



**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
GOVERNMENT OF PAKISTAN  
ISLAMABAD



**INVITATION OF BIDS FOR SUPPLY OF ICT EQUIPMENT**

National Disaster Management Authority (NDMA), Ministry of Climate Change, Government of Pakistan invites sealed bids from eligible bidders (original manufacturers / authorized dealers /distributors/suppliers) registered with Income Tax and Sales Tax Departments / holding NTN for the supply of following brand new “ ICT Hardware”.

Sr.	Item	Quantity
1.	Laptop	07
2.	Mobiles	15
3.	Multimedia	01
4.	Telephone Set	10
5.	Desktop PC All in One	04
6.	Fax Machine	01
7.	Wireless Access Point	02
8.	4G Wingle all network supported	05

- Bidding documents containing detailed terms and conditions, methods of procurements, procedure for submission of bids, bid security, bid validity, bids opening, bids evaluation criteria, clarification/ rejection of bids, performance guarantee etc are available at the office of the undersigned. Interested bidders may obtain these documents, by written request on company / firms' letter head accompanying pay order / demand draft of Rs. 500/- (non-refundable) in the name of Director (A&P), NDMA, Islamabad. Bidding documents can also be downloaded from NDMA website free of cost.
- Single stage two envelopes procedure will be adopted. “Technical” & Financial” Bids in separate sealed envelopes, prepared in accordance with the instructions / requirements, must reach the undersigned on/or before 1100 hours by 11<sup>th</sup> June, 2018. Late submission(s), will not be accepted.
- “Technical Bids” will be opened in Room No. 220-E, NDMA, on the date of submission on 11<sup>th</sup> June, 2018 at 1130 hours in the presence of the bidders or their authorized representatives. Financial Bids of technically qualified bidders (i.e. proposals compliant to technical specifications and other terms & conditions) shall be opened publically on date and time to be specified later. The “Financial Bid” must be supported by earnest money @ 5% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of undersigned.
- Ex-stock availability must be indicated in the bids.
- NDMA reserves all the rights to accept or reject any or all of the bids at any time in public interest as per PPRA rules.
- This advertisement is available on NDMA's website i.e., [www.ndma.gov.pk/](http://www.ndma.gov.pk/) and on PPRA's website i.e., [www.ppra.org.pk](http://www.ppra.org.pk)

**Director (Administration & Procurement)**  
National Disaster Management Authority (NDMA), Room No. 217-B,  
Prime Minister's Office, Bari Imam Road, Islamabad. 44000.  
Telephone: Office: 051 9204429

<u>S. No</u>	<u>Item Specifications</u>	<u>Quantity</u>
1.	<p style="text-align: center;"><b><u>Laptops (HP, Dell, IBM or Equal)</u></b></p> <p>Processor                      Intel core i7 or Core i5 or equal</p> <p>Display Size                    15.6"</p> <p>Storage                         1 TB, or 500 GB</p> <p>RAM                              8 GB</p> <p>Operating System            Windows 10 Professional</p> <p>Battery                         8-cell (up to 3 Hrs Backup time)</p> <p>Standard Features            Sound, Webcam (720-pixel HD), USB and HDMI Ports, Wireless and Ethernet Ports</p> <p>Warranty                        1 Year Standard Warranty with after sale service.</p>	07
2.	<p style="text-align: center;"><b><u>Mobile Phone / Smart Phone (Samsung, Huawei, Apple or Equal)</u></b></p> <p>Processor                      1.0 GHz or equal</p> <p>Memory                        32/64GB built-in, 4GB RAM microSD Card (support up to 256GB)</p> <p>Display /Size                 Capacitive touchscreen, 16M colors, Multi touch. 5.5 inches</p> <p>Battery                         3010 mAh</p> <p>Connectivity                 Wi-Fi 802.11 a/b/g/n, Wi-Fi Direct.</p> <p>Camera                         16 MP</p> <p>SIMs                             Dual SIM</p> <p>Warranty                        1 Year Standard Warranty with after sale service.</p>	15
3.	<p style="text-align: center;"><b><u>Multimedia (Sony, Acer, Benue or Equal)</u></b></p> <p>Number of pixels              2,359,296 (1024x768 x 3) pixels</p> <p>Type                             Ultra-high pressure mercury lamp</p> <p>Wattage                        210 W type</p> <p>Lamp Replacement Time    Lamp mode: High - 4000 H   Lamp mode: Standard - 6000 H   Lamp mode: Low - 10000 H</p> <p>Filter Cleaning Cycle        7000 H (cleaning)</p> <p>Light Out                      High - 3800L   Standard - 2700L   Low - 2100L</p> <p>Contrast ratio (full white / full black)    3300:1</p> <p>Display Resolution            Computer input   UXGA 1600 x 1200 dots</p> <p>Connectors                    Mini D-sub 15-pin   S VIDEO in   Audio in   HDMI in (HDCP)   Lan   USB   Video Out   Audio Out</p> <p>Warranty                        1 Year Standard Warranty with after sale service</p>	01

