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# PREQUALIFICATION DOCUMENT

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## Roster of Experts - Project Preparation Facility (PPF)

### Open Framework Agreement

*002/44/Proc-I*

**(National Competitive Bidding)**



**National Disaster Risk Management Fund**

**17th June, 2025**

# Brief of the Document

## Procurement Notice -

The attached template is the Invitation for **Prequalification of Individual Consultants** willing to sign framework agreements with the Procuring Agency for provision of services in accordance with the Terms of References and provisions of the agreement.

## Prequalification Document

### **Hiring Individual Consultants (*Roster of Experts under Project Preparation Facilitation*) through Open Framework Agreements**

#### **PART 1 – PREQUALIFICATION PROCESS**

##### **Section I - Instructions to Applicants (ITAs)**

This Section contains detailed information for preparing and submitting the Applications for Prequalification, in addition to information on opening and evaluation of the Applications.

##### **Section II - Prequalification Data Sheet (PDS)**

This Section contains provisions that supplement the ITA (in Section-I), and are specific to respective Prequalification Proceedings.

##### **Section III - Qualification Criteria and Requirements**

This Section prescribes the methodology, criteria, and requirements to be used to determine the capacity and capability of the Applicants for the provision of services in accordance with the requirements of the Procuring Agency, with an objective to prequalify them for sign the framework agreements with the selected Consultants, in case of Framework Agreements for the purpose of awarding Call-off- Contracts (on lump-sum or time based approach as per requirement of the particular tasks).

##### **Section IV - Application Forms**

This Section contains Application Submission Form and other allied forms required to be submitted with the Application.

##### **Section V - Eligible Countries**

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

##### **Section VI – Terms of Reference**

#### **Part-2**

##### **Section VII – Process after Prequalification**

##### **Section IX- Open Framework Agreement Form and General & Specific Provisions.**

## Procurement Notice

#002/44/Proc-I

### Invitation for Prequalification [For Open Framework Agreement(s)]

1. The National Disaster Risk Management Fund (NDRMF) is a government-owned not-for-profit company, incorporated with the Securities and Exchange Commission of Pakistan, under Section 42 of the Companies Act, 2017, intends to pre-qualify consultants for sign the open framework agreements after completion of prequalification process.
2. The objective of the intended Open framework agreements is the **on-demand provision of Services under NDRMF's Project Preparation Facility**, through subsequent Call-off Contract(s) with successful Consultants, and the purpose of this Prequalification Notice is to provide the very basic information to enable the potential applicants/consultants to decide whether or not to respond to this Prequalification Notice.
3. Only the prequalified applicants shall be entitled to participate in the procurement proceedings for concluding open framework agreements for the period of **two (02) years**.
4. Prequalification process is open for all **National Applicants** subject to fulfilling the eligibility requirements mentioned in the respective Prequalification Documents. Interested Applicants may obtain further information from the Manager Procurement, NDRMF at the address mentioned below during office hours e.g. 0800 to 1600 hours.
5. A complete set of Prequalification Documents in English language may be download by interested Applicants from PPRA website i.e. [www.ppra.org.pk](http://www.ppra.org.pk) or NDRMF's Website i.e. [www.ndrmf.pk](http://www.ndrmf.pk).
6. Applications for Prequalification should be submitted in following two manners:-
  - a. A duly signed and sealed Original "**Hard Copy**" of the application containing all documents in accordance with the requirements mentioned under SECTION-III, in clearly marked envelopes (*wherein position applied for must be mentioned clearly on the top right corner of the envelop.*) should be delivered to the address mentioned below latest by **1100 hours on 8<sup>th</sup> July 2025**. Late Applications will be rejected.
  - b. Applicants shall also apply through NDRMF's career portal (<https://ndrmf.pk/career/>).

**Manager (Procurement)**

National Disaster Risk Management Fund  
EOBI Building, 5<sup>th</sup> Floor, G-10/4, Islamabad  
Telephone No. 92(51)9108300/415  
Email:- muhammad.asif@ndrmf.pk

# **PART 1 – Prequalification**

## Section I - Instructions to Applicants

<b>A. General</b>	
<b>1. Scope of Application</b>	1.1 In connection with the “Invitation for Prequalification”, the Procuring Agency, as defined in Section II (Prequalification Data Sheet abbreviated as PDS), publish this set of Prequalification Documents (PD) for prospective applicants (also hereinafter referred as Applicants) interested in submitting applications (also hereinafter referred as Applications) to determine the capacity and capability of the Applicant(s) for provision of as specified in Section VI (Terms of References).
<b>2. Source of Funds</b>	2.1 Government of Pakistan
<b>3. Fraud and Corruption</b>	<p>3.1 The Procuring Agency requires that the Applicants under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.</p> <p>3.2 The Applicants shall permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, Primary Procurement process, Framework Agreement performance, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.</p> <p>3.3 Any communications between the Applicant and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>3.4 Procuring Agency will reject an application or bid or proposal, if it is established that the Applicant or the Bidder or Prospective was engaged in corrupt and fraudulent practices in competing for the contract.</p> <p>3.5 Procuring Agency will also declare the Applicant as blacklisted in accordance with Public Procurement Rule 19 and predefined standard mechanism.</p>
<b>4. Eligible Applicants</b>	4.1 Applicants will be Individual Consultants/ Experts who shall be liable for execution of all the provisions of the Framework Agreements (if signed b/w the Procuring Agency and the consultants) and the execution of Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply.

