- 20.6 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.7 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.8 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clause 3 and GCC Clause 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- 22.2 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards more fully described in the Framework Agreement, Schedule 1: Schedule of Requirements, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- 22.3 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency.
- 22.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Framework Agreement, Schedule 1: Schedule of Requirements. During Contract execution, any


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

23. Packing and Documents

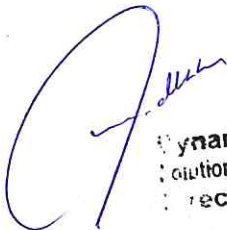
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Agency.

24. Insurance

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

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following Related Services, including additional Related Services, if any, specified in the SCC:
- 25.3 (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- 25.4 (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 25.5 (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 25.6 (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- 25.7 (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.8 Prices charged by the Supplier for incidental Related Services, if not included in the Contract Price for the Goods, shall be agreed

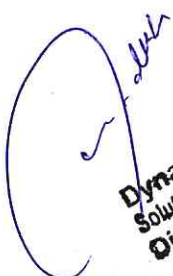

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upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Agency carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Framework Agreement, Schedule 1: Schedule of Requirements, and/or the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Agency's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 26.3 The Procuring Agency or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Agency bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring


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Agency, and shall repeat the test and/or inspection, at no cost to the Procuring Agency, upon giving a notice pursuant to GCC Sub-Clause 26.4.

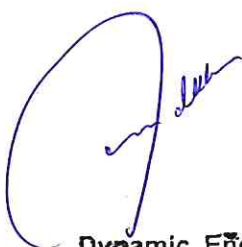
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations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

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Agency.
- 28.6 If having been notified, the Supplier fails to remedy the defect



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

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- 29.2 the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- 29.3 the sale in any country of the products produced by the Goods.
- 29.4 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.5 If any proceedings are brought or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.6 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its own behalf.
- 29.7 The Procuring Agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.8 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or



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alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- 30.2 the Supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
- 30.3 the aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed 10% of the total Contract Price, however not less than PKR One million, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Agency with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 7 (seven) days prior to (i) in case of Direct Contracting, the date of issuance of Letter of Award of Call-off contract or (ii) in case of mini-competition, the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring


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Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change
Orders and
Contract
Amendments**

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

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

33.3 the method of shipment or packing;

33.4 the place of delivery; and

33.5 The Related Services to be provided by the Supplier.

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

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

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

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

33.10 a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including whole life cycle costs) the Procuring Agency may incur in implementing the


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value engineering proposal; and

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

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.



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35. Termination**35.1 Termination for Default**

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

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

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

35.5 if the Supplier, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as set forth in the Appendix to these GCC, in competing for or in executing the Contract.

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

35.7 Termination for Insolvency.

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

35.9 Termination for Convenience.

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

35.11 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:

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


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

36. Assignment

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

**37. Export
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to the country of the Procuring Agency, or to the use of the products/goods, systems or Related Services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Agency's convenience pursuant to GCC Sub-Clause 35.3.


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SCHEDULE 4: Special Conditions of Call-off Contract (SCC)

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

GCC Reference Clause	SCC Description
Contract Price GCC 1 (d)	The text from, "subject to such additions...." till end is deleted.
Subcontractor GCC 1 (l)	Not applicable
(Project Site/Final Destination) GCC 1.1(n)	The Project Site(s)/Final Destination(s) are <i>All WAPDA Formations</i> .
Incoterms GCC 4.2 (b)	The edition of Incoterms that shall apply is Delivered at Place unloaded (DPU).
Language GCC 5	English
Joint Venture GCC 6	Not applicable
Addresses for notices GCC 8.1	For notices, the Procuring Agency's address shall be: Attention: Deputy Director (Purchase) Address: O/o CE/DG(P&D) Wapda sunny view Estate Lahore Phone: 042-99206664 E-mail: dgpd.wapda@gmail.com Address for notices to the Supplier: Attention: Engr. Junaid Khan Address: Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad. Phone: 0313-5890188 E-mail: engr_junaidkhan@desolutions.org
Governing Law GCC 9	The contract shall be governed by the Laws of Pakistan as amended from time to time. The provisions of the FA and Call-off Contract shall be binding on Supplier, on assignees, executors, administrators and all those who have any interest pecuniary or otherwise in supplier's concern.
Settlement of Disputes GCC 10.1	The settlement of disputes for Call-off Contracts shall be in accordance with FAGP 20.2
Delivery and Documents GCC 13	The delivery of the ordered stores will preferably be made from the Ware- House of Supplier to the site of the consignee's stores on DAPU Incoterm 2022 basis.

