



No. F.2(20)/2024-25/NDMA (Proc)
Government of Pakistan
Prime Minister's Office
National Disaster Management Authority (HQ)
Main Murree Road Near ITP Office, Islamabad



TENDER NOTICE
SLA FOR NEOC HARDWARE / SOFTWARE

National Disaster Management Authority (NDMA), Islamabad intends to sign a Service Level Agreement and hereby invites sealed bids / RFP from well reputed I.T. firms / companies to acquire operation and maintenance services (both preventive & corrective in nature) for IT services and ICT infrastructure installed at NEOC, NDMA, HQ, Muree Road, Islamabad.

The firm should be registered with sales tax department and having National Tax Number (NTN). The tender documents including instructions / terms and conditions may be downloaded from NDMA website www.ndma.gov.pk and PPRA website www.ppra.org.pk. Tender fee amounting to Rs. 10,000/- may be deposited alongwith tender documents. NDMA will follow PPR Rule-Single Stage Two envelop method.

The sealed bids must reach the undersigned before **1100 hrs on 23rdDecember 2024 (Monday)** which will be opened on the same day at **1130 hrs, at NDMA Headquarter, Islamabad.**

(Shahbaz Mustafa)
Director (Procurement)
National Disaster Management Authority
Islamabad
Tel: 051-9030740, 051-9030854

TERMS AND CONDITIONS

SERVICE LEVEL AGREEMENT (SLA) FOR NEOC HARDWARE/ SOFTWARE

1.	Tender Identification No:	06/SLA for NEOC/2024
2.	Scope of bid	NDMA intends to acquire operations and maintenance services (both preventive & corrective in nature) for ICT infrastructure and IT services installed at NEOC, HQ NDMA Murree Road Islamabad.
3.	Procuring Agency:	National Disaster Management Authority, Islamabad
4.	Last Date & Time for Submission of Application:	a) Day : Monday b) Date: 23-12-2024 c) Time:1100 Hours
5.	Opening Date & Time:	a) Day : Monday b) Date: 23-12-2024 c) Time:1130 Hours
6.	Opening Address:	NDMA, Headquarters, Murree Road, Near ITP Office, Islamabad
7.	Time/ Bid Validity:	Bid validity shall be 90 days from the date of opening of bid
8.	Rejection of Applications:	Application on following grounds to be rejected: - a. Incomplete and conditional bids will be rejected forthwith. b. Applications received after due date & time of submission shall not be accepted.
9.	Applicant's Mandatory Qualifications/ Pre-requisites:	a. Registered with Income and Sales Tax Department. b. Proof of bidder that it is listed on the Active Tax Payer List of FBR and shall be verified c. An affidavit on Rs. 100/- value stamp paper duly attested by Notary Public, that the firm is not blacklisted by the government / semi government department. d. Submission of Technical Proposal. e. Tender fees amounting to Rs. 10,000/-

		f. Bid security of Rs. 500,000/- in shape of Bank Draft in favour of Director (Proc), NDMA, Islamabad
10.	Supporting Documents:	<p>a. Company profile, showing appropriate managerial capability and qualified persons.</p> <p>b. Relevant experience and satisfactory report for the last 2x years.</p> <p>c. Bank statement / audit report for the last 1 year showing annual turnover of Rs. 10.0 Million</p>
11.	Specifications:	Specific requirement is attached as Annex-A, to this document. For any query, please contact with DD (ICT), NDMA, Ph # 051-9030977, email ID: max@ndma.gov.pk
12.	Submission of Bid:	<p>Single Stage Two Envelop procedure shall be adopted as per PPRA Rules 2004. The bid shall comprise two envelopes submitted simultaneously, "Technical proposal" and "Financial proposal". Both the envelopes should be enclosed together in an outer single envelope. The language of all correspondences and documents related to the Bid is English.</p> <p>Hard copies of the Bid shall be submitted to the following address</p> <p>Director (Procurement)</p> <p>National Disaster Management Authority (NDMA)</p> <p>Main Murree Road, near ITP Office, Islamabad.</p>
13.	Quoted Price:	Interested firms are advised to quote their rate in PKR both unit price as well as total bid value inclusive of all applicable government taxes and transportation anywhere in Pakistan as per advice of NDMA. No cutting / overwriting is allowed.
14.	Earnest Money/ Bid Security	The firm shall submit earnest money/ bid security amounting to Rs.500,000/- in favor of Director (Procurement), NDMA in the shape of pay order or demand draft, cross Cheque is not acceptable . The bid security shall be attached with the technical proposal . The earnest money of the successful bidder will be retained till signing of contract and subsequently submit a bank guarantee. Earnest money of the unsuccessful bidder shall be returned to them. Any bid not accompanied with bid