	4.2 An Applicant that has been declared debarred or blacklisted shall be ineligible to be prequalified or enter into any Framework Agreement or Call-off Contract for such period of time and for such type of procurement for which he has been declared debarred or blacklisted. The list of debarred firms and individuals is available at PPRA's website.
	4.3 An Applicant shall provide such documentary evidence (as mentioned under Section-III) for determining the eligibility of the Applicant to the reasonable satisfaction of the Procuring Agency.
	4.4 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
	4.5 The Applicants shall have the nationality of an eligible country
<b>5. Eligibility (in terms of Nationality)</b>	5.1 Applicants may be ineligible if they are nationals of ineligible countries as indicated in Section V.
<b>B. Contents of the Prequalification Documents</b>	
<b>6. Sections of Prequalification Documents</b>	6.1 This set of Prequalification Documents consists of Parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.
	<p><b>PART 1 Prequalification Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Applicants (ITA)</li> <li>• Section II - Prequalification Data Sheet (PDS)</li> <li>• Section III - Qualification Criteria and Requirements</li> <li>• Section IV - Application Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI – Broad Terms of References</li> <li>• Part-2 Section VII- Process after Prequalification</li> <li>• Section IX-Open Framework Agreement Form and General &amp; Specific Provisions</li> </ul>
	6.2 Unless downloaded directly from the website link referred in the Invitation for Prequalification, the Procuring Agency accepts no responsibility for the completeness of the Prequalification documents, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification documents in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring

	Agency or downloaded from the website link shall prevail.
	6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.
<b>7. Clarification of Prequalification Documents and Pre-Application Meeting</b>	<p>7.1 An Applicant requiring any clarification of the Prequalification Documents shall contact the Procuring Agency in writing at the Procuring Agency's address indicated <b>in the PDS</b>. The Procuring Agency will respond in writing to any request for clarification provided that such request is received no later than three (03) days prior to the deadline for submission of the Applications. If so indicated <b>in the PDS</b>, the Procuring Agency shall also promptly publish its response at the web page identified <b>in the PDS</b>. Should the Procuring Agency deem it necessary to amend the Prequalification Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2.</p> <p>7.2 If indicated <b>in the PDS</b>, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned <b>in the PDS</b>. During this Pre-Application meeting, prospective Applicants may request clarification of the schedule of requirement, the qualification criteria or any other aspects of the Prequalification Documents.</p> <p>7.3 Minutes of the Pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants. Any modification to the Prequalification Documents that may become necessary as a result of the pre-Application meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.</p>
<b>8. Amendment of Prequalification Documents</b>	8.1 At any time prior to the deadline for submission of Applications, the Procuring Agency may amend the Prequalification Documents by issuing an Addendum.
	8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants. The Procuring Agency shall promptly publish the Addendum at

	<p>the Procuring Agency's web page identified <b>in the PDS</b>:</p> <p>Provided that an Applicant who had either already submitted their Applications or handed over the applications to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed Application and submit the revised Application prior to the original or extended Application submission deadline.</p>
	<p>8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Agency may at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2:</p> <p>Provided that the Procuring Agency shall extend the deadline for submission of Applications, if such an addendum is issued within last three (03) days of the Application submission deadline.</p>
<b>C. Preparation of Applications</b>	
<b>9. Cost of Applications</b>	<p>9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Prequalification process.</p>
<b>10. Language of Application</b>	<p>10.1 The Application as well as all correspondence and documents relating to the Prequalification exchanged by the Applicant and the Procuring Agency, shall be written in the language specified <b>in the PDS</b>. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified <b>in the PDS</b>, in which case, for purposes of interpretation of the Application, the translation shall govern.</p>
<b>11. Documents Comprising the Application</b>	<p>11.1 The Application shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Application Submission Letter</b>, in accordance with ITA 12.1;</li> <li>(b) <b>Eligibility</b>: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 13.1;</li> <li>(c) <b>Qualifications</b>: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 14; and</li> <li>(d) any other document required as specified <b>in the PDS</b>.</li> </ul>
<b>12. Application Submission Letter</b>	<p>12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Form must be completed without any alteration to its format.</p>



<b>13. Documents Establishing the Eligibility of the Applicant</b>	13.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Form ELI-1.1 (eligibility), included in Section IV (Application Forms).
<b>14. Documents Establishing the Qualifications of the Applicant</b>	14.1 To establish its qualifications to perform the contract(s) in accordance with Section III (Qualification Criteria and Requirements), the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).  14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Pak Rupee.  14.3 Exchange rates shall be taken from the publicly available source identified <b>in the PDS</b> . Any error in determining the exchange rates in the Application may be corrected by the Procuring Agency.  14.4 The documentary evidence of the Applicant's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction.
<b>15. Signing of the Application and Number of Copies</b>	15.1 The Applicant shall prepare one set of the original documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original set of the Application shall be typed or written in indelible ink and shall be signed by the Applicant.  15.2 The Applicant shall submit copies of the signed original Application, in the number specified <b>in the PDS</b> , and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.  15.3 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall submit ORIGINAL and COPIES in accordance with the procedures specified <b>in the PDS</b> .
<b>D. Submission of Applications</b>	
<b>16. Sealing and Identification of Applications</b>	16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall: <ul style="list-style-type: none"> <li>(a) bear the name and address of the Applicant;</li> <li>(b) be addressed to the Procuring Agency, in accordance with ITA 17.1; and</li> <li>(c) bear the specific identification of this Prequalification process indicated <b>in the PDS</b> reference ITA 1.1.</li> </ul>

