



No. F.6(2)/2021-22-NDMA (Proc)
Government of Pakistan
National Disaster Management Authority



“TENDER NOTICE”

**FOR PROCUREMENT OF OFFICE STATIONERY, FURNITURE,
MACHINERY AND MISCELLANEOUS ITEMS**

National Disaster Management Authority (NDMA), Islamabad intends to invite applications from Income and Sales Tax registered firms for procurement of office stationery and miscellaneous items for Financial Year 2021-22.

2. The bidding documents, instructions/ terms and conditions may be downloaded from NDMA (www.ndma.gov.pk) and PPRA website. Pay order of Rs.2,000/- (Non-refundable) in the favour of Director (Procurement), NDMA should be deposited at the time of submission of documents / bids as tender fee. Interested firms may drop their bids in **Post Box No.3356 at GPO, Islamabad before 1200 hours on 14th September, 2021 which will be opened the same day at 1300 hours.**

Director (Procurement), NDMA
PO Box No.3356 GPO Islamabad
Tel: +92519202407

**SUPPLY OF STATIONERY, MACHINERY, FURNITURE AND MISCELLANEOUS ITEMS TO
NDMA**

TERMS AND CONDITIONS FOR BID AND BIDDERS

1. **Tender Identification Number.** TENDER No. 03/Stationery/ 2021-22.
2. **Title.** Supply of Stationery & Miscellaneous items ” through “SINGLE STAGE ONE ENVELOPE PROCEDURE”.
3. **Procurement Agency.** National Disaster Management Authority,
Islamabad
4. **Last Date & Time for Submission of Bid.** 14th September, 2021, 1200 Hours.
5. **Bid Opening Date & Time.** 14th September, 2021, 1300 Hours.
6. **Bid Opening Address.** Room No.220-E, National Disaster Management
Authority (NDMA), Prime Minister’s Office
Premises, G-5 Islamabad
7. **Bid Opening Process / Method.** NDMA will follow **Single Stage, One Envelope Procedure.**
 - a. **Bid Validity Period.** Bid validity period should be 30th June, 2022 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 after closing year) of 100,000/- value** in the shape of either **pay order or demand draft** in favor of Director Procurement, NDMA, with their PROPOSALS. **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.** 1 year i.e 30th June, 2022 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 100,000/- of the total value in the form of a pay order / Demand Draft in favor of Director Procurement, NDMA.
- b. Bank Statements of last 3 years.
- c. Income and Sales Tax Registration Certificates.
- d. Company Profile including proof of existence in particular business.
- e. 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.** Exclusive of taxes bids will be rejected forthwith.
- 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. **Quantity & Specifications.** Complete detail of quantity of items and specifications are available at **Annex-A, B, C & D.** NDMA may increase or decrease the quantity of items.

14. **Maximum Time of Delivery.**

- a. Within 15 days.
- 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 Agreement.

16.

Appendix-A



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	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 - Annex 'E'.
- 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 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, 051-9087860.

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: _____