		security shall be declared as non-responsive. The earnest money of the bidder shall be forfeited, if it draws its bid during bid validity period or till signing of contract with the most advantageous bidder.
15.	Evaluation of Bid	<p>Least Cost Based Selection (LCBS)</p> <p>Firm will be shortlisted after technical and financial evaluation. In first phase the envelope marked with "Technical proposal" shall be opened in the presence of available bidders or their representatives. Financial proposal of only technically compliant firms shall be opened, whereas, financial proposal of technically non-compliant firms shall be returned unopened to the bidders. After meeting the requirements of eligibility, qualification and substantial responsive, the bid in compliance with all the mandatory (technical) specifications / requirements and /or requisite quality threshold (if any) and having lowest evaluated cost (or financial proposal) shall be considered as most advantageous bidder. The currency that shall be used for bid evaluation is Pak Rupees. NDMA reserves the right to reject all the bids or to annul the bidding process under PPRA rules prior to the award of contract.</p>
16.	Award of Contract.	The most advantageous bidder will be awarded the Contract / Work Order.
		Most advantageous bidder shall submit performance security (or guarantee) upto 10% of the contract cost in Pak Rupees in the form of pay order/ demand draft in favor of Director (Procurement), NDMA
17.	Response time:	Response time means the reported problem shall be addressed and diagnoses will be completed within four (04) hours by the service provider from the time of reporting any fault by the customer.
18.	Payments:	Advance payment is not permissible. Payment will be processed after satisfactory delivery with inspection report signed by the end user of the required items as per supply / work order / contract agreement.

TORS OF SLA FOR NEOC HARDWARE / SOFTWARE

1. **Scope of Services.** NDMA intends to acquire operations and maintenance services (both preventive & corrective in nature) for ICT infrastructure and IT services installed at NEOC, HQ NDMA Murree Road Islamabad which are currently in 100 percent operational and functional status;

Bidder(s) can apply either in all Lots or single Lot based on its eligibility and required expertise in undertaking said service level agreement by submitting separate corresponding Lot price schedule(s) and other eligibility and qualification documentary proofs. Service level agreement (SLA) general requirements and terms applicable to all prescribed Lots are stipulated below:-

2. **SLA General Requirements and Corresponding Terms of Reference**

- a. SLA includes provision of resident team of experts (One IT Engineer, 2 x Technicians) for routine O&M of ICT infrastructure or the LOT participated in by the bidder.
- b. Maintenance services will include both preventive and corrective maintenance and covers stipulated tenure of service agreement.
 - (1) Preventive maintenance services include regular and periodic inspections, maintenance and cleanliness of all equipment and services.
 - (2) Corrective maintenance will be undertaken as and when necessitated as a result of operational failures, configuration errors or hardware failures during routine operations.
- c. Service Provider's qualified resident team will carry out daily routine inspections, service availability, troubleshooting and provide routine services during business hours.
- d. High end qualified and experienced Service Engineer of the SLA vendor and will cater for failed hardware replacement and other unscheduled remedial maintenance.
- e. The repair and maintenance shall be carried-out as per professional codes and instructions, with required skilled labor under the supervision of the qualified engineer and in accordance with manufacturers' service manual.
- f. Detailed logs for inspections, maintenance activities, configuration readjustments etc will be maintained and reports provided by the Service provider for activities undertaken.
- g. Service provider will be responsible to maintain 10% reserve equipment in two sites. 5% reserve will be maintained onsite with the user while another 5 % will be maintained at Service provider's site. Any replacements or usage from

reserve equipment will be implemented only after NDMA written permission / notification. Once the site reserve will be used, it will be recouped by vendor within 2 weeks.

- h. Equipment will be removed from the premises for repair only after permission from NDMA.
- i. No charges will be made for labors whilst carrying out repair during routine inspections, and unscheduled or on-call remedial maintenance, other than for the services which shall be agreed in advance.
- j. The Service Provider shall be liable to compensate to any damage to NDMA's property, equipment and employees and pay the losses at actual. The loss and damages made to the Customer hereunder are to be compensated through quarterly deductions from the invoice(s).

