

**STANDARD BIDDING DOCUMENT (SBDS)**  
**FOR PROCUREMENT OF GENERAL MISCELLANEOUS ITEMS**

***Provincial Disaster Management Authority***  
***Government of Khyber Pakhtunkhwa***

**PROVINCIAL DISASTER MANAGEMENT AUTHORITY**  
**Government of Khyber Pakhtunkhwa**

**TENDER NOTICE**  
**PROCUREMENT OF IT & MISCELLANEOUS ITEMS**

1. Director General, Provincial Disaster Management Authority (PDMA) Phase-IV Hayatabad, Peshawar invites sealed bids from firms registered with FBR (sales & Income Tax) for procurement of miscellaneous items as per following details.

S. No.	Name of items	Specifications
1	Desktop Computers	Detailed quantities and Specifications of items and list of stationary items are mentioned in the Bidding Documents
2	Executive Revolving Chairs	
3	Provision & Installation of CCTV cameras	
4	Stationary Items (framework/ Rate agreement)	

2. Bidding shall be conducted through **Single Stage–Single Envelope** Bidding Procedure comprising a single package containing financial bids as per KPPRA Rules-2014.
3. Firms may bid for all or any/selective items. For each item there shall be one separate contract with the successful bidder.
4. For Stationary items, the nature of contract agreement shall be framework agreement as per rules 31-A of KPPRA Rules 2014 ibid wherein the lump sump rates per items shall be finalized and the bidder shall provide the same as and when required by PDMA over a period of one (01) year extendable
5. Bidding documents including detailed description, specifications and bids evaluation criteria, can be obtained from the office of the undersigned during office hours. The Bidding Documents can also be downloaded from official websites of PDMA & KPPRA at [www.pdma.gov.pk](http://www.pdma.gov.pk) and [www.kppra.gov.pk](http://www.kppra.gov.pk) respectively.
6. The bids shall reach to the Office of the undersigned through registered Dak/ Courier Services or by hand submission on or before **07/06/2022** at **11.30AM**. The bids shall be opened on the same day by the Procurement committee in the presence of Representatives of the bidders who intends to attend at **12:00 PM** in Committee Room of PDMA. Bid received after due date & time shall not be entertained.
7. The bid must be accompanied with **Bid Security @ 2% of the total bid value** in the shape of Demand Draft (DD)/Call Deposit Receipt (CDR) in the name of the undersigned.
8. The quantities mentioned in the SBD's are tentative and may be increased or decreased subject to requirement and availability of funds.
9. Bids shall be quoted in Pak Rupees and shall inclusive of all taxes where applicable.
10. Bidders are required to offer most competitive lowest rate of their items inclusive of all the taxes, as negotiations on quoted rates are not allowed under the rules.
11. The undersigned reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Procurement Rules 2014.

**DIRECTOR GENERAL**  
**Provincial Disaster Management Authority, Khyber Pakhunkhwa**  
**Phase –V, Near RMI Hayatabad Peshawar**  
**Phone: 091-9213855**

## **Instructions to Bidders**

### **A. General**

#### **IB.1 Scope of Bid**

The Procuring Entity as defined in the Bidding Data (hereinafter called ‘the Procuring Entity’) intends to receive Bids for procurement of items summarized in Bidding Data (hereinafter called ‘the flood fighting equipments/ accessories”).

Bidders can quote for all items as well as single item.

#### **IB.2 Eligible Bidders**

Bidding is open to all firms and persons who fulfill the conditions given in the Invitation for Bids and Bidding Documents.

#### **IB.3 Cost of Bidding**

The bidder shall bear all costs associated with preparation and submission of its bid.

## **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

In addition to invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedule A to Bid
3. Conditions of Contract & Contract Data
4. Standard Form of Contract Agreement

#### **IB.5 Clarification of Bidding Documents**

5.1 A prospective bidder requiring any clarification(s) with regard to Bidding Documents may notify the Procuring Entity at the Procuring Entity’s address indicated in the Bidding Data.