4.	<p style="text-align: center;"><b><u>Telephone Set (Panasonic or Equal)</u></b></p> <p>Multiple(single/double) Lines  Call display compatibility  Call Holding Facility  1 Year Standard Warranty with after sale service</p>	10
5.	<p style="text-align: center;"><b><u>Desktop PC or All in One (Dell, IBM, HP or Equal)</u></b></p> <p>Processor Intel core i7 or Core i5 or equal  Display LED 24"  Storage 1 TB, or 500 GB  RAM 8 GB  Operating System Windows 10 Proccessional  Standard Features Sound, USB and HDMI Ports, Wireless and Ethernet Ports, Keyboard and Mouse  Warranty 1 Year Standard Warranty with after sale service.</p>	04
6.	<p style="text-align: center;"><b><u>Heavy Duty Fax Machine (Canon, HP, Panasonic or Equal)</u></b></p> <p>Paper Size A4, Letter, Legal *1, B5(JIS/ISO), 16K, 216 x 330 mm *1, 216 x 340 mm *1  Paper Capacity 250 sheets + 1 sheet manual tray  Feeder Capacity 20 sheets  Memory Size 64 MB  Computer Interface 100Base-TX / 10Base-T, USB  Print Speed Up to 26 ppm (A4)  Print Resolution 600 x 600 dpi  Supported OS Windows® XP, Windows Vista®, Windows® 7, Windows® 8, Windows Server® 2008, Windows Server® 2012, Mac OS X 10.5 - 10.8, Linux®*4  Copier  Copy Speed *5 Up to 26 cpm (A4)  Copy Resolution Up to 600 x 600 dpi  Multi-Copy 99 pages  Reduction / Enlargement 25 % - 400 % (1 % step)  Copy Function Quick ID, N-in-1, Separate N-in-1, Poster, Image Repeat, Edge/Margin  Scanner  Color / Mono Scan Yes / Yes  Scan Resolution Up to 600 x 1200 dpi (Optical) / Up to 19200 x 19200 dpi (Interpolated)  Scan Function Scan to PC / Email address / FTP / SMB Scan to PC (via USB only)  Supported OS Windows® XP, Windows Vista®, Windows® 7, Windows® 8, Mac OS X 10.5 - 10.8, Linux® *4  Fax  Modem Speed 33.6 kbps - 2.4 kbps with automatic fallback  Memory Size *6 3.5 MB (Reception: Approx. 110 pages / Transmission: Approx. 150 pages)  Phonebook 100 + 6 stations  One-Touch Dial 6 stations  Fax to Email Yes  Web Fax Preview Yes  Warranty 1 Year Standard Warranty with after sale service.</p>	01