Lot Specific Requirements

3. For ease of service delivery and required high quality expertise, NDMA has split required service level agreement into following Lots: -

a. **LOT NO. 1: Users Terminals and Equipment**

(1) Details of equipment are as under

Ser. No	Production Description	Approx. Quantity
(a)	Desktop Computers	230
(b)	Laptops	75
(c)	HP Color LaserJet Network Printer	15
(d)	HP Color LaserJet Multi-Function Printer	4
(e)	Black & White Printers	75
(f)	Photocopiers Machines	20

(2) SLA Lot Specific Requirements and Corresponding Terms; Following are lot specific requirements and terms in addition to general requirements for this lot;

- (a) Preventive maintenance/ inspection shall be conducted regularly on monthly basis.
- (b) Servicing of desktops, laptops, printers, storage devices, and other equipment.

- (c) In case of hardware malfunctions, the vendor/supplier will be responsible for repairing or replacing the hardware within 4 hours and restoring all services.
- (d) All charges and cost associated with providing software & hardware's maintenance services, during the said period, are included in SLA.
- (e) The End User Licenses/Warranties for the goods, hardware & software, equipment/Support Services will be in the name of NDMA, for all the equipment and software(s) for the delivered equipment.
- (f) Burning and Damages to internal issues of computers/user terminals will be covered under SLA. Burning due to high voltages or burning due to burn environment will not be covered under SLA. Any damage that occurs during transportation of hardware taken by vendor should be repaired or parts to be replaced free of cost by service provider.

b. **LOT NO. 2: SMD Video Wall, Smart LEDs and Video Conferencing-**

- (1) Details of equipment are as under: -

Ser. No	Production Description	Approx. Quantity
(a)	P-1.8 SMD LED video Wall	500 Sq Meter
(b)	Video Wall Controller	4
(c)	Samsung 4K LED 85 Inch	10
(d)	Samsung 4K LED 65 Inch	40
(e)	Logitech Rally plus vid conferencing	3

- (2) Following are Lot Specific Requirements and Corresponding Terms;

- (a) Preventive maintenance services shall be regularly made on monthly basis.
- (b) Repair and maintenance with parts entails period and corrective maintenance. Minor parts necessary for smooth operation shall be incorporated.
- (c) The service provider shall ensure that all necessary software and firmware updates for the SMD panels, power supplies, receiving

cards, and controllers are installed promptly to prevent system disruptions.

- (d) Any corrective maintenance or replacement of parts such as receiving cards, wiring, and controllers must be performed using original or manufacturer-approved parts to ensure long-term reliability and compatibility.
- (e) The service provider shall provide immediate support for any critical issues that affect the functionality of the SMD panels, power supplies, and related equipment, ensuring minimal downtime during operations.
- (f) Burning and Damages Electrical short circuiting/Burning due to internal issues of SMD panels, power supplies, receiving cards, wiring, LEDs and controller will be covered under SLA. Rest burning due to burn environment will not be covered under SLA. Any damage that occurs during transportation of hardware taken by vendor due to negligence of vendor should be repaired or parts to be replaced free of cost by service provider.

c. **LOT NO. 3: Security & Surveillance, IP Telephony & Communication and Public Address System**

(1) Details of equipment are as under

Ser. No	Production Description	Approx. Quantity
(a)	4MP IP Cameras	38
(b)	DS-32 Port NVR	2
(c)	1 TB HDD for NVR	4
(d)	24 Port POE Switch	8
(e)	IR Speed Dome Camera	4
(f)	Sangoma PBXact Appliance 60	2
(g)	Platinum Support PBXact 60	2
(h)	PBXact 3 rd Party Phones PBXact 60	2
(i)	Vega 60 v2 8 FXO Vega 60	2
(j)	Platinum support vega 60 8 FXO VEGA-60G-0008	2
(k)	A20 entry level IP Phones	100

(l)	NEC Telephone Exchange 96 lines	1
(m)	2 Zone Mixer Power Amplifier (240W)	2
(n)	Ceiling Announcement Speaker (6W)	50
(o)	Gooseneck Announcement Microphone	2