5.2 The Procuring Entity may ask bidder for clarification of the bid to assist in the evaluation. To avoid delays, the procuring entity may hold a pre-bid conference

with the perspective bidders at least five working days before the last day for submission of bids if the procurement is of complex nature and high value.

#### **IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadlines for submission of Bids, the Procuring Entity may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum/ corrigendum.
- 6.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be uploaded on official website of PDMA. Bidders shall acknowledge receipt of each addendum in writing to Procuring Entity.
- 6.3 To afford bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the Procuring Entity may at its discretion extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

As per rule-4 of the KPPRA rules 2014, all documentation related to public procurement of entities shall be in English or Urdu.

#### **IB.8 Documents Comprising the Bid**

The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.13.3.
- (c) Bid Security furnished in accordance with Clause IB.12.
- (d) Documentary evidence in accordance with Clause IB.11

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates entered in the Schedule.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for provision of flood fighting equipments/ accessories.

#### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 The bidder shall quote the rates of flood fighting equipments/ accessories for each item.
- 10.2 The unit rates and prices in the Schedule of Rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

#### **IB.12 Bid Security**

- 12.1 Each bidder shall furnish, as part of his bid, a Bid Security of 2 % of the total bid value in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Entity valid for a period up to ninety days (90) days beyond the bid validity date. The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid.
- 12.2 Any bid not accompanied by an acceptable Bid Security shall be considered by the Procuring Entity as non-responsive.
- 12.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 12.4 The bid security of successful bidder will be retained with the Procuring Entity till completion of the contract period and the amount of performance guarantee will be reduced by an equivalent amount.
- 12.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) in the case of a successful bidder, if he fails to:
    - (i) Furnish the required Performance Security in accordance with Clause IB.20, or
    - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.19.2&19.3.

#### **IB.13 Validity of Bids, Format, Signing and Submission of Bid**

- 13.1 Bids shall remain valid for the period 90 days after the date of bid opening.

- 13.2 Schedule to Bid is to be properly completed in its entirety and signed.
- 13.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 13.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them as “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 13.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). All pages of the bid shall be initialed and official sealed be affixed by the person or persons signing the bid.
- 13.6 The Bid shall be delivered in person, or through courier service or sent by registered mail, at the address to Procuring Entity as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.14 Deadline for Submission, Modification & Withdrawal of Bids**

- 14.1 Bids must be received by the Procuring Entity at the address as provided in Bidding Data not later than the time and date stipulated therein. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 14.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 14.3 Any bid received by the Procuring Entity after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 14.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Entity prior to the deadline for submission of bids.
- 14.5 Withdrawal of a bid during the interval between the deadlines for submission of

bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.12.5 (a).

#### **E. BID OPENING AND EVALUATION**

##### **IB.15 Bid Opening, Clarification and Evaluation**

- 15.1 The Procuring Entity will open the bids, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

- 15.2 The bidder's name, Bid Prices, the presence or absence of Bid Security, and such other details as the Procuring Entity at its discretion may consider appropriate, will be announced by the Procuring Entity while opening the bid. The Procuring Entity will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 15.3 To assist in the examination, evaluation and comparison of Bids the Procuring Entity may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 15.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents. It will include determining the requirements listed in Bidding Data.
- 15.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 15.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Procuring Entity, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

#### **IB.16 Process to be Confidential**

- 16.1 Procuring enteritis shall announce the result of technical bid evaluation in the form of a report before opening of the financial bid, to all bidders. The procuring entity shall also announce the final results of the bid evaluation giving justification for acceptance or rejection of bids at least (10) days prior to the award of a contract and place the same on its end Authority's website.
- 16.2 Any effort by a bidder to influence Procuring Entity in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid.

Whereas, any bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

### **F. AWARD OF CONTRACT**

#### **IB.17. Post Qualification**

- 17.1 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence:

Provided that such qualification shall only be laid down after recording reasons there for in writing. It shall form part of the records of that bid evaluation report.

17.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

#### **IB.18 Award Criteria & Procuring Entity's Right**

18.1 Subject to Sub-Clause IB.18.2, the Procuring Entity will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.17.

18.2 Notwithstanding Sub-Clause IB.18.1, the Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Entity's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

#### **IB.19 Notification of Award & Signing of Contract Agreement**

19.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

19.2 Within seven (7) days from the date of furnishing of acceptance Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

19.3 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Entity.