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The rates mentioned in schedule 2 of FA are on the basis of Delivery at place of unloading (DAPU) through any transport means and Supplier will be required to dispatch the material to the consignee at out station on "Freight Paid" basis. The relevant Railway/Truck receipt should be forwarded to Indenter/Consignee under Registered A.D covering letter, so as to reach him well in advance of the arrival of the consignment at Consignee's Store. Supplier will also be responsible of expenditures incurred for transportation of material from Railway Station/Truck Adda to Consignee's Store being FCS delivery. A confirmatory letter showing Railway/Truck receipt (No. & Date), Purchase Order (No. & Date) quality and quantity of goods dispatched should also be sent to consignees enabling him to take delivery of the consignment against an indemnity bond. In the event of Railway Receipt/ Transport Receipt not being received by him in time, supplier will be responsible for any loss, demurrage until goods reach the destination. Supplier will be responsible for payment of freight as well as transit losses, till such time goods reaches destination i.e. consignee stores.

Delivery Time:

a) Call-Off Contract (Purchase Order) Valuing up to Rs. 500,000/- (Rupees Five Lac) without GST

The Supplier shall supply the goods against each Call-off Contract within forty-five (45) days from the date of issuance of the Call-off Contract.

The Consignee shall immediately transmit to the Supplier a duly signed copy of the Call-off Contract via email/WhatsApp, followed by the hard copy through courier, with a copy endorsed to CE/DG (P&D).

The Supplier shall submit the advance bill to the Consignee within ten (10) days from the date of issuance of the Call-off Contract. In case of delay beyond ten (10) days, Liquidated Damages (LD) shall be imposed for the number of days exceeding the stipulated period.

Upon receipt of the advance bill, the Consignee shall issue the Payment Readiness Certificate at the earliest possible time, in accordance with the specimen appended to the Framework Agreement.

The Supplier shall deliver the stores within thirty five (35) days from the date of issuance of the Payment Readiness Certificate. In case of delay beyond thirty five (35) days, Liquidated Damages (LD) shall be imposed for the number of days exceeding the stipulated period.

All Consignees shall immediately forward copies of the Purchase Order and the Payment Readiness Certificate to the Supplier via email/WhatsApp, with a copy to CE/DG (P&D), WAPDA.

Note: The period between the submission of the advance bill by the Supplier and the issuance of the Payment Readiness