7.	<p style="text-align: center;"><b><u>Wangle Device</u></b></p> <p>ENDLESS MEDIA STREAMING: Seamlessly stream your videos, photos, and music to your connected TVs, media players, smartphones, tablets, TV sticks and other DLNA devices.</p> <p>TRAVEL ROUTER: Instantly convert a wired network to wireless with easy setup. Also can bridge an existing wireless network, create your own secure Wi-Fi network.</p> <p>FREE UP SPACE: Backup your photos and videos from your iPhone, Android phones, iPad or other mobile devices to attached USB flash drive, hard disk. Free up space on your phones.</p> <p>LIGHTWEIGHT AND SMALL: Powered by USB for extreme portability, which is only weighted 1oz.</p> <p>PACKAGE CONTENTS: Trip Mate Nano (HT-TM02), USB cable, User Manual.</p> <p>1 Year Standard Warranty with after sale service.</p>	05
8.	<p style="text-align: center;"><b><u>Wireless Access Point</u></b></p> <p>Network Standards: 802.11b , 802.11a/g , 802.11n , 802.11ac</p> <p>Wi-Fi Speed: AC5400 (N1000 + AC2166 + AC2166)</p> <p>Wi-Fi Bands: 2.4 and 5 GHz(2x) (simultaneous tri-band)</p> <p>Wi-Fi Range: Very Large Household</p> <p>Antennas: 8x external adjustable antennas</p> <p>Processor: 1.4 GHz dual-core</p> <p>Wireless Encryption: 64/128-bit WEP, WPA2 Personal, WPA2 Enterprise</p> <p>Operation Modes: Wireless Router, Access Point (Bridge)</p> <p>Easy Setup: Browser-based Setup ,</p> <p>Certified Operating Systems: Windows 7, Windows 8.1</p> <p>Minimum System Requirements: Internet Explorer® 8 ,Safari® 5 (for Mac®) , Firefox® 8 , Google Chrome™</p> <p>Security Features: WPA/WPA2 , 128 bit AES link encryption , WEP</p> <p>Power Supply: Input: 100-240V ~ 50-60Hz; Output: 12V, 5A</p> <p>1 Year Standard Warranty with after sale service.</p>	02

**SUPPLY OF ICT EQUIPMENT TO NDMA**  
**TERMS AND CONDITIONS FOR BID AND BIDDERS**

1. **Tender Identification Number.** TENDER No. 07 / 17-18.
2. **Title.** Supply of ICT equipment's" through "SINGLE STAGE TWO ENVELOPE METHOD".
3. **Procurement Agency.**  
National Disaster Management Authority  
Prime Minister's Office Premises  
Islamabad
4. **Last Date & Time for Submission of Bid.** 11<sup>th</sup> June, 2018 1100 Hours.
5. **Bid Opening Date & Time.** 11<sup>th</sup> June, 2018 1130 Hours.
6. **Bid Opening Address.** Room No. 220-E  
National Disaster Management Authority  
Prime Minister's Office Premises, Islamabad
7. **Bid Opening Process / Method.** NDMA will follow **Single Stage, Two Envelope** process in accordance with **Rule 36(b) of PPRA Rules 2004**. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The proposal should be clearly marked with "Technical Proposal" and "Financial Proposal". In the first instance, only technical proposal will be opened and scrutinized. The financial proposal of only qualifying firms will be opened. The financial proposals of firms not meeting the required specifications/ criteria will be returned unopened.
  - a. **Bid Validity Period.** Bid validity period should be 90 days from the date of opening of Tender. The amount of the bid and bid security / earnest money shall be in Pak Rupees. The bidders are required to deposit **earnest money (refundable) equal to 5% of the bid value** in the shape of either **pay order or demand draft** in favor of Director Administration, NDMA, with their FINANCIAL PROPOSALS. However, the bidder will furnish a certificate with TECHNICAL PROPOSAL that the earnest money has been submitted. **Bids not accompanied by bid security / earnest money will not be entertained.**
  - b. Bid security / earnest money of successful bidders will alone be retained till submission of bank Guarantee which will be retained till expiry of contract period.
8. **Bid Validity Period.** 90 days from the date of opening of Tender.

9. **Rejection of Bid.**
- a. Incomplete and conditional quotations will be rejected forthwith.
  - b. Bids received after due date & time will not be accepted.
10. **Bidder's Mandatory Qualification / Prerequisites.** The bidder should be original

Manufacturer/ authorized distributor/ supplier etc and should have its own office for after sales service.

