

## **SECTION I – GENERAL CONDITIONS OF CONTRACT (GCC)**

### **GCC 1. Definitions**

For the purposes of this Contract:

- a. "Procuring Agency" means the National Disaster Management Authority (NDMA).
- b. "Contractor" means a firm pre-qualified and empaneled under this procurement process.
- c. "Framework Agreement" means the agreement entered into between the Procuring Agency and one or more pre-qualified contractors establishing the terms governing future procurement of transportation services.
- d. "Mini Competition" means a request for quotations issued to all or selected pre-qualified contractors for a specific transportation requirement, with award made to the lowest evaluated responsive quotation or the most advantageous bid in accordance with the solicitation.
- e. "Call-Off Contract" or "Work Order" means an individual contract issued following completion of a mini competition.

### **GCC 2. Scope of Services**

The Contractor shall provide transportation services for relief goods, humanitarian supplies, equipment, machinery, rescue assets, and any other cargo as required by the Procuring Agency. Services may include loading, transportation, unloading, positioning of vehicles, standby arrangements, emergency deployment, and return transportation where specified.

### **GCC 3. Nature of the Framework Agreement**

The Framework Agreement establishes a panel of qualified carriage contractors for future transportation requirements. It does not constitute a commitment by the Procuring Agency to procure any minimum quantity of services, nor does it guarantee any volume of work.

### **GCC 4. Award of Call-Off Contracts**

Each transportation requirement shall normally be procured through a Mini Competition among the pre-qualified contractors. The Procuring Agency shall issue a Request for Quotation specifying:

- Type and number of vehicles;
- Loading and destination points;
- Nature and quantity of cargo;
- Required mobilization time;
- Delivery schedule; and
- Evaluation basis.

The successful contractor shall enter into a Call-Off Contract or receive a Work Order for execution of the assignment.

## **GCC 5. Contractor's Obligations**

The Contractor shall:

- Maintain sufficient fleet capacity to meet emergency requirements.
- Provide roadworthy vehicles with valid registration, permits, fitness certificates, and insurance.
- Deploy trained drivers possessing valid driving licences.
- Ensure compliance with traffic, labour, environmental, and safety laws.
- Maintain communication with the Procuring Agency throughout execution of assignments.
- Ensure confidentiality of all official information.

## **GCC 6. Emergency Procurement**

During disasters or national emergencies, the Procuring Agency may shorten the response period for Mini Competition or, where permitted under applicable procurement rules, directly assign work to one or more pre-qualified contractors in order to protect life and property.

## **GCC 7. Performance Standards**

The Contractor shall perform services diligently and professionally while ensuring:

- Timely mobilization;
- Safe transportation;
- Protection of cargo;
- Compliance with delivery schedules; and
- Continuous availability of vehicles during assignments.

## **GCC 8. Inspection and Monitoring**

The Procuring Agency may inspect vehicles before deployment and monitor transportation activities during execution. Vehicles failing inspection may be rejected.

## **GCC 9. Payment**

Payment shall be made only after satisfactory completion of the Call-Off Contract upon submission of:

- Firm digital invoice;
- Delivery note duly acknowledged;
- Completion certificate; and
- Any other documents specified in the Work Order.

## **GCC 10. Performance Evaluation**

The Procuring Agency shall evaluate contractor performance after every assignment based on:

- Response time;
- Availability of vehicles;
- Timely delivery;
- Condition of vehicles;
- Driver conduct;
- Cargo safety; and
- Compliance with contractual obligations.

Performance records shall be maintained and may be considered in future Mini Competitions and contract renewal.

#### **CLAUSE-11: PAYMENT.**

Payment shall be made to the Contractor on acceptance of the transportation services and on production of the following documents, and partial payment of the completed transportation services along with the bill/invoice may also be entertained.

- Job Completion Certificate (In duplicate).
- Firm Digital/Electronic Invoice (In duplicate).
- Sale Tax Invoice (as per approved FBR format) (In duplicate).
- Valid Professional Tax & Income Tax Exemption Certificate (If applicable).

