



Government of Pakistan
Prime Minister's Office
National Disaster Management Authority (HQ)
Main Murree Road Near ITP Office, Islamabad



INVITATION FOR BIDS For Supply of Softwares/APIs

National Disaster Management Authority (NDMA) invites sealed bids from reputed firms registered with Income Tax departments and which are on Active Taxpayers List of Federal Board of Revenue (FBR) for Supply of Softwares/APIs.

2. Detailed terms & conditions and required specifications/categories are available and can be downloaded from <http://www.ndma.gov.pk> and PPRA website at www.ppra.org.pk. Pay order of **Rs.5,000/-** (Non-refundable) in favour of Director (Procurement), NDMA should be deposited at the time of submission of documents / bids as tender fee

3. The bids, prepared in accordance with the instructions in the tender/bidding documents, must reach on or before **16th January, 2024 at 11:00am**, **Technical Bids** will be opened on same day at 11:30am at NDMA Headquarter.

4. Bids received after the above deadline shall not be accepted and be returned unopened. Bids through E-mail / Fax shall **NOT** be accepted.

5. The Procuring Agency reserves the right to reject any or all the bid and to annul the bidding process at any time, without thereby incurring any liability except the provision of reasons thereof to the affected bidder(s).

Director (Procurement)
National Disaster Management Authority
Tel +92 51 9030854

TERMS AND CONDITIONS
FOR PROCUREMENT OF SOFTWARES/APIs

Tender Identification Number	TENDER No.11/Softwares procurement/23-24.
Title:	Softwares/APIs procurement
Procuring Agency	Government of Pakistan Prime Minister's Office National Disaster Management Authority (HQ), Main Murree Road Near ITP Office, Islamabad
Last Date & Time for Submission of Applications	16th January, 2024 at 1100 Hours
Opening Date & Time	16th January, 2024 at 1130 hours
Opening Address	Room No. 117, National Disaster Management Authority (HQ), Main Murree Road, Near ITP Office, Islamabad.

1. **Delivery of Tender:** **NDMA will follow Single Stage, Two Envelope Procedure.** Tender documents and its conditions may please be read point by point and understood properly before quoting. All tender conditions should be responded clearly. In case of any deviation due to non-acceptance of tender conditions(s), the same should be highlighted alongwith your offered conditions. Tender may however be liable to be rejected. Firms shall submit their offers in two separate envelopes (i.e. one copy of financial offer and one copy of the technical offer) and envelopes clearly marked "Technical proposal", "Financial proposal" in bold. The financial offer will include rates of items/services called for and the technical offer will not indicate the rates. Both types of offers are to be enclosed in separate covers and each envelope shall be properly sealed. Each cover shall indicate type of offer, number and date of tender and tender opening date. Thereafter both the envelopes (technical and financial offer) shall be placed in one envelope (second cover) duly sealed and signed. This cover should bear the address of the procurement agency indicating, No of tender, with its opening date. The tender documents covering technical and financial offers are to be furnished as under:-
 - a **Financial Offer:** The financial offer will be in single copy and indicate prices quoted in figures as well as in words in the currency PKR. Taxes, duties, etc are to be indicated separately. Unit price as well as total price of the bid quoted against the tender is to be clearly mentioned.

- b. **Technical Offer:** Should contain all relevant specifications along with essential literature/brochure, in a separate sealed envelope and clearly marked “Technical Offer” without prices, with tender number and date of opening. Technical offer shall be opened first; half an hour after the date and time for receipt of tender. **Firms are required to properly staple all the documents in the shape of booklet or in file cover.**
2. **Date and time for Receipt of Bids:** Tender must reach this office by the date and time specified in the Tender documents. NDMA will not accept any excuse of delay occurring in post. Tenders received after the appointed/ fixed time will NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. In case your firm has sent tender documents by registered post or courier service, you may confirm their receipt on Phone No 051-9030854 well before the opening date / time.
3. **Bid Opening Process/ Method**
Bids shall be open in presence of bidders or their representatives who choose to attend, at the place and at the time specified in the bidding documents. The Bidder’s representative shall sign their attendance. Bidders are advised to send a representative with the knowledge of the content of the bid who shall verify the information read out from the submitted documents.
4. **Time / Bid Validity:**
The validity period of bid must be indicated and should invariably be 90 days from the date of opening of technical offer. Firm undertakes to extend validity of offer if required by equal number of original bid period (i.e. 90 days as per original offer) i.a.w PPRA Rule-26. A Bid valid for a shorter period shall be rejected as non-responsive.
5. **Quoted Rate:** Rate in PKR will be quoted item wise and total amount for entire bid, inclusive of all applicable government taxes, duties etc. In case quoted rates are deliberately kept hidden or lumped together to trick other competitors for winning contract as lowest bidder, NDMA reserves the right to reject such offers on-spot besides confiscating firms Earnest Money / BidSecurity and take appropriate disciplinary action. No cutting / overwriting is allowed.
6. **Withdrawal of Bid:**
Firms shall not withdraw their financial offers before signing of the contract and within validity period of their offers. In case the firm withdraws its offer within validity period and before signing of the contract, Earnest Money of the firm shall be confiscated and disciplinary action may also be initiated for embargo up to 01 year.
7. **Performance guarantee:** To ensure timely and correct supply of Software/ APIs the successful firm shall furnish an unconditional performance Guarantee for an amount agreed in the contract agreement. The Performance Guarantee shall be endorsed in favour of Director (Procurement), NDMA.