#### **IB.20 Performance Security**

20.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Seven (07) days after the receipt of Letter of Acceptance.

20.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.19.2 & 19.3 or 20.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.



## BIDDING DATA

### Instructions to Bidders Clause Reference

1.1 **Name of Procuring Entity**

Director General, Provincial Disaster Management Authority

**Brief Description of Works**

Procurement of IT related miscellaneous items mentioned in the schedule A appended to bidding documents.

5.1 **Procuring Entity's address:**

Phase-V, Hayatabad, Peshawar, Phone No.9211854-9213867, Fax No.9214025, Email: ad.procurement@pdma.gov.pk

10.2 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 **Bid Evaluation Criteria**

<b><u>Mandatory Criteria</u></b>	<b><u>Remarks</u></b>
<p>I. CDR @ 2% of the total bid cost. II. Proof of being registered with Income tax &amp; Sales tax department. III. Appearance on Active Tax Payer List of FBR. IV. Affidavit stating that firm is not blacklisted by any government/semi- government/ autonomous bodies and private companies.</p>	<p>These are Mandatory parameters. The bid shall straightaway be rejected in case of any non- compliance of these parameters.</p>

11.3 **Method of Determining Best Evaluated Bid**

Highest ranked fair Bid (**Lowest rate/price**) amongst eligible bids.

12.1 **Amount of Bid Security**

2 % of the total bid value

13.1 **Period of Bid Validity**

Ninety (60) Days (365 Days for Stationary items Framework Agreement)

**13.4 Number of Copies of the Bid to be submitted**

One original plus one copy.

**13.6 Procuring Entity's Address for the Purpose of Bid Submission**

Director General, Provincial Disaster Management Authority, Phase-V,  
Hayatabad Peshawar

**14.1 Deadline for Submission of Bids**

11:30 AM on 07/06/2022.

**15.1 Venue, Time, and Date of Bid Opening**

Venue: PDMA , Phase-V, Hayatabad

Time: 12:00 PM

Date: 07/06/2022

**15.4 Responsiveness of Bids**

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract
- (iii) The Bidder is eligible to Bid and possesses the requisite capability and qualification.

**FORM OF BID**  
**(LETTER OF OFFER)**

To:

The Director General,  
Provincial Disaster Management Authority,  
Hayatabad, Peshawar.

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Schedule A and Addendum/ Corrigendum Nos. \_\_\_\_\_ for supply of Flood Fighting Equipments/ Accessories , we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to provide the items in conformity with the said Documents including Addendum/ Corrigendum thereto.
2. We understand that the Schedule attached hereto forms part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security of 2 % of the total bid value in favour of DG, PDMA valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to provide Flood Fighting Equipments/ Accessories as contained in the contract agreement at short notice at any place mentioned in Scheduled.
5. We agree to abide by this Bid for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion or

arrangement with any other person or persons making a bid for the Flood Fighting Equipments/ Accessories.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_ NIC No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## **PREAMBLE TO SCHEDULE- A**

- 1) The Schedule of flood fighting equipments/ accessories shall be read in conjunction with the specifications and Conditions of Contract and Contract Data.
- 2) The rates and amounts entered in the Schedule shall be the rates at which the contractor shall be paid after deducting all applicable taxes.
- 3) The rate shall be entered against each item in Schedule A.
- 4) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

## SCHEDULE A TO BID

### DETAILS OF PROCUREMENT OF HARDWARRE (IT EQUIPMENTS)

S.No	Description	Units	Quantity
<b>2</b>	<b>Desktop Computers</b> Dell/Lenovo/HP or Equivalent, Core-i5, 10th Generation, 8GB RAM DDR4, 1TB Hard Drive, DVD RW, Genuine Windows 10, Tower Casing, Generic Keyboard, Mouse, 19.5" LED Screen, power cables 1 Year local warranty	<b>No</b>	<b>12</b>