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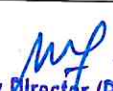
	Certificate by the Indenter shall be treated as a standstill period and shall not be counted against the Supplier for the purpose of delivery time or imposition of liquidated damages. b) Call-Off Contract (Purchase Order) Valuing More than Rs 500,000/- (Rupees Five Lac) without GST The Supplier shall supply the goods against each Call-off Contract within forty-five (45) days from the date of issuance of the Call-off Contract. The Consignee shall immediately transmit to the Supplier a duly signed copy of the Call-off Contract via email/WhatsApp, followed by the hard copy through courier, with a copy endorsed to CE/DG (P&D). The Supplier shall submit the advance bill to the Consignee within ten (10) days from the date of issuance of the Call-off Contract. In case of delay beyond ten (10) days, Liquidated Damages (LD) shall be imposed for the number of days exceeding the stipulated period. Upon receipt of the advance bill, the Consignee shall issue the Payment Readiness Certificate at the earliest possible time, in accordance with the specimen appended to the Framework Agreement. The Supplier shall submit an inspection call to the office of the Chief Engineer / DG (P&D), WAPDA, within ten (10) days from the date of issuance of the Payment Readiness Certificate, along with inspection charges amounting to 0.5% of the call of contract value, in the form of a Call Deposit Receipt (CDR) in favor of DG (P&D), WAPDA. In case of delay beyond ten (10) days, Liquidated Damages (LD) shall be imposed for the number of days exceeding the stipulated period. Upon receipt of the inspection call, the office of the Chief Engineer / DG (P&D), WAPDA shall conduct the inspection and issue the Inspection Certificate accordingly. The Supplier shall deliver the stores within twenty-five (25) days from the date of issuance of the Inspection Certificate. In case of delay beyond twenty five (25) days, Liquidated Damages (LD) shall be imposed for the number of days exceeding the stipulated period. All Consignees shall immediately forward copies of the Purchase Order and the Payment Readiness Certificate to the Supplier via email/WhatsApp, with a copy to CE/DG (P&D), WAPDA. Note: The period between (i) the submission of the advance bill by the Supplier and the issuance of the Payment Readiness Certificate by the Indenter, and (ii) the submission of the inspection call by the Supplier and the issuance of the Inspection Certificate, shall be treated as a standstill period and shall not be counted against the Supplier for the purpose of calculating the delivery period or imposing liquidated damages.
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	Normally stores will be delivered to the Indenter/Consignee against the Call-Off Contract placed by them during the Framework Agreement period, but supplier shall not be absolved of the responsibilities of delivering the quantities, against firm orders which are placed upon supplier by the Indenter /Consignee. The accepted goods if delivered within specified delivery time as explained above will be without liquidated damages; otherwise the same would be treated as late delivery. However, in Supplier's own interest, he should keep some quantities ready for the delivery with him. The rates approved are on DAPU basis (Delivery at Place of Unloading) and the material shall be dispatched to consignee store(s) through any reliable Transport means (Train/Truck etc.) at Supplier's risk. All losses during transit will be replaced at supplier's cost against the claim preferred on Supplier within 15 days of the receipt of consignment by consignee. The Consignee will hand over the number of items or complete unit(s) damaged during dispatch for replacement. Supplier will be bound to supply the monthly record of all orders received, indicating material on Order, Material supplied, name of Call-off Contract issuing formations, exact quantity and total value positively to this office along with copies of Call-off Contracts for monitoring and record. In case of non-compliance, appropriate action will be taken against supplier.
Contract Price GCC 15.1	The text from, "after the application of any price adjustments...." till end is hereby deleted.
Terms of payment GCC 16.1	The text mentioned from 16.1 to 16.5 are deleted and replaced with the following text: No Advance payment shall be made to the firm in any case whatsoever against the Call-Off Contract (PO). However, readiness of the payment will be intimated by the concerned formation. Supplier will be entitled to receive 100% payment from the Consignee for supplying goods contained in Call-Off Contract to WAPDA formations. The payment will be made in the shape of Pay Order/Demand Draft/Crossed Cheque Payee's account through an authorized person. The Pay Order/Demand Draft/Crossed Cheque will be handed over only when stores /material are received and accepted against manufacturer's warranty and to the entire satisfaction of consignee or his representative. <u>Payment of Sales Tax shall be made on actual basis on production of documentary evidence and in line with approved procedure of FBR of Pakistan.</u> Supplier's advance bill should be supported by the following documents:- - Bill in triplicate. - Warranty Certificate as per Clause 28 of this Contract. - GST Invoice - The following terms of payment will also be applicable:-

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	a. The Supplier shall issue invoice/advance bill to the Consignee for arranging payment. b. The Consignee shall issue a confirmation letter in writing to the supplier that payment through Pay order/Demand Draft/Crossed Cheque is ready and goods may be delivered. Supplier's Final bill should be supported by the following documents:- i. Bill in triplicate. ii. Inspection Certificate & Warranty Certificate as per Clause 5 & 6 of this Contract. iii. Annexure C of Sales Tax iv. Delivery Challan v. Any other document required for payment Note: Final Bill submitted by the supplier will be either processed for payment or rejected by competent authority within 10 days from its receipt. Objection on the rejected bill shall be raised only once and not in piecemeal.
Taxes and Duties GCC 17	The GST will be applicable as per prevailing Government Rates on production of original sales tax / GST Invoice. The price given in the Framework Agreement are inclusive of packing charges, Govt., duties, taxes (Without GST), surcharges etc. and are subject to adjustment (increase & decrease) in case of enhancement, imposition or decrease/withdrawal of taxes, duties surcharges etc. during the currency of agreement. However, before acceptance of Supplier's revised rates he will provide proof / reasons for increase and documents containing acceptance of the prices by any other Govt. Organization along with the authentic documents issued by the Government. Similarly, if any duties, taxes, sales tax, surcharges etc. are withdrawn or decreased, supplier will promptly inform Chief Engineer/Director General (P&D) WAPDA, Lahore of the same together with necessary orders/notification etc. and calculations for corresponding decrease of rates. If Supplier fails to do the same immediately in case of withdrawal/decrease of taxes, duties etc. WAPDA reserves the right to take suitable action against Supplier including blacklisting and to take necessary steps to recover excess payment.
Performance Security (or Guarantee) GCC 18	Performance Guarantee is covered under Framework Agreement.
Subcontracting GCC 21	Not Applicable
Packing, marking and documentation GCC 23	Each packing delivered under the contract shall be marked by and at supplier expense clearly showing the name of the Consignee and Destination mentioned in the Call-Off Contract (Railway Station/Truck Adda), (all previous marking being carefully obliterated). In case, these instructions are not followed, the loss if any due to defective or