8. Bid Security

- a. The Bidders are required to deposit bid security/ earnest money (refundable) equal to Rs.500,000/-. The firm shall clearly mention firm name on the back side of bid security. Bid security shall be in the shape of either pay order or demand draft in favor of Director (Procurement), NDMA.
- b. The amount of bid and bid security/ earnest money shall be in Pak rupees.
- c. Bids not accompanied by bid security/ earnest money shall not be entertained.
- d. Bid security/ earnest money of successful bidder shall be retained till signing of contract and deposit of performance guarantee.
- e. Bid security of the unsuccessful bidders shall be released after signing of contract with the most advantageous bidder.
- f. Bid security will be forfeited, if a bidder withdraws its bid during the period of bid validity.

9. Rejection of Bid: Application on following grounds to be rejected:-

- a. Incomplete and conditional bids shall be rejected forthwith.
- b. Bid received after due date and time shall not be accepted.
- c. Any effort by a bidder to influence the NDMA processing of bids or award decisions may result in the rejection of bid.
- d. NDMA reserves the right to reject the bids, and to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders.

10. Applicant's Mandatory Qualifications / Prerequisites:

- a. Registered with Income and Sales Tax Department.
- b. An affidavit that the firm/ company is not blacklisted by any Ministry/ Division/ Department / Organization of the Government of Pakistan at the time of bid submission.
- c. Earnest money Rs. 500,000/- in shape of Pay order/ demand draft in favour of Director (Procurement), NDMA.

11. Supporting Documents:

- a. Company details including manpower, strength and annual business turnover for last two years.
- b. Bank Statement/ Audited statement.
- c. Proof of existence in particular business.
- d. Details of past business experience with various clients to include quantities supplied.

12. Specifications and Quantities:

a. Specifications and quantities are as under:-

S. #	Software	Usage	No of Users
1	ArcGIS / ArcGIS PRO / ArcGIS Enterprise / ArcGIS Online	Spatial Analysis & Development	15
2	Open Weathers API Key	All Climatic Parameters Integration	API for Portals
3	Meteo Blue API Key (Maps, Forecasts, Satellite Imagery)	All Climatic Parameters, Climatic visualization, Weather forecasting	API for Portals
4	Map Box API Keys	Interactive 3D Mapping	API for Portals
5	Tableau Desktop	Dashboard and Mapping	4-6
6	3D Mapper Business	GIS Development	4-6
7	Map Tiler	GIS Development	API
8	Seismomatch	Earthquake Accelerograms	2
9	Windy API	Climate Data Monitoring	API
10	Adobe Suite	Presentation / Writing	15-30
11	Shutter Stock	Presentation / Writing	15-30
12	Flood Mapper by Jacob	Flood Modelling and Visualization in 2D /3D	2-4

b. The firm shall clearly mention softwares / APIs details in their bids and shall be bound to deliver same after issuance of purchase order.

c. Receipt of incomplete low quality/ substandard supplies or delay in supplies will render the supply order to be canceled and necessary action to be initiated under PPRA rules.

13. Evaluation of bid / Award of Contract: Bids will be evaluated on the following basis.

a. Compliance with the terms and conditions of the bidding documents

b. Compliance with the required specifications of items.

c. Price and delivery time period.

d. NDMA will sign a contract with the most advantageous bidder and fully responsive to the bidding documents. A draft contract agreement is at Annex-A.

14. Delivery Timeline:

a. The firm shall clearly mention delivery/completion time period in their bids.

b. The successful contractors shall deliver the items within mutually agreed time period given at the work order.

c. The firm shall provide necessary training and after sale service support.

15. Payments: Payment will be processed after satisfactory delivery with completion report signed by the end user.

Annex-A



Government of Pakistan
National Disaster Management Authority

F.N _____

Islamabad, the _____, 2024

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	Delivery Time/ Cutoff Date

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-4 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.
- c. Supply of sub-standard items will be rejected and Purchaser may ask for replacement or withhold payment or may reject the supplies.

CLAUSE-5 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-6 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 'J'.
- 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-7 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-8 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-9 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 -10 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-11 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- 12 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-13 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 -14 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- 15 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- 16 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 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 _____ (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