### DETAILS OF PROCUREMENT OF PLANT & MACHINARY

#### CCTV CAMERAS

S.No	Item Description	Unit	Approx Quantity
<b>1</b>	<b>Provision &amp; Installation of CCTV Cameras</b> HD CCTV CAMERAS IP based bullet 04 04 Megapixel Progressive CMOS H.265 & H.264 dual-stream encoding 20fps@4M(2688x1520) and 25/30fps@3M(2304x1296) WDR(120dB), Day/Night(ICR), 3DNR, AWB, AGC, BLC Multiple network monitoring Web viewer, CMS(DSS/PSS) & DMSS	<b>No</b>	<b>16</b>
<b>2</b>	HD DVR (Up to 16 Cameras) Crystal clearer Video Quality Smart H.265+H.265/Smart H.264+H.264/MJPEG Max 320 Mbps incoming Bandwidth up to 12MP resolution for previewer and playback HDMI/VGA simultaneous video output.	<b>No</b>	<b>01</b>
<b>3</b>	Hard Disk 4 TB SATA	<b>No</b>	<b>1</b>
<b>4</b>	LED Screen 32" original branded with one year local warranty	<b>No</b>	<b>1</b>
<b>5</b>	Accessories including cables, switches, buttons, pipes. Ducting and all related item for installation. <i>Note: Before bid submission, the bidder may visit PDMA building Hayatabad Phase-V Peshawar for identification of points for camera installation &amp; calculation of cables etc</i>	<b>Job</b>	<b>1</b>

**DETAILS OF PROCUREMENT OF FURNITURE**

S.No	Item Description	Unit	Quantity
<b>1</b>	<b>Executive Revolving Chair</b> Preferably imported brand, Ergonomic chair ,Spinal care ,Back mash, Strong and flexible Mash, Adjustable headrest, Adjustable back, adjustable seat height, Adjustable armrest , Soft armPad , Adjustable height, High density seat foam ,Synchronized mechanism - Multiple lock position , HD spider base , HD Noise free wheels	<b>No</b>	<b>15</b>

**DETAILS OF PROCUREMENT OF STATIONERY  
(INITIAL PROCUREMENT)**

S.No	Items	Unit	Initial Quantity
1	Paper Rim Legal Size, 500 Sheet Rim, 80 GSM	No	25
2	Paper Rim A-4 Size, 500 Sheet Rim, 80 GSM	No	40
3	Pointer Pen (Uniball eye or equal)	Pack/Box	10
4	Ball Points (Dollar Clipper/Piano or equal	Pack/Box	30
5	Sticking Notes	Box	20
6	Sticking Flags	Box	20
7	Punch Machine Double	No's	10
8	File Boards	No's	200
9	Envelops (A-4 Size)	No's	200
10	Envelopes (Legal Size)	No's	200
11	Envelopes Small (Letter Size) (White/Khaki)	No's	500
12	Gum Sticks UHU or Equal Large Size 80 grm	No's	20
13	Gum Sticks UHU or Equal Large Size 40 grm	No's	30
14	Highlighter	No's	20
15	Printer Toner 35-A Model	No's	05
16	Printer Toners 05-A Model	No	10
17	Stapler Machines (Medium Size)	No's	10
18	Stapler Machine (Heavy Duty) Large	No's	5
19	Stapler Pins Medium	Box	20
20	Stapler Pins Large Size Heavy Duty	Box	05
21	USB (HP or Equal brand) 64 GB	No's	10

**Note:**

*For above mentioned Stationary items, the nature of contract agreement shall be framework agreement as per rules 31-A of KPPRA Rules 2014 ibid wherein the lump sump rates per items shall be finalized and the bidder shall provide the same as and when required by PDMA over a period of one (01) year extendable. The quantities of stationary items mentioned in initial procurement are tentative and can be increase or decrease.*

## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Entity’s requirements in respect of rates for different destinations.

##### **Persons**

1.1.3 “Procuring Entity” means the officer mentioned in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.4 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Entity) any assignee.

1.1.5 “Party” means either the Procuring Entity or the Contractor.

##### **Dates, Times and Periods**

1.1.6 “Commencement Date” means the date named in the Contract.