11. **Bid Supporting Documents.**

- a. Earnest Money (refundable) equal to 5 % of bid value in Pak Rupees in form of a pay order / Demand Draft in favour of Director Administration, NDMA.
- b. Audited Bank Statements of last 5 years.
- c. Authenticated Certificate of Authorized Dealership from OEM.
- d. Income Tax and Sales Tax Registration Certificate.
- e. Company Profile including proof of existence in particular business.
- f. An affidavit that the Firm / Company has never been blacklisted by any Ministry / Division / Department / Organization of the Government of Pakistan in the past.

12. **Compliance Instructions.**

- a. Quoted rates should include all applicable GoP taxes.
- b. No cutting / overwriting of the offered prices will be accepted.
- c. Strict Compliance of given Specifications. Higher Specifications will be accepted but on competitive prices of bidding process.

13. **Draft Contract Agreement.** Copy Enclosed. Contract will be concluded with successful bidder within Seven days of Conclusion of bid.

14. **Maximum Time of Delivery.**

- a. 1 weeks
- b. Bidders offering least lead time and competitive price will be preferred.
- c. Right to extend time period of delivery remains with NDMA.

15. **Payments.** Will be processed as per Contract Agreement.

**CONTRACT AGREEMENT**

**BETWEEN**

**NATIONAL DISASTER MANAGEMENT AUTHORITY**

**PRIME MINISTER'S OFFICE**

**ISLAMABAD**

**AND**

**M/S**

**XXXXXXXXXX**

**FOR**

**SUPPLY OF ICT EQUIPMENT**

RESTRICTED

NATIONAL DISASTER MANAGEMENT AUTHORITY

ISLAMABAD

AGREEMENT FOR SUPPLY OF

IT EQUIPMENT

This Agreement is made at Islamabad on \_\_\_\_\_ 2018 between the President of Islamic Republic of Pakistan (hereinafter called the "Purchaser") the First Party and **Messer's** \_\_\_\_\_ (hereinafter called the "Supplier") the Second Party. The President of Islamic Republic of Pakistan shall be represented by the Director Administration, National Disaster Management Authority, Pakistan and **M/s.** whereby, it is agreed that the Supplier shall, supply and deliver IT Equipment subject to terms and conditions as stipulated in the articles / clauses, annexes and attachments attached hereto. These articles clauses, annexes and attachments shall constitute the entire Agreement between the two parties and shall supersede any previous undertaking, commitments or representations whatsoever oral or written in this regard.



**RESTRICTED**

**TABLE OF CONTENTS**

<b>Clauses</b>	<b>Contents</b>
	General Particulars of the Contract
Clause-1	Definitions
Clause-2	General Conditions of Contract
Clause-3	Scope of Contract
Clause-4	Schedule of Work
Clause-5	Contract Cost
Clause-6	Terms of Payment
Clause-7	Performance Bank Guarantee
Clause-8	Inspection
Clause-9	Warranty, Maintenance and After Sales Support
Clause-10	Publications
Clause-11	Delay in Performance
Clause-12	Supplier's Default
Clause-13	Liquidated Damages
Clause-14	Failure/Termination of Contract
Clause-15	Amicable Settlement
Clause-16	Force Majeure
Clause-17	Arbitration
Clause-18	Subletting
Clause-19	Contract Coming Into Force

## GENERAL PARTICULARS OF CONTRACT

- |     |                                             |                                                    |
|-----|---------------------------------------------|----------------------------------------------------|
| 1.  | Name of Purchaser                           | National Disaster Management Authority, Islamabad. |
| 2.  | Consignee                                   | Director Administration, NDMA, Islamabad.          |
| 3.  | Cost Debitable Head                         | XXXX                                               |
| 4.  | Name of Manufacturer/Supplier               | XXXX                                               |
| 5.  | Quantity of the Item                        | As per BoQ                                         |
| 6.  | Country of Origin                           | As per specifications                              |
| 7.  | Model                                       | As per specifications                              |
| 8.  | Warrantee/ Guarantee                        | 1 year                                             |
| 9.  | Total Contract Value (in Pak Rs)            | Rs: XXXXX                                          |
| 10. | Bank guarantee against Contract Performance | 10% of total value of the Contract                 |
| 11. | Delivery                                    | Within____x days after signing of the Contract     |
| 12. | Contract Agreement Number                   | Contract / NDMA / 07 / IT Items / 2017-18          |