	<p>16.2 When the Applications are submitted electronically, if permitted pursuant to ITA 17.1, The Applicant shall seal the original and the copies in accordance with the procedures specified <b>in the PDS</b>.</p> <p>16.3 The Procuring Agency will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.</p>
<b>17. Deadline for Submission of Applications</b>	<p>17.1 Applicants may either submit their Applications by mail, by courier or by hand. Applications shall be received by the Procuring Agency at the address and no later than the deadline indicated <b>in the PDS</b>. When so specified <b>in the PDS</b>, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified <b>in the PDS</b>.</p>
	<p>17.2 If required in accordance with the provisions of ITA 8.3, the Procuring Agency will extend the deadline for the submission of Applications, in which case all rights and obligations of the Procuring Agency and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.</p> <p>17.3 The deadline will be extended in the same manner as that of original Invitation for Prequalification (or the advertisement).</p>
<b>18. Late Applications</b>	<p>18.1 The Procuring Agency reserves the right to accept Applications received after the time for submission of Applications, however subject to the condition that the same is received within the date specified as last date for submission of applications but before the time for opening of the Applications.</p>
<b>19. Opening of Applications</b>	<p>19.1 The Procuring Agency shall open all Applications at the date, time and place specified <b>in the PDS</b>. Late Applications shall be treated in accordance with ITA 18.1.</p> <p>19.2 Applications submitted electronically, if permitted pursuant to ITA 17.1, shall be opened in accordance with the procedures specified <b>in the PDS</b>.</p> <p>19.3 The Procuring Agency shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.</p>
<b>E. Procedures for Evaluation of Applications</b>	
<b>20. Confidentiality</b>	<p>20.1 Information relating to the Applications, their evaluation and results of the Prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the</p>

	Prequalification process until the notification of Prequalification results is made to all Applicants in accordance with ITA 28.
	20.2 From the deadline for submission of Applications to the time of notification of the results of the Prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Agency on any matter related to the Prequalification process may do so only in writing.
<b>21. Clarification of Applications</b>	21.1 To assist in the evaluation of Applications, the Procuring Agency may, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Agency and all clarifications from the Applicant shall be in writing.
	21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Agency's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.
<b>22. Responsiveness of Applications</b>	22.1 The Procuring Agency may reject any Application which is not responsive to the requirements of the Prequalification Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information within prescribed time, it may result in disqualification of the Applicant.
<b>23. Margin of Preference</b>	23.1 Unless otherwise specified <b>in the PDS</b> , a margin of preference shall not apply in the subsequent process resulting from this Prequalification.
<b>F. Evaluation of Applications and Prequalification of Applicants</b>	
<b>25. Evaluation of Applications</b>	25.1 The Procuring Agency shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants. The Procuring Agency reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract, however subject to the provisions of ITA 27.
	25.2 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Agency shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for

	<p>which the Applicant meets the appropriate aggregate requirements. The Qualification Criteria and Requirements are mentioned in Section-III.</p> <p>25.3 Only the qualifications of the Applicant shall be considered. The qualifications of other related entities such as the Applicant's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Applicant shall not be taken into consideration in determining the qualifications of the Applicant.</p>
<b>26. Procuring Agency's Right to Accept or Reject Applications</b>	26.1 The Procuring Agency reserves the right to accept or reject all the Applications, and to annul the Prequalification process at any time, without thereby incurring any liability to the Applicants.
<b>27.Prequalification of Applicants</b>	<p>27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Agency.</p> <p>27.2 An Applicant may be "conditionally prequalified," that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Procuring Agency.</p> <p>27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Procuring Agency before or at the time of signing of the Framework Agreements.</p>
<b>28.Notification of Prequalification</b>	<p>28.1 The Procuring Agency shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.</p> <p>28.2 The procuring agency shall communicate to those applicants who have not been pre-qualified the reasons for not pre-qualifying them.</p>
<b>29. Signing of Framework Agreement</b>	29.1 Promptly after the notification of the results of the Prequalification, the Procuring Agency will invite the pre-qualified consultants/experts to sign the Open Framework Agreements.

<b>30. Constitution of Grievance Redressal</b>	<p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party or applicant can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the application/proposal submission deadline.</p> <p>31.3 Any Applicant feeling aggrieved by any act of the procuring agency after the submission of his application may lodge a written complaint concerning his grievances not later than seven of the announcement of prequalification evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report.</p> <p>31.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7. Any applicant or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
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<b>31. Mechanism of Blacklisting</b>	<p>32.1 The Procuring Agency shall bar for the time prescribed under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined under rule-2;</li> <li>ii. Fails to perform his contractual obligations; or</li> <li>iii. Fails to abide by bid securing declaration;.</li> </ul> <p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the id securing declaration;</li> </ul> <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed</p>
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	<p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing..</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition</p> <p>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
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<b>Section II - Prequalification Data Sheet (PDS)</b>	
<b>A. General</b>	
<b>ITA 1.1</b>	<p>The identification number of the Invitation for Prequalification is: <b>002/44/Proc-I</b></p> <p>The Procuring Agency is: <b>National Disaster Risk Management Fund, 5<sup>th</sup> Floor, EOBI Building, G-10/4, Islamabad.</b></p> <p>The contracts are: <b>Roaster of Experts under Project Preparation Facility</b></p>
<b>ITA 2.1</b>	<p>The name of the Procuring Agency is: <b>National Disaster Risk Management Fund</b></p> <p>The name of the Project or Procurement is: <b>Roaster of Experts under Project Preparation Facility</b></p>
<b>ITA 4.2</b>	Maximum number of members in the JV shall be: <b>Not Applicable</b>
<b>ITA 4.7</b>	A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.org.pk">http://www.ppra.org.pk</a>
<b>B. Contents of the Prequalification Document</b>	
<b>ITA 7.1</b>	<p><b>For clarification purposes, the Procuring Agency's address is:</b></p> <p><b>Manager Procurement, National Disaster Risk Management Fund's Office located at 5<sup>th</sup> Floor, EOBI House, G-10/4, Mauve Area, Islamabad.</b></p> <p><b>Phone No: 051-9108300 Ext (415)</b></p> <p><b>Email:- <a href="mailto:muhammad.asif@ndrmf.pk">muhammad.asif@ndrmf.pk</a></b></p>
<b>ITA 7.1 &amp; 8.2</b>	Web page: <b>www.ndrmf.pk</b>
<b>ITA 7.2</b>	Pre-Application Meeting will be held: <b>No</b>
<b>C. Preparation of Applications</b>	
<b>ITA 10.1</b>	This Prequalification document has been issued in the " <b>English</b> " language.
<b>ITA 11.1 (d)</b>	No additional documents are required
<b>ITA 14.2</b>	The source for determining exchange rates is as published by <b>State Bank of Pakistan.</b>
<b>ITA 15.2</b>	In addition to the original, the number of copies to be submitted with the Application is: <b>[One Copy]</b>