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	incorrect marking shall be at supplier's account. All individually packed Stores shall be further packed in suitable packing of sizeable quantity, suitable for transport by Rail/Road, or any other means so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores shall be done by Supplier and supplier's expenses in accordance with the standard packing specifications. Goods will be packed according to the Standard Trade and Industrial practices to ensure safe receipt at destination.
Insurance cover GCC 24	The dispatch of goods either by rail/road, air or any other means shall be done in safe packing conditions at carrier's risk. In case of demurrage, loss or pilferage in transit, the consignee shall be required to obtain a certificate from Railway/Transport Co. about the damages/short supplies and send the same to Supplier for preferring claim on the carrier. In case of non-supply of certificate by Consignee within 15 days of the receipt of consignment, Supplier's responsibilities shall cease.
Transportation GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms and SCC 13.1.
Inspections and tests GCC 26	Inspection of the material valuing more than Rs. 500,000/- (without GST), or where otherwise required by the Call-off Contract, shall be carried out by the inspection committee / authorized representative of WAPDA. The supplied Automotive Batteries shall be checked against the description and technical requirements contained in the bidding documents and Call-off Contract, including battery type, plates per cell, AH rating and accepted brand / make, as applicable. Testing, where required under the bidding documents or Call-off Contract, may be carried out from an approved laboratory at the Supplier's cost. Inspection and acceptance shall not relieve the Supplier from warranty or any other contractual obligation.
Liquidated damages GCC 27	a. If the Supplier fails to supply the stores or any consignment thereof within the specified delivery period, i.e. For Call-off Contract value up to PKR 500,000/-: 10 days for submission of advance bill after issuance of the Call-off Contract and 35 days for delivery of stores after issuance of the Payment Readiness Certificate; For Call-off Contract value above PKR 500,000/-: 10 days for submission of advance bill after issuance of the Call-off Contract, 10 days for submission of inspection call after issuance of the Payment Readiness Certificate, and 25 days for delivery of stores after issuance of the Inspection Certificate; the Indenter / Chief Engineer / Director General (P&D), WAPDA, Lahore will be entitled at his option either :- i. To recover from Supplier liquidated damages levied @ 0.067 % per day (~2% per month) and maximum 10% of the

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	Call Off Contract (the liquidated damages shall be recovered only for the stores supplied late/remaining Goods). The recovery of the liquidated damages mentioned above can be effected from any payment due to Supplier, from any unit of WAPDA. ii. To purchase from elsewhere without notice to Supplier at his risk and cost, the stores not delivered; without cancelling the contract in respect of the consignment yet due to deliver. iii. To cancel the contract at Supplier's risk and cost. In the event of action being taken under (ii) or (iii) above, Supplier shall be liable to pay any loss which the Authority suffer on that account but Supplier shall not be entitled to any gain on purchase made against the supply order. b. If during the course of execution of the contract, Supplier is black-listed by WAPDA, the Chief Engineer / Director General (P & D) WAPDA, Lahore may proceed with all or any of the actions detailed below:- i. To allow the contract to run its course till completed in accordance with the terms & conditions of contract. ii. To stop further supplies with or without financial repercussions. iii. To cancel the contract with or without reservations of rights
Warranty GCC 28	The Supplier shall furnish a Warranty Certificate certifying that the Automotive Batteries supplied are brand new, conform to the specifications and accepted brand / make, and are free from defects in material and workmanship. The warranty period and related obligations shall be as prescribed in the bidding documents / Call-off Contract. Any defective, substandard or non-conforming battery shall be replaced by the Supplier at its own cost in accordance with the contractual requirements.
Patent Indemnity GCC 29.8	GCC sub-clause 29.8 is deleted.
Change in Laws and Regulations GCC 31	As per SCC 9
Force Majeure GCC 32	The right of WAPDA to terminate the contract or to claim penalty or liquidated damages shall be subjected to the following circumstances provided as a result of all or any of these event there has been a delay in the performance of contract by the Manufacturer, Supplier or the contract has become incapable of being performed leading to the breach of contract or delay which was beyond Supplier's control i.e.:- i. Act of Almighty Allah. ii. Act of State, war or any act of enemy. iii. Strikes, lockouts, riots or civil commotion.