**RESTRICTED**

**CLAUSE – 1            DEFINITIONS**

The following words and expressions shall have the meaning assigned to them as defined hereunder:-

1.1 **Contractual Documents**. Shall mean, in the order of precedence, the Contract Agreement including all annexes and its distributed copies.

1.2 **Bill Of Quantity**. "Bill of Quantity" or "BoQ" shall mean the quantities of the items at **Annex 'A'** of the Contract, to be supplied by the Supplier to fulfill the Scope of Contract defined in **Clause 3**.

1.3 **Work Order/Procurement Order**. The work order/procurement order shall mean the formal order issued by the Purchaser/Consignee to the Supplier to execute the works or procurement as defined in the scope of Contract (**Clause 3**) as a whole or partially, as defined scope of work.

1.4 **Scope Of Work** Scope of Work "shall mean all work to be done under this Contract/Procurements to be made.

1.5 **Services**. "Services" shall mean all type of services pursuant to the scope of the Contract defined in **Clause 3**.

1.6 **Contract Cost**. The "Contract Cost" shall mean the total price for supply of IT Equipment including duties/taxes on **FOR Basis**.

1.7 **Inspection**. IT Items shall be inspected by the consignee in the presence of representatives of supplier in accordance with technical specifications. 100% of the IT Equipment will be inspected in the presence of the representatives of supplier and inspection report shall be submitted to the Chairman, NDMA.

1.8 **Warranty Period**. "Maintenance / Warranty Period" shall mean, 1 Years starting from the date of acceptance by the consignee.

1.9 **Contract Duration**. The duration of Contract is valid from signing date of the of Contract unless terminated pursuant to this Agreement **Clause 14**

1.10 **Item Rate**. Means the rate of each item at the time of signing of the Contract as given in BoQ.

**CLAUSE – 2            GENERAL CONDITIONS OF THE CONTRACT**

The following General Conditions shall apply to this Contract:-

2.1    **Applicable Laws.**    The Contract shall be interpreted in accordance with the laws of Pakistan.

2.2    **Obligation Of The Supplier.** The obligation of the supplier is limited to supply the products on **FOR Basis**, inspection and execution of warranty and after sales support as given in the Contract.

**Consignee:** Director Administration, National Disaster Management Authority, Islamabad.

**Supplier's Name and Address :**                    XXXXXXXXXX

2.3    **Taxes and Duties.**                    All applicable taxes will be paid by Supplier as per Govt of Pakistan rules about taxation and duties of all kind. Exemptions of taxes and duties for this Contract Agreement, if any vide SRO for which necessary documentation will be provided by the Supplier with the payable invoices.

2.4    **Notices.** Any notice given by one party to the other, pursuant to this Contract, shall be sent in writing or by fax (followed by email) and confirmed in writing to the address, specified for the purpose in the conditions of Contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.5    **Execution of The Contract.** Execution of the Contract will be made by the Purchaser in accordance with the terms of the Contract under its own supervision. Any damaged goods are to be replaced by the Supplier.

2.6    **Language Of The Contract.** Language of the Contract will be English.

**CLAUSE – 3            SCOPE OF THE CONTRACT**

The Supplier shall deliver IT Equipment as mentioned in the **Annex “A”** (BoQ) on FOR Basis. Supplier shall also provide the warranty and after sales support of the IT Equipment as stated in this Contract. The scope of work to be performed by the Supplier is further defined in the subsequent clauses.