## D. Submission of Applications

<b>ITA 17.1</b>	<p><b>The deadline for Application submission is:</b></p> <p>Date: <b>8<sup>th</sup> July, 2025</b></p> <p>Time: <b>1100 hours</b></p> <p>For <b>Application submission purposes</b> , the Procuring Agency's address is:  <b>Manager Procurement, National Disaster Risk Management Fund's Office located at 5<sup>th</sup> Floor, EOBI House, G-10/4, Mauve Area, Islamabad.</b>  <b>Phone No: 051-9108300 Ext (415)</b></p> <p>- <u>Applicants shall also apply through NDRMF's career portal (<a href="https://ndrmf.pk/career/">https://ndrmf.pk/career/</a>).</u></p>
<b>ITA 19.1</b>	<p>The opening of the Applications shall be at:-</p> <p>Date: <b>8<sup>th</sup> July 2025</b></p> <p>Time: <b>1130 hours</b></p> <p><b>At NDRMF's Office, 5<sup>th</sup> Floor, EOBI Building, G-10/4, Islamabad.</b></p>
<b>ITA 19.2</b>	<p>Applicants shall also apply through NDRMF's career portal (<a href="https://ndrmf.pk/career/">https://ndrmf.pk/career/</a>).</p>

## E. Procedures for Evaluation of Applications

<b>ITA 23.1</b>	<p>A margin of domestic preference "<i>shall not</i>" apply</p>
<b>ITA 31.1</b>	<p>If an Applicant wishes to make a Prequalification related Complaint, the Applicant should submit its complaint, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> <i>Mr. Bilal Anwar</i>  <b>Title/position:</b> <i>Chief Executive Officer</i>  <b>Procuring Agency:</b> <i>National Disaster Risk Management Fund</i>  <b>Email address:</b> <i>info@ndrmf.pk</i></p> <p>In summary, at this stage, a Prequalification related Complaint may challenge any of the following:</p> <p>the terms of the Prequalification Documents; and</p> <p>the Procuring Agency's decision not to prequalify an Applicant.</p>

## **Section III - Qualification Criteria and Requirements**

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

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Consultants	Submission Requirements
1. Eligibility (Mandatory)				
1.1	Nationality	Nationality in accordance with ITA 4.5	Must meet requirement	Forms ELI with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.4	Must meet requirement	Application Submission Letter
1.3	Eligibility	Not having been declared ineligible as described in ITA 4	Must meet requirement	Application Submission Letter
1.4	Registration with Taxation Authority	Registration with Tax Authorities as per Taxation Laws of Pakistan and Active Taxpayer	Must meet the requirement	Tax Registration Certificates and ATL status
1.5	Affidavit	An Affidavit on judicial stamp paper that applicant is not Blacklisted by any Public Sector Organization	Must meet the requirement	Affidavit
2. SHORTLISTING CRITERIA:-				
	<b>A- Shortlisting:-</b>		<b>Max. Points</b>	
	<b>A-1 Qualification</b>		<b>100 Points</b>	
	-Above 16 years in relevant disciplines		30 points	
	-16 years in relevant disciplines		10 points	
	<b>A-2 Relevant Experience</b>		<b>40 Points</b>	
	-Assignments previously completed in similar field(s)		30 points	
	-Experience with public sectors or international organizations		10 points	
	<b>A-3 Past Performance-</b>		<b>10 Points</b>	
	-Performance certificates issued by the previous clients/ Clients' references		10 Points	
	<b>A-4 Assessment of Knowledge &amp; Technical Skill</b>		<b>20 Points</b>	
	[(to ascertain candidate's performance, face to face interaction can also be conducted (if required))]			
	<u>Minimum score required for pre-qualification: - 65 Point</u>			

Eligibility and Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Consultants	Submission Requirements
1.1		<b>Relevant Qualification and Experience</b> <b>Following Ten (10) areas of expertise are required in the TORs:-</b> i- Experts for conducting Pre-feasibility & feasibility studies ii- Experts for Financial Planning and Analysis  iii- Experts for planning & designing of Programs and Projects - <i>(for public &amp; non public organizations mainly in the fields of Climate Resilience, Disaster Risk Reduction and blended finance).</i> iv- Experts for Risk Assessment & Mitigation Plans v- Experts for Environmental, Social & Gender Analyses vi- Experts for Developing Proposal vii- Monitoring Experts viii- Experts for Budget preparation ix- Procurement & Contract Management Experts x- Experts for providing advisory services for donor compliance	Must meet requirements mentioned in the TORs against each area of expertise (applied)	Form EXP –1- along with copies of Qualification and experience certificates in support of the technical qualification of the applicant as required under respective position mentioned in the TORs.

## **Section IV - Application Forms**

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## Application Submission Letter

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

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

I, the undersigned, apply to be pre-qualified for the position of i- ii- -----referenced IFP and declare that:

- (a) **No reservations:** I have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with Instructions to Applicants (ITA) 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** I have no conflict of interest in accordance with ITA 4.4;
- (c) **Eligibility:** I meet the eligibility requirements as stated ITA 4,
- (d) **Not bound to accept:** I understand that you may cancel the Prequalification process at any time without incurring any liability to the Applicants, in accordance with ITA 26.1. Only the applicants who have been pre-qualified shall be entitled to participate further in the procurement proceedings
- (e) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed: *[insert signature(s) of the Applicant]*

Name: *[insert full name of the Applicant]*

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

Dated: *[insert date the document is signed i.e. day number]* day of *[insert month]*, *[insert year]*