- (2) SLA Lot Specific Requirements and Corresponding Terms; Following are this lot specific requirements and terms in addition;
- (a) Preventive maintenance services shall be regularly made on monthly basis.
 - (b) Repair and maintenance with parts entails period and corrective maintenance. Minor parts necessary for smooth operation shall be incorporated.
 - (c) Burning and Damages Electrical short circuiting/Burning due to internal issues of computers/user terminals will be covered under SLA. Rest burning due to burn environment will not be covered under SLA. Any damage that occurs during transportation of hardware taken by vendor due to negligence of vendor should be repaired or parts to be replaced free of cost by service provider.

d. **LOT NO. 4: Network and Servers**

- (1) Details of equipment are as under:-

Ser. No	Production Description	Approx. Quantity
(a)	Network Switches	19
(b)	Access Points	13
(c)	TP Link omada controller	8
(d)	Next gen firewall	1
(e)	Power edge R730	1
(f)	Servers	4
(g)		

- (2) SLA Lot Specific Requirements and Corresponding Terms; Following are this lot specific requirements and terms in addition;
- (a) Preventive maintenance services shall be regularly made on monthly basis.

- (b) Service provider shall be responsible for the repair and maintenance of all the servers, network switches and related equipment listed above.
- (c) Service provider shall be responsible to submit the periodic maintenance visits reports clearly mentioned the Server's health.
- (d) Repair and maintenance with parts entails period and corrective maintenance. Minor parts necessary for smooth operation shall be incorporated.
- (e) Burning and Damages Electrical short circuiting/Burning due to internal issues of computers/user terminals will be covered under SLA. Rest burning due to burn environment will not be covered under SLA. Any damage that occurs during transportation of hardware taken by vendor due to negligence of vendor should be repaired or parts to be replaced free of cost by service provider.

4. **Response Time.** Response time means the reported problem shall be addressed and diagnoses will be completed within four (04) hours by the service provider from the time of reporting any fault by the customer.

TECHNICAL CRITERIA / EVALUATION OF FIRM AQUIRE FOR SLA - NEOC HARDWARE - 2024-25

Sr.No.	Criteria	Marks	M/s	M/s	M/s	Remarks
1.	NTN No.	Yes/No				
2.	GST No.	Yes/No				
3.	Firm Profile (Registered age, Location, Number of Employees and Financial position)	15				
	a. Registered Age, Number of Employees, Goodwill (3 Marks)					
	b. Financial Position (3 Marks)					
	c. Client list (Demonstrated experience of maintenance and support in a reputed company or sector) (3 Marks)					
	d. 3rd Party Vendor Viability/ Contracts/ Partnerships (3 Marks)					
	e. Dedicated warehouse in Islamabad (3 Marks)					
4.	Experience of successfully completed similar assignments	15				
5.	Proposed Compliance methodology and time line	70				
	a. Technical support mechanism (dedicated contact 24/7 contact, escalation matrix,) and staff (relevant certification and expertise in relevant field etc) (15 Mark)					
	b. Provision of onsite management team (Composition and qualifications of staff provisioned) (15 Marks)					
	c. Compliance with provided SLA (10 Marks)					
	d. Compliance to hardware equipment list in all aspects (10 Marks)					
	e. Maintenance of spares and replenishment scheme (20 Marks)					
Total Marks		100				

Form 2
Form of Bid

Date:

To: **Director (Procurement),
NDMA,
Islamabad.**

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the operation and maintenance services (both preventive & corrective in nature) for ICT infrastructure and IT services installed at NEOC, NDMA HQ in conformity with the said Bidding Documents.

We are hereby confirming National Disaster Management Authority, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

We undertake, if our Bid is accepted, to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.7.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 19**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Dated this _____ day of _____ 20_____.

(Name) _____ [signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form-3

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of bid submission]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form 4:

Bid Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

(b) Disagreement to arithmetical correction made to the Bid price; or

(c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of

[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

Form-5

(Must be printed on Rs. 100/- stamp paper, duly attested)

Black-Listing Certificate

Certified that M/s..... has not been Black listed by any public or private sector organization in Pakistan

M/s. _____

Contact person . _____

Address: _____

Tel # _____ Mobile _____ Fax. _____

Email. _____

Signature _____ Dated _____

Agency seal:

Attested by Notary Public

Form-6

(Must be printed on Rs. 100/- stamp paper, duly attested)

Undertaking / Certificate

The firm will provide only original / genuine and brand-new products / services according to NDMA Specifications and not substandard, poor quality, fake / counterfeited products / items.

