

NATIONAL DISASTER MANAGEMENT AUTHORITY

TENDER FOR PROCUREMENT OF TENT COVERS

National Disaster Management Authority (NDMA), Islamabad invites sealed bids from well reputed and competent Contractors / Firms for procurement of tent covers.

The Applicant must be a Registered Manufacturer also having registration with Income Tax and Sales Tax Department.

The bidding documents including instructions/ terms and conditions may be obtained from the Office of the Undersigned (Room No.238-B, Prime Minister's Office Premises, Islamabad) during office hours. The same can also be downloaded from NDMA's website: www.ndma.gov.pk. The documents and sealed financial and technical bids along with sample must reach the Undersigned **before 1100 hours on 26th May, 2016 which will be opened on the same day at 1130 hours.**

Director (Administration & Procurement)
Tel: 9204429

TENDER NOTICE FOR PROCUREMENT OF TENT COVERS
TERMS AND CONDITIONS

1. **Tender Identification Number** TENDER No. 05/15-16.
2. **Title** Tender for Supply of tents covers.
3. **Procurement Agency**

National Disaster Management Authority
Prime Minister's Office Premises
Islamabad
4. **Last Date & Time for Submission of Applications** 26th May, 2016 before 11:00Hours.
5. **Opening Date & Time** 26th May, 2016 at 11:30 hours.
6. **Opening Address**

Room No. 220-E
National Disaster Management Authority
Prime Minister's Office Premises, Islamabad.
7. **Rejection of Applications**
 - a. Incomplete and conditional applications will be rejected forthwith.
 - b. Applications received after due date & time of submission will not be accepted.
8. **Applicants Mandatory Qualifications / Prerequisites**
 - a. Registered with Income Tax Department and Sales Tax Department.
 - b. Must be an original manufacturer having own production units.
 - c. Must have at least 10 years experience in the market.
9. **Supporting Documents**
 - a. Total annual average domestic sales turnover for each of the last three years as documented by audited financial statements.
 - b. Income Tax Registration Certificate.
 - c. Company Profile including proof of existence in particular business.
 - d. An affidavit that the Firm / Company has never been blacklisted by any Ministry / Division / Department / Organization of the Government of Pakistan in the past.
 - e. Details of past business experience with various clients to include quantities supplied.

- f. Average holding level of each product in the warehouse throughout the year.
10. **Specifications** Specifications of the tents covers are given at **Annex-A**. NDMA may ask for items with different specifications as well.
11. **Draft Contract Agreement** Copy Enclosed at **Appendix-A**. The agreement is a specimen made for tent covers.
12. **Award of Contract / Supply Order** Competitive bidding will be done after technical evaluation. The Contractor offering overall lowest bid against items of required quantity and specifications will be awarded the Contract / Supply Order.
13. **Earnest Money** The bidders will be required to deposit Earnest Money of Rs. 75,000/- in the shape of P.O/ Demand Draft in the name of Director (Finance), NDMA with the financial proposal.
14. **Payments** Will be processed after satisfactory delivery of items as per contract.



CONTRACT

(FOR)/ Services

No. _____

Dated _____

BETWEEN

GOVERNMENT OF PAKISTAN
MINISTRY OF CLIMATE CHANGE
NATIONAL DISASTER MANAGEMENT AUTHORITY

AND

M/S _____

NATIONAL DISASTER MANAGEMENT AUTHORITY

ISLAMABAD

AGREEMENT FOR SUPPLY OF

TENT COVERS

This Agreement is made at Islamabad on _____ 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 tent covers 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.

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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 Supplier XXXX
5. Delivery The Supplier will be bound to provide the items at the shortest possible notice not exceeding _____ days .
6. Default by Contractor In case the Supplier defaults to supply the items at his quoted rates, the Purchaser will be at liberty to purchase the items from open source and price difference will be paid by the Supplier.
7. Contract Agreement Number Contract / NDMA /01/item /Supplier/20____

CLAUSE – 1

DEFINITIONS

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

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

1.2 **Supply Item**. "Supply Item" shall mean the quantities of the items to be supplied by the Suppliers and when required to fulfill the Scope of Contract as defined in **Clause 3**.

1.3 **Purchase Order**. The Purchase Order shall mean the formal order issued by the Purchaser/Consignee to the Supplier to supply the tent covers as defined in the scope of Contract (**Clause 3**) as a whole or partially, as defined scope of work.

1.4 **Services**. "Services" shall mean all type of services pursuant to the Purchase Order.

1.5 **Inspection**. 100 % inspection of items shall be done by the consignee in the presence of representatives of supplier before delivery / dispatch of items at suppliers end, in accordance with the Purchase Order and inspection report shall be submitted to the Chairman, NDMA. In addition, stage inspection will also be carried out by representative of NDMA during the manufacturing of items.