#### **CLAUSE-12: LIQUIDATED DAMAGES**

If the Contractor fails to mobilize the required vehicles, commence transportation services, or deliver the consignments within the time specified in the relevant Call-Off Contract (Work Order), without any justifiable reason acceptable to NDMA or without the occurrence of a Force Majeure event, the Contractor shall be liable to pay Liquidated Damages (LD) for delayed performance. Liquidated Damages shall be calculated at the rate of 0.2% (Zero Point Two Percent) of the total value of the respective Call-Off Contract for each calendar day of delay or part thereof, subject to a maximum deduction of 10% (Ten Percent) of the total value of the relevant Call-Off Contract.

#### **CLAUSE-13: INTEGRITY PACT**

The Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself.

#### **CLAUSE-15: ARBITRATION**

- All matters of dispute or difference regarding rejection of items by the Inspection Team or Cancellation of the Contract by the Purchaser to failure or

performance, arising out of this Agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this Agreement, shall be referred to grievance committee as constituted under PPRA Rules.

- If a party has any objection on the decision of the Grievance Committee, the case would be referred to Chairman, NDMA, whose decision will be final.
- In the course of arbitration, the Contract shall continuously be executed except that part which is under arbitration.

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## SECTION II – SPECIAL CONDITIONS OF CONTRACT (SCC)

| GCC Reference | Special Conditions                                                                                                                                                                                                                                                    |
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| GCC 3         | The Framework Agreement shall remain valid for ONE <b>years</b> , extendable by one year subject to satisfactory performance, operational requirements, and approval of the Competent Authority.                                                                      |
| GCC 4         | Every transportation requirement shall ordinarily be procured through a <b>Mini Competition</b> among all pre-qualified contractors capable of performing the assignment. Contractors shall submit quotations within the time specified in the Request for Quotation. |
| GCC 4         | The Procuring Agency reserves the right to invite quotations from all or a limited number of suitably qualified panel contractors depending upon the nature, urgency, location, specialization, or operational requirements of the assignment.                        |
| GCC 4         | Award shall normally be made to the <b>lowest evaluated responsive quotation</b> , unless the solicitation specifies another evaluation methodology in accordance with applicable procurement rules.                                                                  |
| GCC 5         | Contractors shall maintain a 24-hour operational control room or focal person capable of receiving assignments at all times, including weekends and public holidays.                                                                                                  |
| GCC 5         | Contractors shall maintain updated details of available vehicles and drivers and furnish such information whenever requested by the Procuring Agency.                                                                                                                 |
| GCC 6         | During emergencies, contractors shall mobilize vehicles within the time specified in the Mini Competition or Work Order.                                                                                                                                              |
| GCC 8         | The Procuring Agency may reject any vehicle that does not meet safety, fitness, or operational requirements and require immediate replacement without additional cost.                                                                                                |

| <b>GCC<br/>Reference</b> | <b>Special Conditions</b> |
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| GCC 9  | Payments shall be processed separately for each Call-Off Contract upon satisfactory completion and certification by the authorized representative of the Procuring Agency.                                                                                                                                                                           |
| GCC 10 | Contractors obtaining consistently poor performance ratings may receive written warnings, be temporarily excluded from Mini Competitions, or be removed from the framework panel.                                                                                                                                                                    |
| GCC 11 | If a Contractor fails to accept or execute an awarded assignment without valid justification, the Procuring Agency may cancel the award, invite the next ranked contractor, procure the services from the open market if necessary, and recover any additional cost from the defaulting Contractor, without prejudice to other contractual remedies. |
| GCC 12 | Repeated refusal to participate in Mini Competitions, failure to honour awarded assignments, submission of misleading information, or unsatisfactory performance may result in suspension, removal from the framework panel, forfeiture of performance security (where applicable), and blacklisting under the PPRA Rules.                           |
| GCC 15 | Each Call-Off Contract issued under this Framework Agreement shall constitute an independent and binding contract between the Procuring Agency and the successful Contractor.                                                                                                                                                                        |