1.1.7 “Day” means a calendar day.

1.1.8 “Period” means the period of the Contract.

1.1.9 “Country” means the Islamic Republic of Pakistan.

1.1.10 “Province” means Khyber Pakhtunkhwa.

1.1.11 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.



## 1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural.

## 1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## 1.4 **Law**

The law of the Contract is the relevant Law of Khyber Pakhtunkhwa Province.

## 2. **THE PROCURING ENTITY**

### 1.5 **Statutory Obligations**

The Contractor shall comply with the laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

### 2 **The Procuring Entity**

#### 2.1 **Procuring Entity's Instructions**

The Contractor shall comply with all instructions given by the Procuring Entity for supply of flood fighting equipments/ accessories.

#### 2.2 **Approvals**

No approval or consent or absence of comment by the Procuring Entity shall affect the Contractor's obligations.

### 3. **PROCURING ENTITY'S REPRESENTATIVES/AUTHORIZED PERSON**

The Procuring Entity shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Entity shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

## 4. **THE CONTRACTOR**

**4.1 General Obligations**

The Contractor shall take all responsibility for safe supply of the flood fighting equipments/ accessories in accordance with the Contract.

**4.2 Subcontracting**

The Contractor shall not subcontract without the consent of the Procuring Entity.

**4.3 Performance Security**

The Contractor shall furnish to the Procuring Entity within Seven (07) days after receipt of Letter of Acceptance a Performance Security as given in contract data in the form of Bank Draft or Bank Guarantee.

**5. RESPONSE TIME**

**5.1 Supply of Goods**

Subject to sub-Clause 5.2 below, the Contractor shall ensure to supply the flood fighting equipments/ accessories in the time as stipulated in the contract data.

**5.2 Early Warning**

The Contractor shall notify the Procuring Entity/authorized person in writing as soon as he is aware of any circumstance which may delay or disrupt the supply.

**6. PAYMENT**

The Contractor shall submit for successful supply to the Procuring Entity a statement/bill/invoice showing the amounts to be paid.

**7. Currency**

Payment shall be in the currency stated in the contract data

**8. DEFAULT**

**8.1 Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Entity may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within Seven (07) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further Fourteen (14) days, terminate the Contract.

9. **RISKS AND RESPONSIBILITIES**

9.1 **Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the flood fighting equipments/ accessories to be supplied.

9.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Procuring Entity immediately.

10. **RESOLUTION OF DISPUTES**

10.1 **Arbitration**

A dispute shall be settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data.

11 **LIQUIDATED DAMAGES& PENALTIES**

In case of late delivery of goods beyond the periods specified in the Contract agreement and subsequent purchase order, a penalty @ 0.02% per day of the cost of late delivered supply shall be imposed upon the Supplier upto maximum 10% for the total purchase order cost.

## CONTRACT DATA

1.1.3 **The Procuring Entity** means

**Director General, Provincial Disaster Management Authority**

1.1.4 **The Contractor** means

\_\_\_\_\_  
\_\_\_\_\_

1.1.6 **Commencement Date** means the date when both the parties signs the Contract Agreement.

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) The completed Schedule A to Bid
- (e) Conditions of Contract
- (f) Contract Data

**3. Authorized Person:**

Assistant Director Procurement/ (Warehouse), PDMA, shall act for Procuring Entity to call the Contractor as and when the services of the contractor are required.

4.3. **Performance Security:**

Amount 10% of the total bid value

Validity During currency of the contract

7. **Currency of payment:** Pak. Rupees

10. **Arbitration**

Place of Arbitration: PDMA Head Office, Phase-IV Peshawar

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the day of 2021 between the Director General Provincial Disaster Management Authority(hereinafter called “Procuring Entity”) of the one part and \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Procuring Entity is desirous that the flood fighting equipments/ accessories should be provided by the Contractor.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addendum/ corrigendum, if any except those parts relating to instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules A to Bid;
  - (c) Conditions of Contract & Contract Data.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the flood fighting equipments/ accessories in conformity and in all respects within the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the provision of the flood fighting equipments/ accessories in accordance with the Contract, the sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contractor

Signature of the Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title