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## Form ELI

### Applicant Information Form

Date: *[insert day, month, year]*

IFP No. and title: *[insert IFP number and title]*

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

Applicant's name along with nationality <i>[insert full name]</i>
Applicant's actual country of residence <i>[indicate country]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Field of Specialization / Areas of Expertise          

## Form- EXP-1

### CURRICULUM VITAE (CV)

<b>Position Title</b>	{from areas of expertise required in the TORs}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}

**1- Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**2- Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Assignment:**

<b>Reference to Work/Assignments that Best Illustrates Capability to Handle the Tasks as defined against the intended area of expertise</b>	
<b>Past Performance:- Provide performance certificates issued by the previous clients/clients' references</b>	



## **Section V - Eligible Countries**

### **Eligibility for the Provision of Services**

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

1. India
2. Israel

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

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

## **Section VI – Terms of References**

# Terms of Reference for Roster of Experts

Program and project development support under Project Preparation Facility (PPF) for Partners/ Stakeholders

## BACKGROUND

Pakistan is one of the top countries globally that are most vulnerable to climate change. The country faces enormous environmental and socio-economic challenges from climate impacts. NDRMF, being an apex financial intermediary exclusively focused to invest in climate change Initiatives across Pakistan, is determined to support initiatives that reduce the adverse effect of climate change impacts.

Over the years, organizations and entities mandated to spearhead the resilience building agenda have encountered profound and diverse challenges in project preparation processes and complying with international requirements as well as technical and regulatory aspects to enhance the implementation viability of these projects. Constraints due to limited financial, human, or technical resources have effectively hindered the availability and preparation of projects and mobilization of resources from multilateral and bilateral donor agencies. Moreover, donors have been facing the constant challenge of not receiving high quality projects from the implementing agencies. In this respect, securing adequate financial resources, accessing specialized expertise, or acquiring necessary equipment and materials have been some of the underlying challenges.

The establishment of Project Preparation Facility (PPF) has enabled NDRMF to address critical capacity gaps across governmental and non-governmental organizations. With a focus on building long-term resilience, the PPF will also address the project planning, program and proposal development, and institutional capacity and systems strengthening challenges by building technical capacity of institutions and providing technical and financial support for the preparation of high-quality bankable projects and proposals developed in compliance with technical, methodological, and regulatory requirements and high standards of regional and international partners and donor agencies.

This assignment will help PPF maintain a roster of competent experts, consultants, and advisors who will provide program and project development support to selected organizations. These projects and programs will expectedly be readily accepted and funded by the international financial institutions and development finance institutions and will directly contribute to the overall resilience building and climate adaptation and mitigation in the country.

## OBJECTIVES

The primary objectives of this assignment are to:

1. Engage with government departments and non-governmental organizations for preparation of high quality projects and programs contributing to national resilience building;
2. Assist in preparing high-quality bankable projects as well as program development that are readily accepted and funded by the international financial institutions and donor agencies and directly contribute to national resilience building and climate action.

Note:

- a. PPF stakeholders and partners include:
  - Relevant government ministries and affiliated organizations/ departments with focus being on the following:
    - Ministry of Planning, Development, & Special Initiatives;
    - Ministry of Climate Change and Environmental Coordination;
    - Ministry of Finance;
    - Ministry of Economic Affairs, Economic Affairs Division;
    - Ministry of Food Security & Research;
    - Ministry of Water Resources;
    - Other relevant ministries, their affiliated departments, and public entities involved in or directly undertaking interventions related to disaster resilience and climate action.
  - Non-governmental organizations and non-public entities with primary focus being on the following:

- NDRMF's FIPs;
  - INGOs as well as national and international organizations involved in or directly undertaking interventions related to disaster resilience and climate action.
- b. Required assistance will include, on case-to-case basis, management review, restructuring, policy formulation or review, support in advocacy and resource mobilization, as well as training, programme development, and process improvements.

## SCOPE OF WORK

### Task 1: Project Development Services

- In consultation with PPF, assist selected public and nonpublic organizations in one or more of the following areas:
  - Pre-feasibility and feasibility studies
  - Financial planning, analyses, and services
  - Case-specific project engineering
  - Risk assessments and mitigation plans
  - Safeguard analyses and ESG studies
  - Preparation of proposal narrative
  - Monitoring and results frameworks
  - Budgets and budget narratives
  - Pre-contract services
  - Advisory services for donor compliance
  - Other program, project, and proposal development support and services

### Task 2: Reporting

- The selected expert will ensure periodic reporting to PPF on progress and achievements with regards to deliverables.

## Methodology

The roster will be maintained in line with international best practices. It will consist of independent, highly-qualified, and experienced experts across different relevant thematic and programmatic areas of project planning and preparation. Their CVs and references will be pre-vetted and approved to simplify and shorten the procurement process of experts for the benefit of quick hiring when needed.

## REQUIRED QUALIFICATIONS

The consultant/ expert for each area of expertise shall possess one or more of the following qualifications as per the requirements summarized in the table given below:

S #.	Area of expertise	Experience	Suggested Tasks
1.	Pre-feasibility and feasibility studies	<p><b>Qualification:</b> Minimum 16 Years of Education in Finance, Economics, Business Administration, Engineering or related disciplines.</p> <p><b>Experience:</b> 10-12 years' experience in pre-feasibility and feasibility studies for public and nonpublic organizations, agencies, and departments. This experience would include expertise in such studies conducted as part of projects and proposals developed to solicit international funding from donors and IFIs.</p> <p>Proven track record in similar studies conducted to compare scenarios with and without the project under a climate change projection against baseline data to determine the probable project impact.</p>	<ul style="list-style-type: none"> <li>• Carry out pre-feasibility and feasibility studies for public and nonpublic organizations to solicit international funding from donors.</li> </ul>