**CLAUSE – 4            SCHEDULE OF WORK**

4.1     The Supplier shall provide the IT Equipment within \_\_\_\_\_ days of signing of this Contract. Delay in supply up to 7 days be regarded as grace period available to supplier and the delivery date will be considered to have been automatically extended upto that limit without issuance of any formal amendment and payment of any liquidate damage provided a written notice is intimated 7 days before expiry of actual delivery period.

4.2     Partial delivery is allowed.

4.3     The delays on part of Purchaser/Consignee for any retardation will not be included in said period.

**CLAUSE – 5            CONTRACT COST**

5.1     For the successful performance by the Supplier of all its obligations set forth in this Contract, Purchaser shall pay the Supplier an amount of Rs XXXXXX on **FOR basis**, as per terms of payment for under **Clause-6** the supply of XXXXXXXXX.

5.2     The cost is inclusive of all taxes and duties.

**CLAUSE – 6            TERMS OF PAYMENT**

100 % payment shall be made to the supplier on acceptance of the IT equipment and on production of following documents:-.

- (1)     Delivery Challan (In duplicate).
- (2)     Firm bill (In duplicate).
- (3)     Sale tax invoice (In duplicate).
- (4)     Warrantee/Guarantee form (in duplicate) for each equipment
- (5)     Valid Professional Tax & Income Tax exemption Certificate (If applicable).

**CLAUSE – 7            PERFORMANCE BANK GUARANTEE**

7.1 The Supplier shall furnish an unconditional / irrecoverable Bank Guarantee from a scheduled bank of Pakistan 'A' rating within 7 days from the date of signing of Contract Agreement for an amount of 10% of Contract cost as Contract Performance Bank Guarantee against the total value of the Contract and shall remain valid till completion of warranty period.

7.2 Performance Bank Guarantee will be endorsed in favor of Director Administration, NDMA.

7.3 Performance Bank Guarantee will be provided on judicial stamped paper of Rs. 100 in accordance with approved format attached at **Annex 'B'**.

7.4 The aforesaid guarantee will be released by Director Administration, NDMA, after final closure of the Contract and on expiry of Warranty Period.

7.5 In the event of unsatisfactory performance noticed by the Purchaser/consignee, or any breach of terms of the Contract, the amount payable to the Supplier shall be forfeited to the Government of Pakistan at the discretion of the Purchaser. Furthermore, the Supplier undertakes not to hinder/restrain encashment of Performance Bank Guarantee, provided to the Purchaser on the account of this Contract, through any court, extra judicial or any other processes, including administrative in nature, whatsoever.

**CLAUSE – 8            INSPECTION**

A board of officers detailed by Chairman, NDMA will carry out detailed inspection of the equipment and sign an acceptance certificate. Specimen of acceptance certificate is at **Annex 'C'**.

**CLAUSE – 9            WARRANTY MAINTENANCE AND SUPPORT PERIOD**

9.1 "Warranty Period" for this Contract shall mean 1 Year or more (as offered by supplier), commencing from the date of acceptance of the equipment. During this period IT Equipment will be covered under Supplier's warranty, if its operations and maintenance is carried out as per manufacturer's recommendation and operating manuals. Supplier Warranty Certificate is attached at **Annex 'D'**.

9.2 The supplier shall ensure that the faulty equipment is made serviceable within 15 x working days.

**CLAUSE – 10         PUBLICATIONS**

Supplier will provide user manual in soft and hard copies (with each equipment) to NDMA along with IT Equipment in English.

**RESTRICTED**

**CLAUSE – 11      DELAYS IN PERFORMANCE**

11.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified in the Contract.

11.2 Any un-excused delay by the Supplier in performance of its delivery/project completion obligations shall render the Supplier liable to any or all of the penalties including but not limited to liquidate damages. The Supplier shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Supplier's notice, Purchaser shall evaluate the situation and may at its sole discretion extend the Supplier's time for performance in which case the extension shall be ratified by the Parties by amendment of the Contract.

**CLAUSE – 12      SUPPLIER' S DEFAULT**

12.1 If the Supplier neglects to perform the Contract with due diligence and expedition or shall refuse/or neglect to comply with any reasonable orders given to him in writing by Purchaser or any of his authorized representative in connection with the performance of the Contract or shall contravene the provision of the Contract, Purchaser may give notice in writing to the Supplier to make good the failure, neglect or contravention complained of.