If supplied items/ services/ information provided found false, or the firm found Black listed / debarred by any organization in Pakistan, or any criminal proceedings found in any court of law / Investigation agency, before and during contract execution period, the contract of the firm will be immediately terminated without assigning any reason and making any refund/ payment. Further the performance security given by the firm will also be confiscated and blacklisting / debarment proceedings may also be initiated against the firm.

M/s. _____

Contact person . _____

Address: _____

Tel # _____ Mobile _____ Fax. _____ Email.

Signature _____ Dated _____

Agency seal:

Attested by Notary Public

SECTION VII:
GENERAL CONDITIONS OF THE CONTRACT

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a. “Authority” means National Disaster Management Authority
			b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes
			c. The “Contract” means the agreement entered into between NDMA and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e. “Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f. “Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g. The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h. “Defective services” are those services which are below standards, requirements or specifications stated by the Contract.
			i. “Delivery” means the time period to deliver and install in NDMA office
			j. “Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by NDMA upon fulfillment of the conditions precedent stipulated in GCC Clause .
			k. “Procuring Agency” means the person named as NDMA in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
			l. “Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			m. “GCC” means the General Conditions of Contract contained in this section.
			n. “Intended completion Date” is the date on which it is intended that the Supplier shall complete the job as specified in the SCC .
			o. “SCC” means the Special Conditions of Contract.
			p. “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by NDMA and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall

			be named in the SCC .
			q. "Project Name" means the name of the project stated in SCC .
			r. "Day" means calendar day.
			s. "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
			t. "End User" means the organization(s) where the goods will be used, as named in the SCC .
			u. "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
			v. "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			w. The Supplier's Bid is the completed Bid document submitted by the Supplier to NDMA.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority 1. Form of Contract 2. Special Conditions of Contract 3. General Conditions of Contract, 4. Letter of Acceptance 5. Certificate of Contract Commencement 6. Specifications requirements 7. Contractor's Bid, and 8. Any other document listed in the Special Conditions of

			Contract as forming part of the Contract
3.	Conditions precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a. Submission of performance Security (or guarantee) in the form specified in the SCC ; b. Furnishing of Advance Payment Unconditional Guarantee
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If NDMA is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and NDMA shall be written in the language specified in SCC . The version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications,
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without NDMA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NDMA in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without NDMA's prior written consent, make use of any document or information enumerated in GCC Clause except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause shall remain the property of NDMA and shall be returned (all copies) to NDMA on completion of the Supplier's performance under the Contract if so required by NDMA.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify NDMA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to NDMA by the Supplier herein shall remain vested in the supplier, or, if they are furnished to NDMA directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to NDMA no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to NDMA, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to NDMA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in the form of pay order / demand draft.
		10.4	The performance security (or guarantee) will be discharged by NDMA and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC
11.	Delivery/ completion of services and documentation	11.1	Delivery / completion of the services shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .
		11.2	Documents to be submitted by the Supplier are specified in SCC.
12.	Payment	12.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC
		12.2	The Supplier's request(s) for payment shall be made to NDMA in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Services performed, and by documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
		12.3	Payments shall be made promptly by NDMA, after submission of an invoice or claim by the Supplier
		12.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		12.5	All payments shall be made in the currency or currencies specified in the SCC
13.	Prices	13.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		13.2	Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the

			Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in NDMA's request for Bid Validity extension, as the case may be.
14.	Change Orders	14.1	NDMA may at any time, by a written order given to the Supplier pursuant to GCC Clause make changes within the general scope of the Contract in any one or more of the following: a. Drawings, designs, or specifications, where services are to be provided under the Contract are to be specifically manufactured for NDMA; b. The Services to be provided by the Supplier.
		14.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of NDMA change order.
		14.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
15.	Contract Amendments	15.1	no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
16.	Assignment	16.1	Neither NDMA nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party
17.	Sub-contracts	17.1	The Supplier shall consult NDMA in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
18.	Delays in the Supplier's Performance	18.1	performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by NDMA in the Schedule of Requirements.
		18.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify NDMA in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, NDMA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		18.3	a delay by the Supplier in the performance of its services obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