2.	Financial planning, analysis, and services	<p><b>Qualification:</b> Minimum 16 Years of Education in Finance, Accounting, Economics, Statistics, Business Administration or related disciplines.</p> <p><b>Experience:</b> more than 10 years' experience in financial services, financial systems analyses, as well as technical and data analyses provided to public and nonpublic organizations and agencies. Experience of analyses conducted as part of project and proposal development for soliciting international funding from donor agencies and IFIs is desirable.</p> <p>Proven track record in financial planning, forecasting, and analysis of financial ratios for providing insights into the financial performance of existing or prospective projects.</p>	<ul style="list-style-type: none"> <li>Conduct financial planning and analyses of systems, data, and financial ratios for project and proposal development.</li> </ul>
3.	Case-specific project engineering	<p><b>Qualification:</b> Minimum 16 Years of Education in Civil or Environmental Engineering, Disaster Management, Project Design and Management or related fields.</p> <p><b>Experience:</b> Proven experience in project development and implementation in the areas natural or human-caused disasters, DRR, CCA&amp;M, DRM, DRF, and Climate Resilience.</p> <p>Proven track record in strengthening institutional processes, developing systems, and providing program and project development support for public and nonpublic organizations, agencies, and departments particularly in the fields of climate resilience, disaster risk reduction, and blended finance.</p>	<ul style="list-style-type: none"> <li>Planning and design of programs and projects for public and nonpublic organizations, agencies, and departments particularly in the fields of climate resilience, disaster risk reduction, and blended finance.</li> </ul>
4.	Risk assessments and mitigation plans	<p><b>Qualification:</b> Minimum 16 Years of Education in Environmental Sciences, Disaster Risk Management, Climate Studies, Compliance and Risk Management or related fields.</p> <p><b>Experience:</b> More than 10 years' experience in climate or disaster risk assessments and developing robust mitigation plans. These would include hazard-specific assessments, area-specific assessments, and identification and assessment of potential executing entities or agencies that can support in risk mitigation.</p>	<ul style="list-style-type: none"> <li>Develop effective and robust risk assessment and risk mitigation plans.</li> </ul>
5.	Safeguard analyses	<p><b>Qualification:</b> Minimum 16 Years of Education in Environmental Sciences, Social Sciences, Gender Studies, Development Studies or related disciplines.</p> <p>Over 12 years' experience in Environmental, Social, and Gender Analyses and due diligence based on international best practices, standards, or established principles and guidelines.</p> <p>Proven track record in integrating these safeguards in climate adaptation project designs, execution plans, and safeguarding tools and instruments.</p>	<ul style="list-style-type: none"> <li>Carry out Environmental, Social, and Gender Analyses in relation with climate adaptation or mitigation project designs and plans.</li> </ul>

6.	Proposal narratives	<p><b>Qualification:</b> Minimum 16 Years of Education in Project Management, Communications, Grant Writing, Social Sciences or related fields.</p> <p><b>Experience:</b> Over 12 years' experience in preparation of proposal narratives in line with donor requirements and in compliance with the 'Rule/ Reg' considerations of international financial institutions and multilateral development banks.</p>	<ul style="list-style-type: none"> <li>Develop high quality proposals in compliance with requirements of international financial institutions.</li> </ul>
7.	Monitoring and results frameworks	<p><b>Qualification:</b> Minimum 16 Years of Education in Project Management, M&amp;E, Economics, Data Analytics or related fields.</p> <p><b>Experience:</b> More than 10 years' experience in identification of program- and project-specific indicators and in developing log frames, project outlines, baselines, and targets as well as the desired project results.</p> <p>Proven track record in developing structured systems for tracking project progress and achievements. The systems must clearly outline the connections between planned activities, expected outputs, desired outcomes, and ultimate impact, in order to ensure the initiative is on track to achieve its desired goals.</p>	<ul style="list-style-type: none"> <li>Develop program- and project-specific indicators as well as program monitoring and results frameworks for tracking program and project progress and achievements.</li> </ul>
8.	Budgets and budget narratives	<p><b>Qualification:</b> Minimum 16 Years of Education in Finance, Accounting, Business Administration, Planning &amp; Development or related fields.</p> <p><b>Experience:</b> More than 10 years' experience in developing goal-oriented balanced budgets as well as budgetary proposals and budget narratives for public and nonpublic organizations and agencies. Desirable experience includes preparing budgets as part of project or proposal development for soliciting international funding from donors and multilateral financial institutions (MFIs).</p> <p>Proven track record in developing budget narratives with a view to providing grant approving authorities and donor agencies a convincing justification for the proposed costs and project expenses.</p>	<ul style="list-style-type: none"> <li>Prepare goal oriented budgets relevant to the related project proposals and well-justified budget narratives for the grant approving authorities.</li> </ul>
9.	Procurement and contract management services	<p><b>Qualification:</b> Minimum 16 Years of Education in Business Administration, Law, Public Administration or related fields.</p> <p>More than 10 years' experience in providing contracts management advice and related services.</p> <p><b>Experience:</b> Proven track record in developing Terms of Reference (TORs), procurement documents, request for proposals, and prequalification criteria.</p>	<ul style="list-style-type: none"> <li>Provide applicant organizations with contracts management and procurement related services and advice.</li> </ul>

10.	Advisory services for donor compliance	<p><b>Qualification:</b> Minimum 16 Years of Education in Public Policy, Development Studies, Economics, Social Sciences or related fields.</p> <p><b>Experience:</b> Around 12-15 years' experience of compliance with the requirements of donor agencies, local and international standards, relevant regulatory and governance matters, as well as investment criteria of MFIs.</p>	<ul style="list-style-type: none"> <li>• Provide partners and stakeholders with advisory services for donor compliance.</li> </ul>
11.	Other project and proposal development support and services	<p><b>Qualification:</b> Minimum 16 Years of Education in Project Management, Social Sciences, Grant Writing, Human Resource Development, Training &amp; Development or related fields.</p> <p><b>Experience:</b> Around 12 years' national and international experience in building capacities of individuals as well as public and nonpublic entities and departments particularly in project and proposal development for climate related projects, humanitarian initiatives, and post-emergency and development interventions.</p>	<ul style="list-style-type: none"> <li>• Provide applicant organizations with project and proposal development support and services keeping in view the high standards required by international financial institutions.</li> </ul>

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## Part-2

### Section VII –Process after Prequalification

In connection with the “Invitation for Prequalification” and subsequent prequalification of the Applicants, the Procuring Agency, will issue the notification of Intension to the successful applicants in order to conclude open Framework Agreements.