1.6 **Contract Duration**. The duration of the Contract is valid for the Financial year _____ unless terminated pursuant to **Clause 11** of this Agreement and extendable for a further period of one year on the discretion of the Chairman, NDMA.

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 items as and when required.

2.3 **Rate Validity Period** Quoted rates will be valid for 120 days from the date of opening of tender.

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 kinds. 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 the XXXXXX as specified in the Purchase Order No _____ dated _____ at _____ (City) by _____ (date) as per specifications at Annex-A.

CLAUSE – 4 TERMS OF PAYMENT

4.1 Payment shall be made to the supplier on acceptance of the items and on production of following documents:-

- (1) Delivery Challan (In duplicate).
- (2) Firm bill (In duplicate).
- (3) Sale tax invoice (In duplicate).
- (4) Valid Professional Tax & Income Tax exemption Certificate (If applicable).

4.2 Part payments are permissible after delivery of 25% of the contracted quantity. Part payment will be made for the delivered stores only subject to completion of all codal formalities as mentioned above.

CLAUSE – 5 INSPECTION

An officer or a board of officers detailed by Chairman, NDMA will carry out detailed inspection of the items at the place of the supplier before dispatch of items and sign an acceptance certificate. Specimen of acceptance certificate is at **Annex 'B'**. Supply of sub-standard items will be rejected forthwith which will have to be replaced by the Supplier and late delivery charges as per **Clause 8** will be deducted from the payment of the Supplier. One randomly selected sample will also be sent for laboratory test.

CLAUSE - 6 PACKAGING Packing of products will be of international standards and sea-worthy so as to withstand weather effects, rough handling during unloading and transportation. Marking will be made in suitable size of bold letters provided that the parts thereof shall be appropriately packed according to the manufacturer's standards.

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 @ 5 % of the Contract value as Contract Performance Bank Guarantee and shall remain valid till completion of contract. If guarantee of foreign bank is provided, it should be countersigned by Pakistani Schedule bank of "A" rating.

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 'C'**.

7.4 The aforesaid guarantee will be released by Director Administration, NDMA, after final closure of the Contract at the time of completion of warranty period and issue of "No Demand Certificate" by the Consignee.

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 DELAYS IN PERFORMANCE OR SUBSTANDARD GOODS

8.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified on the work order. Late delivery of goods will be subject to penalty @ 0.5% of the delayed goods value per day.

8.2 Any un-excused delay by the Supplier in performance of 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 mutual agreement.

CLAUSE – 9 SUPPLIER'S DEFAULT

9.1 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.

9.2 Should the Supplier fail to comply with the said notice within 15 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 – 10 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 work order, Purchaser/consignee shall without 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.

CLAUSE – 11 **FAILURE / TERMINATION OF CONTRACT**

11.1 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.

11.2 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.

11.3 The Time for the delivery of the stores as stipulated in the Work Order shall be taken as the essence of the Contract, all deliveries must be completed within the time period specified in the Contract. Should the supplier fail to deliver 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 elsewhere 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 – 12 **AMICABLE SETTLEMENT**

12.1 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.

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

CLAUSE – 13 FORCE MAJEURE

13.1 The Supplier will not be held responsible for any delay in supply of items due to events of Force Majeure such as acts of God, War, Riots, Civil commotion, Strike, lockouts, acts of foreign 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 72 hours of the happening through mail /writing.

13.2 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 – 14 ARBITRATION

14.1 All matters of dispute or difference regarding rejection of items by the Inspection Team or cancellation of the Contract by the Purchaser to failure or performance, arising out of this Agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this Agreement, shall be referred to grievance committee as constituted under PPRA Rules

14.2 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.

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

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

CLAUSE – 15 SUBLETTING

15.1 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 him.

15.2 Subletting is not allowed.

CLAUSE-16 **WARRANTY / GUARANTEE**

16.1 The supplier shall furnish warranty as per specimen (attached as per Annex 'D') for the store against any defect in material workmanship etc for a period of _____ months/years from the date of receipt of store by consignee.

16.2 The Supplier warrants that all materials and workmanship will be to the highest grade and consistent with the established and the generally accepted standard for stores of the type ordered, and in full conformity with the specification and drawings. The Supplier further agrees to protect the Purchaser and save him from any loss, damage or expense whatsoever including lawyer's fees that the Purchaser may suffer as a result of failure of the stores to be as warranted, and this warranty shall remain effective after inspection of, payment for, and acceptance of goods as to the patent or latent defects. The supplier further agrees to replace FOR point of manufacture and material which may prove defective within twelve month after its arrival at consignee's end. Payment of the full/part price on proof of dispatch shall not absolve the Supplier of his responsibility under the contract to supply stores of the requisite description and in the quantity required and the Supplier shall promptly settle any claim made by the Purchaser on that account

Note: Any deviation to this clause will be wither prior approval of Competent Authority

CLAUSE-17 **AMENDMENT TO CONTRACT**

Contract may be amended/modified, to include fresh clause(s) or modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of the contract.