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	iv. Injunction granted by a Court of competent jurisdiction not resulting from any fault of the manufacturers or suppliers. v. Restrictions imposed by the Govt., on the import of any material relating to the manufacturer of the goods. vi. Non receipt of raw material from abroad for reasons beyond the control of the manufacturer. vii. Port delays due to bunker-age or lighter-age. viii. Diversion of supplies by the carrier without any fault or knowledge of the manufacturer or suppliers. Provided further that the manufacturer or supplier gives notice to WAPDA within 14 days of the happening of any such event.
Additional Instructions	i. Demurrage charges incurred due to any of the reasons mentioned below shall be deducted from Supplier's bill or recovered from Supplier as a separate item (the decision of the Chief Engineer/Director General (P&D) WAPDA, Lahore regarding fixation of responsibility in this connection shall be binding on Supplier): a) Owing to delay in forwarding the relevant railway receipt, truck bulity and packing list to the consignee well in advance of the arrival of the Wagon/Truck at consignee's store. b) Late receipt of railway receipt, truck bulity etc. by the consignee due to incorrect or incomplete address. c) Defective marking or packing of the goods ordered. d) Due to reasons not specified above but for which Supplier is responsible.


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SCHEDULE 5: Award of Call-Off Contract Procedure (Secondary Procurement)

Following process shall be adopted for award of Call-off Contract (Purchase Order):

- WAPDA has selected M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd. (Brand: OSAKA) for providing Automotive Batteries as per detail mentioned in Schedule 2 of this Framework Agreement.
- Any WAPDA Formation will award a Call-off Contract directly to M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd. for the desired stores as per detail mentioned in Schedule 2 of this Framework Agreement. Specimen for the Call-off Contract is provided as Annexure.
- The respective WAPDA formation shall communicate the Call-Off Contract to the supplier by the quickest means possible e.g. by email, and include as a minimum the following information;
 - a. the name and address of the Supplier
 - b. the quantity/volume of Goods being procured
 - c. the contract price

The Contact detail of supplier is provided as under:

Full name: Engr. Junaid Khan
Title/position: CEO
Address: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad.
Phone: 0313-5890188
E-mail: engr_junaidkhan@desolutions.org


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Director: Junaid Khan


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Sample Letter of Award of Call-off Contract

[Modify as appropriate]

[Use letterhead of the Consignee/ Procuring Agency]

[Date]

Full name: Engr. Junaid Khan
Title/position: CEO
Address: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223,
Iqbal Shopping Complex, The Mall, Abbottabad.
Phone: 0313-5890188
E-mail: engr_junaidkhan@desolutions.org

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

In reference to the Framework Agreement [insert reference number and date], please find enclosed herewith the Call-off Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consignee (Agency): _____

CC :

Chief Engineer /DG(P&D) Sunny View Estate Lahore


**Dynamic Engineering
Solution (SMC-Pvt.) Limited
Director Junaid Khan**

Attachment: Call-off Contract


**Deputy Director (Purchase)
Purchase & Disposal WAPDA**

Call-off Contract for the supply of Goods

Framework Agreement (FA):	Supply of Automotive Batteries
FA Date:	
FTN/NTN No.	
FA reference number:	
Goods:	Automotive Batteries

Procuring Agency (Consignee):		Supplier:		
[name of Consignee] [address]		Full name: _____ Title/position: _____ Address: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223, Iqbal Shopping Complex, The Mall, Abbottabad. Phone: _____ E-mail: _____		
Serial No.	Description of Stores	Quantity	Unit price	Total
Total				
GST applicable				
Grand total with GST				
- Income tax & GST will be applicable according to Government Policies. - Terms and Conditions will be applicable as per Framework Agreement.				
Required Delivery period as per INCOTERMS		45 days in line with clause 13 of SCC		

For and on behalf of the Procuring Agency (Consignee)

Signed:

in the capacity of [insert title or other appropriate designation]

Address:

Date: _____

[Signature]
Dynamic Engineering Solution (SMC Private) Limited
Director: Junaid Khan

[Signature]
Deputy Director (Purchase)
Purchase & Disposal WAPDA

[date]

Full name: Engr. Junaid Khan
Title/position: CEO
Address: M/s Dynamic Engineering Solution (SMC-Pvt.) Ltd., Office No. 223,
Iqbal Shopping Complex, The Mall, Abbottabad.
Phone: 0313-5890188
E-mail: engr_junaidkhan@desolutions.org

Subject: PAYMENT REDNESS CERTIFICATE AGAINST CALL OFF CONTRACT

It is to certified that the Payment against Call Off Contract No.....
dated is ready and the required funds are available in the
account of this office. You are requested to deliver the stores at the earliest please.

For and on behalf of the Procuring Agency (Consignee)

Signed:

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

Address:

Date: _____



Dynamic Engineering
Solution (SMC-Private) Limited
Director: Junaid Khan

Deputy Director (Purchase)
Purchase & Disposal WAPDA