Step-1: - Prequalification

Step-2: - Notification of Intention to Conclude a Framework Agreement(s) to be issued to pre-qualified Applicants

Step-3: - Signing Open Framework Agreements with the Experts

Step-4: - **Secondary Procurement process:-**

Conduct a Secondary Procurement process to select Consultant/Experts for conducting specific tasks (*in accordance with the TORs that will be developed for the specific assignment*) and award a Call-off Contract under Open Framework Agreement as per the following with the approval of the Competent Authority (on case-to-case basis):-

- (i) competitive quotations through mini competition (through simplified RFP)

.....



## Section IX

# Open Framework Agreement For Roster of Experts- Project Preparation Facility (PPF)

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*002/44/Proc-I*

(National Competitive Bidding)

*Between*

National Disaster Risk Management Fund  
*[A company incorporated under Companies Act 2017]*

*And*

Mr/Ms  
*Address,-----*

--- July, 2025

# Open Framework Agreement

This Framework Agreement No. **002/44/Proc-I**, is made on ---- **July, 2025**, for provision of on-demand Services under NDRMF's Project Preparation Facility, through subsequent Call-off Contract(s);

between

**National Disaster Risk Management Fund (NDRMF)**, having its office located at 5<sup>th</sup> Floor, EOBI Building, Mauve Area Near NADRA Office, G 10/4, Islamabad (hereinafter called "the Fund, and/or Procuring Agency") on the one part and **Mr/Ms -----** having its **residence/office-----**, (hereinafter called "the Consultant/Expert") on the other part.

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

This Framework Agreement concludes an offer (technical) by the consultants/experts to provide the specified Services, as per Terms of References, to the Fund during the Term of the Framework Agreement i.e. **two (02) Years**, as and when the Fund wishes to acquire from 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

**Section C:** Broad Terms of References

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

## **PARTIES**

**For and on behalf of 'Fund/Procuring Agency'**

**For "Consultant"**

**Name: Bilal Anwar**

Designation: Chief Executive Officer

CNIC: 37301-6633415-7

**Name:**

Area of Expertise:

CNIC:

# **SECTION-A**

## **Framework Agreement General Provisions (FAGP)**

### **1. Definitions**

- a) The following words and expressions shall have the meanings hereby assigned to them
- b) “Business Day” is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency’s official public holidays.
- c) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Services.
- d) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- e) “Contract Price” is the price payable to the Consultants/Experts 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.
- f) “Day” means calendar day.
- g) “Consultant” means eligible individual consultant who has concluded a Framework Agreement for provision of services to the Procuring Agency, from time to time, and as and when required, under a Call-off Contract.
- h) “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).
- i) “Procuring Agency’s Country” is the country specified in the FA Specific Provisions, if procurement is being made outside Pakistan.
- j) “Secondary Procurement” is the method used to select a consultant/expert and award a Call-off

Contract under this Framework Agreement.

- k) “Single-User Framework Agreement” means a Framework Agreement where there is only one Procuring Agency, as specified in the FA Specific Provisions.
- l) Services” means the work to be performed by the Consultant pursuant to the Contract.

## **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. Consultants’/Experts’ obligations**

3.1 The Consultant/Expert shall offer to provide the Procuring Agency, the Services, broadly described in the Framework Agreement Section-C Terms of Reference. Besides, specific Terms of References (case to case basis) will be shared with the consultants during secondary stage. During the Term of the Framework Agreement, the Consultant/Expert shall continue to be eligible and qualified, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Consultant/Expert shall notify the Procuring Agency immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.

**3.2 The Consultant/Expert undertakes to provide the Services under a Call-off Contract. The Services provided shall be:**

- a) of the standard, as specified in the specific Terms of References**
- b) at the Price specified in the respective Call-off Contract issued after secondary procurement and**
- c) at such times and to such locations as**

**specified in the respective Call-off Contract.**

**4. Continued Qualification and Eligibility**

- 4.1 The Consultant/Expert shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**.
- 4.2 All Services to be provided under a Call-off Contract shall continue to have to be performed in eligible Countries as specified in the **FA Specific Provisions**.
- 4.3 To continue to be eligible the Consultant/Expert 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 Consultant/Expert has been so sanctioned it will be ineligible for the duration of the period of time as determined by the Procuring Agency or Public Procurement Regulatory Authority.
- 4.4 The Procuring Agency may require, during the Term of the Framework Agreement, evidence of the consultant continued qualification and eligibility. Failure to provide such evidence, as requested, may result in the Consultant/Expert 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 Consultant/Expert. To extend the Term, the Procuring Agency shall give the Consultant/Expert 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 Consultant/expert and the representative(s) of the Procuring Agency shall be the primary point of contact in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the procuring agency (replacing the representative) shall promptly inform the Consultant/Expert In Writing of the name and contact details of the new representative.

## **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 & brief procedure for secondary procurement**

- 8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.
- 8.2 Brief procedure for secondary procurement as specified in the **FA Specific Provisions**.

## **9. Language**

- 9.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency and Consultant/Expert, 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.
- 9.2 The Consultant/Expert shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **10. Notices**

- 10.1 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**

**6.1.** A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

**11. Fraud and Corruption**

11.1 The Procuring Agency requires the Consultant/Expert 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.

**12. Records, inspections and audit**

12.1 The Consultant/Expert shall keep, and shall make all reasonable efforts to keep accurate and systematic accounts and records in respect of this Framework Agreement, the services, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

**13. Confidential Information**

13.1 The Procuring Agency and the Consultant/Expert 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.

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

- a) now, or in future, enters the public domain through no fault of that party
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
- c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

**14. Governing Law**

14.1 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.

