

**Appendix-B**



**Government of Pakistan**  
**National Disaster Management Authority**  
\*\*\*\*\*

F.N \_\_\_\_\_

Islamabad, the \_\_\_\_\_, 2021

**DRAFT AGREEMENT FOR SUPPLY OF**

\_\_\_\_\_

This Agreement is made at Islamabad on \_\_\_\_\_ between the **National Disaster Management Authority** (hereinafter called the “Purchaser”) the First Party and **M/s \_\_\_\_\_** (hereinafter called the “Supplier”) the Second Party. The President of Islamic Republic of Pakistan shall be represented by the Director Procurement, National Disaster Management Authority, Islamabad. This Agreement shall come into effect immediately upon signing by two parties. The purpose of this Agreement is to clearly lay down the roles and responsibilities of the two Parties, aimed at the successful discharge of the contractual obligations of each Party.

**CLAUSE-1 SCOPE OF THE AGREEMENT**

a. The Supplier shall deliver the item as per agreed rate (Unit Rate) as specified in the Purchase Order F.No. \_\_\_\_\_ / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_.

Sr No.	Description	Quantity	Rate Per Unit	Delivery Station

**CLAUSE-2 DEFAULT BY CONTRACTOR/ DELAYS / SUBSTANDARD GOODS**

a. In case of unsatisfactory services in any manner including quality & quantity and time line, NDMA reserve the right to withhold the payment / refuse to accept the items / or even to black list the firm.

b. In case of any delay in delivery, late delivery will be charged or NDMA also reserves the right to refuse the acceptance of stores.

c. 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.

d. Delay due to any unforeseen situation (if any), shall be notified by supplier immediately and the Purchaser may accordingly be informed in writing with detailed reasons.

e. Purchaser shall evaluate the situation and may at its sole discretion waive-off / extend the Supplier's delivery time.

**CLAUSE-3 PAYMENT TERMS**

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

a. Delivery Challan (In duplicate).

b. Firm Invoice (In duplicate).

c. Sale Tax Invoice (In duplicate).

d. Valid Professional Tax & Income Tax exemption Certificate (If applicable).e. In case of FE contracts, payment will be disbursed as per currency rate applicable on date of signing of Purchase Order. However, in case of significant fluctuation in currency exchange rate, same can be considered within 7 days of signing of Purchase Order. This change is applicable for supplier and purchaser interest.

**CLAUSE-3 INSPECTION**

- a. The Purchaser will inspect / count the items at the time of delivery through its nominated officer or a board of officers detailed by Chairman, NDMA.
- b. However, inspection can also be done by the Purchaser (if desired) at a later stage as per specimen of acceptance certificate - Annex 'A'.
- c. Supply of sub-standard items will be rejected and Purchaser may ask for replacement or withhold payment or may reject the supplies.

**CLAUSE-4 PACKAGING**

- a. Packing of products will be of international standards and sea-worthy so as to withstand weather effects, rough handling during unloading and transportation.
- b. Parts if any shall be appropriately packed according to the manufacturer's standards.

**CLAUSE-5 PERFORMANCE BANK GUARANTEE**

- a. The Supplier shall furnish an unconditional Performance Guarantee in shape of Bank Guarantee/Pay Order from a scheduled bank of Pakistan 'A' rating within 7 days from the date of signing of Contract Agreement @ 5% of the Contract value only in case of machinery/equipment as Contract Performance Guarantee shall remain valid till completion of period as agreed upon. If Guarantee of foreign bank is provided, it should be countersigned by Pakistani Schedule bank of "A" rating bank. If Performance Guarantee is not deposited before the delivery of goods/equipment, then 5% payment shall be deducted.
- b. Performance Guarantee will be endorsed in favor of Director Procurement, NDMA.
- c. Performance Guarantee will be provided on judicial stamped paper of Rs. 100 in accordance with approved format attached at Annex 'B'.
- d. The aforesaid guarantee will be released by Director Procurement, NDMA, after final closure of the Contract at the time of **completion of warranty period if any** and issue of "No Demand Certificate" by the Consignee.
- e. 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.

**CLAUSE-6 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-7 INTEGRITY PACT**

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

**CLAUSE-8 FAILURE / TERMINATION OF AGREEMENT**

- a. 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.
- b. 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 undelivered, 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.
- c. 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 cancel the Contract and/or to purchase elsewhere store not delivered at Risk and Expense of the supplier or to make the supplier liable to pay the stipulated liquidated damages as per liquidated damages Clause.

**CLAUSE -9 ARBITRATION**

- a. All matters of dispute or difference regarding rejection of items by the Inspection Team or
- b. 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
- c. 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.
- d. In the course of arbitration the Contract shall continuously be executed except that part which is under arbitration.

**CLAUSE-10 SUBLETTING**

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 and no subletting shall be allowed.

**CLAUSE- 11 WARRANTY / GUARANTEE**

- a. 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.

## **CLAUSE-12 AMENDMENT TO CONTRACT / PURCHASER RIGHT**

- a. 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      **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 -13 CONTRACT COMPLETION/NO DEMAND CERTIFICATE**

Supplier will submit a SUPPLIES COMPLETION CERTIFICATE stating that supplies/goods/ services are successfully and timely completed.

DELIVERY / COMPLETION CERTIFICATE from NDMA designated Officer/Department shall also be submitted with payment claims.

## **CLAUSE- 14 OFFICIAL/LEGAL ADDRESSES**

Both parties will share its official address official/legal correspondence would be exchanged between the two parties with respect to the contract.

Firm /Supplier Address:

Purchaser Address: Director (Procurement), National Disaster Management Authority (NDMA) Islamabad.  
Tel: 051-9087843, 051-9087866.

**CLAUSE- 15 CONTRACT COMING INTO FORCE**

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

**SIGNATURES**

**PURCHASER - NDMA**

**SUPPLIER - M/s \_\_\_\_\_**

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

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: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

Place: Islamabad, Pakistan

Date: \_\_\_\_\_ 2021

In accordance with Work order No. \_\_\_\_\_ and Contract No. \_\_\_\_\_ signed by National Disaster Management Authority (NDMA) and Supplier **M/s** \_\_\_\_\_, after detailed 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 \_\_\_\_\_ 2021.

For and on behalf of Purchaser

(National Disaster Management Authority, NDMA)

For and on behalf of Supplier

(M/s \_\_\_\_\_)

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

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

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

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

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

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

**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 Contract Agreement 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 convents, 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 \_\_\_\_\_ (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. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Guarantor (Seal)

\_\_\_\_\_ Name, Title & Address