CLAUSE-18 **SECRECY**

The Supplier(s) shall undertake that any information about the sale/purchase of the stores under this contract shall not by communicated to any person, or to any press or agency.

CLAUSE-19 **PURCHASER RIGHT**

The purchaser reserves the right of deletion, addition and cancellation of the contract in part or full without assigning any reason whatsoever and without financial repercussion on either side within xxx days after the signing of contract such information will be passed to the Supplier on his legal address by the purchaser through the fastest possible means i.e Telephone, Fax, Telex, Cable Telegram etc.

CLAUSE – 20 CONTRACT COMPLETION/NO DEMAND CERTIFICATE

Supplier will submit a CONTRACT COMPLETION CERTIFICATE stating that no stores/goods/items/services contracted for are outstanding against the contract, to the procurement agency on the successful culmination of contractual obligations in the contract. Whereas concurrently indenter will certify through a 'NO DEMAND CERTIFICATE' that demand placed on the Procurement Agency has been fulfilled as per terms and conditions of the contract.

CLAUSE-21 OFFICIAL/LEGAL ADDRESSES

21.1 The official legal address on which the official/legal correspondence would be exchanged between the two parties with respect to the contract as under:-

- a. Purchaser address
- b. Supplier address
- c. Consignee Address
- d. inspection authority/inspector address

21.2 In case of change of any of the above addresses on the part of purchaser/supplier shall be notified immediately to the other party by a registered letter through the fastest means indicating his new corresponding/legal address, otherwise all correspondence sent to his address stated in the contract will be considered as correctly directed.

CLAUSE-22

CONTRACT COMING INTO FORCE

This Contract comes into force upon its signatures on this _____

SIGNATURES

PURCHASER – NDMA

SUPPLIER – M/S _____

Signature: _____
Director

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

For and on behalf of the President of Islamic Republic of Pakistan For and on Behalf of _____

Dated: _____

Dated: _____

Witness No 1: (Purchaser)

Witness No 2: (Supplier)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC No: _____

CNIC No: _____

Dated: _____

Dated: _____

COUNTERSIGNED

Signature: _____

Name: _____

Designation: _____

Dated: _____

SPECIFICATIONS

- a) Polythene sheet 9x4 feet stitched.
- b) Tear strength of the fabric minimum 100N both directions.
- c) Tensile strength of the fabric minimum 600N both directions warp and weft.

ACCEPTANCE CERTIFICATE

Place: Islamabad, Pakistan

Date: _____

In accordance with Contract No. Contract / NDMA / 01 /Item / Supplier / 2016 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 items both in quality and quantity as satisfactory.

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 Supplier

NATIONAL DISASTER MANAGEMENT AUTHORITY. M/S _____

Name: _____

Name: _____

Designation: _____

CNIC Number: _____

Date: _____

Designation: _____

Date: _____

Annex 'C'

To NDMA Contract Agreement
Contract / NDMA/ 01 / Item /Supplier / 20____

**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 No. _____

Executed on _____

Expiry Date _____

(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 Rs 500,000/- (Rupees Five Hundred Thousand) (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 Clause49, 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 _____(the Guarantor), waiving all objections and defences under 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

Corporate Guarantor (Seal)

Annexure-D

To NDMA Contract Agreement
Contract / NDMA/ 01 / Item /Supplier / 20____

NAME OF PROCUREMENT AGENCY
NATIONAL DISASTER MANAGEMENT

Firm's Name _____

Contract No _____

1. We hereby guarantee that the articles supplied under the terms of this contract are produced now in accordance with approval drawings in all respect in accordance with the terms of the contract, and that the material used, whether or not of our manufacture, are in accordance with the latest appropriate standard specification, and also in accordance with the terms of the contract complete of good workmanship throughout and that will replace free of cost (FOR consignee) as the case may be every article or part hereof which before use or in use shall be found defective or is found not within the limits and tolerance of specification requirement or if any way are not in accordance with the requirements of the contract.

2. In case of our failure to replace the defective stores free of cost within a reasonable period, we will refund the relevant cost (FOR consignee) as the case may be in the currency/currencies in which received plus freight charges, upto consignees and the purchaser shall have the right to purchase the stores declared defective at our risk and expense.

3. The supplier also undertakes to make good the deficiency in supply if any

4. The warranty will remain valid for _____ months/years on receipt of stores by the consignee.

Signature _____

Dated; _____

The signature must be the same as the one on the Tender/Contract, if otherwise must be shown to be the signature a person capable of giving guarantee on behalf of the contractors.