



# **CONTRACT**

(For Supply of xxxx)

No. x(x)/2019-20/NDMA (Proc)

Dated xxxxxxxxxxxx

BETWEEN

GOVERNMENT OF PAKISTAN  
PRIEM MINISTER' OFFICE  
NATIONAL DISASTER MANAGEMENT AUTHORITY

AND

M/S xxxxxxxxxxxxxxxxx,

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**NATIONAL DISASTER MANAGEMENT AUTHORITY  
ISLAMABAD  
AGREEMENT FOR SUPPLY OF**

**XXXXXXXXXX**

This Agreement is made at Islamabad on xxxxx, 2020 between the President of Islamic Republic of Pakistan (hereinafter called the “Purchaser”) the First Party and **Messer’s xxxxxx** (hereinafter called the “Supplier”) the Second Party. The President of Islamic Republic of Pakistan shall be represented by the Director Administration, National Disaster Management Authority, Pakistan and **M/s xxxxxxxxx**. 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 - GENERAL PARTICULARS OF CONTRACT

- 1.1. Name of Purchaser - National Disaster Management Authority, Islamabad.
- 1.2. Name of Purchaser - National Disaster Management Authority, Islamabad.
- 1.3. Cost Dubitable Head - NDMF
- 1.4. Name of Supplier - M/s xxxxxxxxx
- 1.5. Delivery - The Supplier will be bound to provide the items at the shortest possible notice not exceeding xxxxxxxxx with cutoff dated 16 May, 2020.
- 1.6. Default by Contractor - 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
- 1.7. Contract Agreement Number - F.N 2(33)/2019-20- NDMA/xxxxxxx (Proc)

## CLAUSE -2 - DEFINITIONS

The following words and expressions shall have the meaning assigned to them as defined here under:-

- 2.1. Contractual Documents: Mean all relevant documents including purchase order, Contract Agreement, annexes and its distributed copies.
- 2.2. Purchase Order: Mean the formal order issued by the Purchaser /Consignee to the Supplier.
- 2.3. Inspection: Mean checking and verification of the items done by the consignee or its representative.
- 2.4. Contract Duration: Mean duration of the contract is valid for the financial year 2019-20 unless terminated or extended able for a further period of one year on the discretion of the Chairman, NDMA.
- 2.5. Applicable Laws: Mean relevant Laws of the Islamic Republic of Pakistan
- 2.6. Obligation of the Supplier: Mean obligations of the Supplier for timely delivery of the items as and when required.
- 2.7. Rate Validity Period: Quoted rates will be valid for FY-201920 from the date of tender opening.

2.8. Taxes and Duties: All applicable taxes will be paid by Supplier as per Govt of Pakistan rules about taxation and duties of all kinds. **Exemptions of taxes and duties for this Contract Agreement, if any vide SRO for which necessary documentation, will be provided by the Supplier with the payable invoices.**

2.9. Execution of the Contract: Execution of the Contract will be made by the Purchaser in accordance with the terms of the Contract under its own supervision. Any damaged goods are to be replaced by the Supplier.

### **CLAUSE-03 - SCOPE OF THE CONTRACT**

3.1 The Supplier shall deliver the ~~xxxxxxxxxx~~ as specified in the Purchase Order No. -----, dated ----- 2020

3.2 Deliver shall be made at station \_\_\_\_\_.

3.3 The supplier will complete 100 % delivery within ---- days of time period after signing of the Agreement.

### **CLAUSE-04 - ERMS OF PAYMENT**

4.1 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).

4.2 Part payments are permissible after delivery of 25% of the contracted quantity. Part payment will be made for the delivered stores only subject to completion of all codal formalities as mentioned above.

### **CLAUSE – 5 INSPECTION**

5.1 The Purchaser will inspection and count the items at the time of delivery through its nominated officer or a board of officers detailed by Chairman, NDMA.

5.2 However, inspection can also be done by the Purchaser if desired at a later stage. Specimen of acceptance certificate is at **Annex 'A'**.

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

### **CLAUSE - 6 PACKAGING**

6.1 Packing of products will be of international standards and sea-worthy so as to withstand weather effects, rough handling during unloading and transportation.

6.1 Marking will be made in suitable size of bold letters provided that the parts thereof shall be appropriately packed according to the manufacturer's standards.