12.2 Should the Supplier fail to comply with the said notice, within 10 days a reasonable time from the date of service thereof, it shall be lawful for Purchaser forthwith to terminate the Contract by notice in writing to the Supplier without prejudice to any rights, which may have accrued under the Contract to either party prior to such termination.

**CLAUSE – 13      LIQUIDATED DAMAGES**

If Supplier fails to deliver any or all of the goods or perform the services within the time period (s) specified in the Contract, Purchaser/consignee shall with out prejudice to its other remedies under the Contract, shall have the right to claim liquidated damages and the Supplier shall pay to Purchaser as liquidated damages with respect to those delayed goods an amount equal to 2% of the value of the goods delayed for each month of delay or part thereof until actual delivery or performance up to a maximum deduction of 10% of the Contract Cost. Once the maximum is reached, Purchaser may consider Termination of Contract.

**RESTRICTED**

**CLAUSE – 14      FAILURE / TERMINATION OF CONTRACT**

14.1 Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier terminate this Contract in whole or in part.

14.2 In the event Purchaser terminates the Contract in whole or in part, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those un-delivered, and the Supplier shall be liable to Purchaser for any excess costs for such similar goods and services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

14.3 The Time for the date of delivery of the stores as stipulated in the Contract shall be taken as the essence of the Contract, all deliveries must be completed within the date specified in the Contract. Should the supplier fail to delivery the store or any consignment thereof within the stipulated period or any extension thereof, the purchaser shall be entitled at his option to take either of following action:-

- a. To cancel the Contract and/or to purchase else where store not delivered at Risk and Expense of the supplier and without notice to him. The supplier shall be liable for loss which the purchaser may sustain on this account but shall not be entitled to any gain on re-purchase.

OR

- b. To make the supplier liable to pay the stipulated liquidated damages as per liquidated damages Clause.

**CLAUSE – 15      AMICABLE SETTLEMENT**

15.1 Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.

15.2 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

**CLAUSE – 16      FORCE MAJEURE**

16.1 The Supplier will not be held responsible for any delay in supply of equipment due to events of Force Majeure such as acts of God, War, Riots, Civil commotion, Strike, lockouts, acts of foreign



**RESTRICTED**

government and its agencies and disturbance directly affecting the supply over which events or circumstances the Supplier has no control. In such an event the Supplier shall inform the Purchaser/Consignee within 7 days of the happening in writing. Non-availability of the export permit for the export of the contracted (Equipment) from the country of its origin, shall not constitute Force Majeure.

16.2 The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

**CLAUSE – 17      ARBITRATION**

17.1 All matters of dispute or difference regarding rejection of IT Equipment 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

17.2 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.

17.3 In the course of arbitration the Contract shall continuously be executed except that part which is under arbitration.

17.4 All proceedings under this Clause shall be conducted in English language and in writing.

**CLAUSE – 18      SUBLETTING**

18.1 The Supplier and his representative will be entirely responsible for execution of the Contract in all respects according to the terms of the Contract. The Supplier shall also ensure to take the responsibility of all the work assigned to them.

18.2 Subletting is not allowed.

**CLAUSE – 19      CONTRACT COMING INTO FORCE**

This Contract comes into force upon its signatures on this \_\_\_\_\_ 2018.

**SIGNATURES**

**PURCHASER**

**SUPPLIER**

Signature: \_\_\_\_\_  
**Director**

Name:  
Designation:

For and on behalf of the president of  
Islamic Republic of Pakistan

Dated: \_\_\_\_\_ 2018

**Witness No 1: (Purchaser)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Dated: \_\_\_\_\_ 2018

Signature: \_\_\_\_\_

Name:  
Designation:

For and on Behalf of

Dated: \_\_\_\_\_ 2018

**Witness No 2: (Supplier)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Dated: \_\_\_\_\_ 2018

**RESTRICTED**

**DETAIL OF ANNEXES**

- Annex A** - BoQ / Contract Cost
- Annex B** - Specimen of Bank Guarantee/Performance Bond
- Annex C** - Acceptance Certificate
- Annex D** - Supplier's Warranty Certificate

**RESTRICTED**

**Annex 'A'**  
To NDMA Contract  
Agreement  
Contract / NDMA / 04 / IT Equipment /  
2016-17

**BILL OF QUANTITIES (BoQ)**

**Note.**

- a. The prices are firm and final for FOR Islamabad including all duties and taxes.
- b. Supplier will assure availability of spares during the warranty period.
- c. IT Equipment will be brand new.
- d. The price quoted is valid for the quantity ordered and the period prescribed under the delivery schedule only.

**RESTRICTED**

**Annex ' B'**  
To NDMA Contract Agreement  
Contract / NDMA/ 07 / IT Items/ 2017-18

**BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF Rs. 100/-**  
**OR AS SUITABLE TO THE AMOUNT OF BANK GUARANTEE**

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

Guarantee Executed \_\_\_\_\_ No. \_\_\_\_\_  
Expiry Date \_\_\_\_\_ on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Supplier) with address: \_\_\_\_\_ Penal  
Sum of Security (express in words and figures) \_\_\_\_\_ Letter  
of Acceptance No \_\_\_\_\_ dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound upto the (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Supplier) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if Principal (Supplier) shall well and truly perform and fulfill all the undertaking covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contractor and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We \_\_\_\_\_ e. f. (the Guarantor), waiving all objections and

RESTRICTED

the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Supplier) has duly performed his obligations under the Contactor or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor  
(Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address  
(Seal)

\_\_\_\_\_  
Corporate Guarantor

**ACCEPTANCE CERTIFICATE**

Place: Islamabad, Pakistan

Date: \_\_\_\_\_ 2018

In accordance with Contract No. Contract / NDMA / 07 / IT Items/ 2017-18 signed by National Disaster Management Authority of Pakistan and Supplier, after detailed and friendly visual inspection & physical inventory by both sides, the Acceptance Committee from Purchaser side found the contractual materials and X X X X X X X, comply with the requirements of the above-said Contract.

In Witness thereof, both parties have signed this Acceptance Certificate, which comes into force on XXX.

For and on behalf of

For and on behalf of

National Disaster Management Authority.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

CNIC Number: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_  
Purchaser

Initials: \_\_\_\_\_  
Supplier

**RESTRICTED**

**Annex ' D'**

To NDMA Contract Agreement  
Contract / NDMA/ 07 / IT Items/ 2017-18

**SUPPLIER'S WARRANTY**  
**TO BE READ IN CONJUNCTION WITH CLAUSE-11 OF THE CONTRACT**

Name of Firm: \_\_\_\_\_

Contract No: Contract / NDMA / 07 / IT Items/ 2017-18.

1. We hereby guarantee that the items supplied under the terms of this Contract are produced in accordance with the terms of the Contract and that the materials used whether or not our manufacturer are in accordance with the latest appropriate standard specification is also in accordance with the terms of the Contract, complete of good workmanship throughout and that we will replace free of cost (FOR) Islamabad as the case may be, every articles or part thereof which use or in use shall be found defective or is found not within the limit and tolerance of specification requirement or if any way not in accordance with the requirement of the Contract. Any unfair wear and tear / driver's negligence / use of unauthorized / wrong spares is not covered under this warranty.

2. In case of our failure to replace the defective parts of the items free of cost within 15 days, we will refund the relevant cost (FOR) Islamabad as the case may be in the currency/currencies in which received plus freight charges, upto consignee's and the purchaser shall have rights to purchase the required parts of the item declared defective at our risk and expense.

3. The parts supplied under the Contract will be genuine, brand new and 100% applicable to supplied item and will be under warranty for any defect in material & workmanship. If any claim is accepted the parts will be replaced free of charge.

Firm's signature

With rubber stamps \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_  
Purchaser

Initials: \_\_\_\_\_  
Supplier



**RESTRICTED**