**15. Change to the Framework Agreement**

15.1 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.

**16. Termination of the Framework Agreement**

16.1 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 Consultants/experts, if:

- a) in the judgement of the Procuring Agency, the Consultant/expert has engaged in Fraud and Corruption, or
- b) during the Term of the Framework Agreement, the consultant/expert ceases to be qualified or eligible as per FAGP 4. Or
- c) the consultant/expert 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) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.

16.2 The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the consultant/expert, 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 consultant/expert under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

**17. Consequence of expiry or termination**

17.1 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.

**18. Dispute resolution in relation to this Framework Agreement**

18.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

18.2 Where parties have exhausted the process described in **FAGP 18.1**, 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.

**19. Dispute resolution in relation to Call-off Contracts**

19.1 The Procuring Agency and the consultant/expert 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.

19.2 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 consultant/expert 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 proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

19.3 Notwithstanding any reference to arbitration herein,  
a) the parties shall continue to perform their respective obligations under the Contract unless

they otherwise agree; and

the Procuring Agency shall pay the  
consultant/expert any monies due the  
consultant/expert.

## SECTION-B

### Framework Agreement Specific Provisions

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

Framework Agreement General Provision	Description
<b>FAGP 1 (i) Procuring Agency' Country</b>	The Procuring Agency's Country is: <i>Islamic Republic of Pakistan</i>
<b>FAGP 1 (l)</b>	This Framework Agreement relates to the acquire services from consultants/experts, under a separate Call-off Contract. The Services are broadly described in the TORs, besides, specific requirements/TORs will be shared with the consultants/experts, during Secondary Procurement stage.
<b>FAGP 2.2 Framework Agreement Documents</b>	<p>This Framework Agreement comprises the following documents:</p> <ul style="list-style-type: none"> <li>a. Notification of Intention to Conclude a Framework Agreements to be issued to pre-qualified Applicants</li> <li>b. Framework Agreement, including all Sections</li> </ul>
<b>FAGP 4. Eligibility</b>	<p>Eligible Countries: For the information of the Applicants, at the present time the individuals, acquiring Services from the following countries are excluded from this Prequalification process:</p> <ul style="list-style-type: none"> <li>1. India</li> <li>2. Israel</li> </ul> <p>Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:</p> <p><a href="http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L">http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L</a></p>

<b>FAGP 5.1 Term</b>	The Term of this Framework Agreement is <i>two (02) years</i> from the Commencement Date.
<b>FAGP 5.2 Term extension(s)</b>	The term of this Framework Agreement is extendable to another one year upon satisfactory performance. However, the total duration of this framework agreement shall not exceed three (03) years.
<b>FAGP 6.1 Representatives</b>	<p><b><u>Procuring Agency's Representatives</u></b></p> <p>The name and contact details of the Procuring Agency's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address: NDRMF's office 5<sup>th</sup> Floor EOBI Building, G-10/4, Islamabad</p> <p>Phone: 051-9108300</p> <p>E-mail:</p>
<b>FAGP 6.1 Representatives</b>	<p><b><u>Consultant/Expert</u></b></p> <p>The name and contact details of the Consultant/Expert, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address: .</p> <p>Phone:</p> <p>E-mail:-</p>
<b>FAGP 8.1 Contract Price &amp; brief procedure for Secondary Procurement</b>	<p>The Contract Price that will apply to the provision of services under a Call-off Contract shall be determined:-</p> <p><b>For Mini-competition:</b></p> <p>the successful competitive quotation.</p>

<p><b>FAGP 8.2</b></p> <p><b>Contract Price &amp; brief procedure for Secondary Procurement</b></p>	<ul style="list-style-type: none"> <li>○ Mini-competitions shall be conducted among rostered experts (recommended minimum of three (3) respective category experts). Simplified RFP shall be used for the mini-competition.</li> <li>○ Each Call-off contract/order shall contain specific ToRs, a timeline, cost, and deliverables.</li> <li>○ Experts shall submit their responses in sealed envelop format through Single Stage One Envelope, to be opened by designated Consultant Selection Committee.</li> <li>○ Responses submission deadline shall be at least five (5) working days.</li> <li>○ The designated Committee, in compliance with Regulation No.10 of CSR 2010, may negotiate with the highest ranked expert regarding methodology, work plan, and special conditions of the contract. In case of failure of negotiations with the highest ranked expert, the Committee may invite the next ranked expert for such negotiations or discussions. Negotiations are to be carried out by the committee and its minutes shall be recorded. Negotiations by a single person Committee shall never be allowed. Provided that negotiations shall not seek changes in the rates quoted by the bidder in accordance with the restriction imposed on financial negotiations under Rule 40 of the Public Procurement Rules, 2004</li> <li>○ Call-off contracts (time based or Lump-sum, on case to case bases) shall be awarded to expert whose quotation determined by the Committee as “successful competitive quotation”.</li> </ul>
<p><b>FAGP 9.1</b></p> <p><b>Language</b></p>	<p>The language of this Framework Agreement, and any Call-off Contract is English</p>
<p><b>FAGP 14.1</b></p>	<p>Government of Pakistan</p>
<p><b>FAGP 19</b></p> <p><b>Dispute Resolution in relation to Call-off Contract.</b></p>	<p>The rules of procedure for arbitration proceedings shall be as follows: Dispute Resolution</p> <p>1- If any dispute of any kind whatsoever shall arise between the Procuring Agency and the consultant/expert in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the</p>

	<p>other Party in this regard.</p> <p>2- At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>3- At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in English language.</p> <p>4- The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5- Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the consultant/expert any monies due to the consultant/expert.</p>
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## **SECTION-C**

### **Broad Terms Of References**