19.	Liquidated Damages	19.1	If the Supplier fails to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, NDMA may consider termination of the Contract.
20.	Termination for Default	20.1	NDMA or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		20.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ol style="list-style-type: none"> a. the Supplier fails to perform services within the period(s) specified in the Contract, or within any extension thereof granted by NDMA. or b. the Supplier fails to perform any other obligation(s) under the Contract; c. Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d. the supplier has abandoned or repudiated the contract. e. the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f. a payment is not paid by NDMA to the Supplier g. NDMA gives Notice that services performed with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by NDMA; and h. if NDMA determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract <p>For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.</p>
		20.3	In the event NDMA terminates the Contract in whole or in part, NDMA may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to NDMA for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
21.	Termination for Force Majeure	21.1	Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which

			<p>makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		21.2	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by NDMA in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
22.	Termination for Insolvency	22.1	<p>NDMA may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NDMA</p>
23.	Termination for Convenience	23.1	<p>NDMA, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NDMA's convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p>
24.	Disputes Resolution	24.1	<p>In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.</p>
		24.2	<p>After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.</p>
25.	Procedure for Disputes Resolution	25.1	<p>The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.</p>
		25.2	<p>The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses</p>
		25.3	<p>The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and</p>

			in the place shown in the SCC .
26.	Replacement of Arbitrator	26.1	Should the Arbitrator resign or die, or should NDMA and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
27.	Limitation of Liability	27.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement a. The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b. The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
28.	Notices	28.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		28.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
29.	Taxes and Duties	29.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		29.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent
		29.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

**SECTION VIII:
SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses: -

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: National Disaster Management Authority, Main Muree Road, near ITP office, Islamabad.
2.	1.1(d,e)	The commencement, completion and intended delivery date will be covered in contract form.
3.	1.1 (j)	The Supplier is: <i>[Name and address]</i>
4.	1.1 (q)	The title of the subject procurement or The Project is: Tender of Service Level Agreement for NEOC Hardware
Governing Language (GCC 4)		
5.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
6.	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan
Country of Origin (GCC 6)		
7.	6.1	Country of Origin is Pakistan
Performance Security (or guarantee) (GCC 10)		
8.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
Delivery and Documents (GCC Clause 11)		
9.	13.1	Upon completion of job, the Supplier shall notify NDMA and mail the following documents to the Procuring Agency: <ul style="list-style-type: none"> i. One original invoice plus one sales tax invoice of the Supplier's showing services performed, unit price without GST, GST% and total amount with GST;
Payment (GCC Clause 12)		
10.	12.1	The method and conditions of payment to be Supplier under this Contract shall be as follows: <p>Payment for Services supplied from within Pakistan: Payment for Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <ul style="list-style-type: none"> i. Advance Payment: Advance payment will not be provided in normal circumstances. However in exceptional cases advance payment shall be allowed against receipt of a bank guarantee for the equivalent amount or another form acceptable to the NDMA. ii. Final Payment: The final payment shall be paid to the Supplier after the date of the acceptance certificate for the respective services performed
Prices (GCC 13)		
11.	13.1	The contract price shall be as specified in the Contract Agreement.
Change Orders (GCC Clause 14)		
12.		The conditions of GCC Clause 14 may apply, if required.

Liquidated Damages (GCC Clause 19)		
13.	19.1	Applicable rate: <i>0.2% per day of undelivered quantity value.</i>
Procedure for Dispute Resolution (GCC Clause 25)		
14.	25.1	<p>Dispute Resolution <u>For Contracts to be entered with nationals of Pakistan</u></p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in – English language 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
Notices (GCC Clause 28)		
15.	28.1	<p>— Procuring Agency’s address for notice purposes: Director (Procurement), National Disaster Management Authority, Main Muree Road, Near ITP office, Islamabad.</p> <p>— Supplier’s address for notice purposes:</p>
Taxes and duties (GCC Clause 29)		
16.	29.1	The bidder shall be entirely responsible for all tax, duties, license fees, etc. incurred until performance of services to NDMA.

Note. The rest of GCC Clauses may applicable, where needed.

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _20__ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called "the Procuring Agency") of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - i) This form of Contract;
 - ii) the Form of Bid and the Price Schedule submitted by the Bidder;
 - iii) the Schedule of Requirements;
 - iv) the Technical Specifications;
 - v) the Special Conditions of Contract;
 - vi) the General Conditions of the Contract;
 - vii) the Procuring Agency's Letter of Acceptance; and
 - viii)[*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other 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 to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Supplier:

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]

[Seller/Supplier]