## **CLAUSE – 7 PERFORMANCE BANK GUARANTEE**

- 7.1 The Supplier shall furnish an unconditional/ irrecoverable Bank Guarantee from a scheduled bank of Pakistan 'A' rating within 7 days from the date of signing of Contract Agreement @ 5 % of the Contract value as Contract Performance Bank Guarantee and shall remain valid till completion of contract. If guarantee of foreign bank is provided, it should be countersigned by Pakistani Schedule bank of "A" rating.
- 7.2 Performance Bank Guarantee will be endorsed in favor of Director Procurement, NDMA.
- 7.3 Performance Bank Guarantee will be provided on judicial stamped paper of Rs. 100 in accordance with approved format attached at **Annex 'B'**.
- 7.3 The aforesaid guarantee will be released by Director Procurement, NDMA, after final closure of the Contract at the time of completion of warranty period and issue of "No Demand Certificate" by the Consignee.
- 7.4 In the event of unsatisfactory performance noticed by the Purchaser/ Consignee, or any breach of terms of the Contract, the amount payable to the Supplier shall be forfeited to the Government of Pakistan at the discretion of the Purchaser.

## **CLAUSE – 8 DELAYS IN PERFORMANCE OR SUBSTANDARD GOODS**

- 8.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified on the work order. **Late delivery of goods will be subject to penalty @ 0.5% of the delayed goods value per day.**
- 8.1 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.
- 8.1 Purchaser shall evaluate the situation and may at its sole discretion waive-off / extend the Supplier's delivery time.

## **CLAUSE – 09 LIQUIDATED DAMAGES**

- 9.1 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 – 10 FAILURE / TERMINATION OF CONTRACT**

- 10.1 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.
- 10.2 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.

10.3 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 – 11 FORCE MAJEURE**

11.1 The Supplier will solely be responsible for any delay occurring in supply of ration packs due to the events of Force Majeure such as acts of God, war riots, civil commotion, strike, Lock out power failure and disturbances directly affecting/delaying the supply and in any such event Supplier will not claim any leniency for failure or delay in discharge of his obligations.

11.2 The Supplier shall use his best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

#### **CLAUSE – 12 ARBITRATION**

12.1 All matters of dispute or difference regarding rejection of items by the Inspection Team or 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

12.2 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.

12.3 In the course of arbitration the Contract shall continuously be executed except that part which is under arbitration.

12.4 All proceedings under this Clause shall be conducted in English language and in writing.

#### **CLAUSE – 13 SUBLETTING**

13.1 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-14 WARRANTY / GUARANTEE**

14.1 In case of Machinery and Equipment, the supplier shall furnish warranty for the store against any defect in material workmanship etc. for a period of 12 months from the date of receipt of store by consignee.

14.2 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-15 AMENDMENT TO CONTRACT / PURCHASER RIGHT**

15.1 Contract may be amended/modified, to include fresh clause(s) or modify the existing clauses with the mutual agreement by the supplier and the purchaser; such modification shall form an integral part of

15.2 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 **xxx 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 – 16 CONTRACT COMPLETION/NO DEMAND CERTIFICATE**

16.1 Supplier will submit a CONTRACT COMPLETION CERTIFICATE stating that no stores/goods/items/services contracted for are outstanding against the contract, to the procurement agency on the successful culmination of contractual obligations in the contract. Whereas concurrently indenter will certify through a 'NO DEMAND CERTIFICATE' that demand placed on the Procurement Agency has been fulfilled as per terms and conditions of the contract.

**CLAUSE-17 OFFICIAL/LEGAL ADDRESSES:**

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

**CLAUSE-18            CONTRACT COMING INTO FORCE**

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

**SIGNATURES**

PURCHASER – NDMA

SUPPLIER – M/S \_\_\_\_\_

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

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: \_\_\_\_\_2020

In accordance with Contract No. Contract ----- signed by National Disaster Management Authority of Pakistan and Supplier, after detailed and friendly 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 --- (date).

For and on behalf of

For and on behalf of Supplier

NATIONAL DISASTER MANAGEMENT AUTHORITY. M/S \_\_\_\_\_

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

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

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

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

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

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

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

**BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF  
Rs.100/- OR AS SUITABLE TO THE AMOUNT OF BANK GUARANTEE**

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Supplier) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No \_\_\_\_\_ dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound upto Rs 500,000/- (Rupees Five Hundred Thousand) (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Supplier) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if Principal (Supplier) shall well and truly perform and fulfill all the undertaking covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contractor and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum above and it is condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Supplier) has duly performed his obligations under the Contactor or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

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

Name:

Title: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)