

**Standard Bidding Document (SBDs) For Procurement of
Flood Fighting Equipments/ Accessories & General Relief Items**

SUMMARY OF CONTENTS

S.No.	SUBJECT	PAGE NO
1	INVITATION FOR BIDS	02
2	INSTRUCTIONS TO BIDDERS	3-8
3	BIDDING DATA	9-10
4	FORM OF BID	11-12
5	PREAMBLE/SCHEDULES A	13-16
6	CONDITIONS OF CONTRACT	17-20
7	CONTRACT DATA	21
8	FORM OF CONTRACT AGREEMENT	22-23

Invitation For Bids
FOR PROCUREMENT OF FLOOD FIGHTING EQUIPMENTS/ ACCESSORIES &
GENERAL RELIEF ITEMS FOR PDMA KP

1. Director General, Provincial Disaster Management Authority (PDMA) Civil Secretariat, Peshawar invites sealed bids under National Competitive Bidding from eligible firms/ their authorized dealers for procurement of following flood fighting equipments and general items for PDMA : -

S. No.	Name of items	Approx, Quantity	Specifications
1	Life Jackets	803	Detailed specifications of items are mentioned in Standard Bidding Document.
2	Boat paddles	1119	
3	Buoy	107	
4	Bailer	107	
5	Boat Hook	107	
6	Life Ring	103	
7	Hygiene Kits	9706	

2. Bidding shall be conducted through **Single Stage–Two Envelope** Bidding Procedure comprising a single package containing technical and 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. 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 and www.kppra.gov.pk respectively.
5. The bids shall reach to the Office of the undersigned through registered Dak/ Courier Services or by hand submission on or before **18/05/2021** 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.
6. 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.
7. Bidder can bid for whole or any items
- 8. Bidder shall submit 2 No's of Samples of each item with the sealed bid. Bids without samples will not be accepted.**
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 favour 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 fourteen(14) 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

Supply of Flood Fighting Equipments/ Accessories 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**

<u>Technical Evaluation</u>	<u>Remarks</u>
I. Proof of being registered with Income tax & Sales tax dept. II. Appearance on Active Tax Payer List of FBR. III. Affidavit stating that firm is not blacklisted by any government/semi- government/ autonomous bodies and private companies. IV. Satisfactory Samples evaluation report in order to ensure Compliance with PDMA specifications (The samples may be tested/evaluated from government laboratory or evaluation by the committee). V. 02 Years Bank Statement VI. Audit balance sheets for the last 02 years showing minimum sales of Rs 10 Million per year.	These are Mandatory parameters. The bid shall straightaway be rejected in case of any non- compliance of these parameters.

11.3 **Method of Determining Best Evaluated Bid**

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

12.1 Amount of Bid Security

2 % of the total bid value

13.1 Period of Bid Validity

Ninety (90) Days

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 18/05/2021.

15.1 Venue, Time, and Date of Bid Opening

Venue: PDMA , Phase-V, Hayatabad

Time: 12:00 PM

Date: 18/05/2021

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

SPECIFICATIONS OF LIFE SAVING JACKETS

Sr	Items	Specifications	Unit	Approx. Qty
1	General Information and Description	<p>Lifesaving jackets are to be pre-positioned at various flood prone areas. The lifesaving jackets are designed for use of rescue efforts. The jacket is either to be worn by the user or rescued people in case of floods.</p> <p>The technical specification of jackets is generic, ensuring that the items can be manufactured / supplied by different suppliers in the country with the common technical know-how and as per standard of local industry.</p> <p>According to its design, lifesaving jackets should comply with all the technical requirements, criteria and parameters described in this document.</p>	NO	803
2	Design	<p>The vest should be designed so that it can easily be worn depending upon the operational requirements. Should comprise of minimum 12 x separate buoyancy sheet in three level to make the jackets a comfortable and secure fit, while allowing freedom of movement. This ease of movement is essentially required during operation.</p> <p>Standard comply life jackets buoyancy aid 4 straps fixing and neoprene rubber international buoyancy. The life jacket would have 140-200 buoyancy. The life jackets must have whistle with line yard.</p>		
3	Material	<p><u>OUTER COVER</u>- The fabric should be tough and strong to cater for abrasion and impact during use. The fabric should also lightly rubberized on the inside for additional strength.</p> <p><u>BUOYANT MATERIAL</u>- The buoyant material should be a rubber-plastic composite closed cell-foam specially developed for floatation vest. The softness of foam is required to provide comfort. The foam should be highly impact resistant and very light in weight. Extremely low density foam (0.04 – 0.06) to make the vest ultra-light for its bulk.</p>		
4	Sizes and measurement	<p>a. Type - EVA Foam / EPDM b. Inner Material - Polyester coating c. Size of jacket- 40” - 45” d. Weight carrying -120 kgs (minimum) e. Straps - 3 x with strong buckles f. Colour - Red / Orange</p>		
5	Packing and Weight	<p>Each life jacket to be packed in proper packing material to avoid any scratches or damage. Master bundle of 20 x life jackets to be properly packed in waterproof packing material.</p>		

6	Manufacturing / Supplier Marking	Every life jacket shall include a tag, printed in inner fold of jacket with size of 3 x 3 inches, with the manufacturer identification. The tag should include the manufacturer's name, unique reference batch number and date of manufacturing. No company log should be included with manufacture's marking.		
7	Color Logo	Color logo/name of PDMA KP of appropriate size to be printed in florescent color on one side of the Life jacket.		

SPECIFICATIONS OF FLOOD FIGHTING ACCESSORIES

Sr	Items	Specifications	Unit	Quantity
1	Boat paddles	<p>Aluminum alloy Paddles/oars, not easy to break Suitable for a variety of boats use. Can be folded and easy to carry, The length can be adjusted, should be suitable for canoe, competitive boat use</p> <p>Foldable paddle, adjustable length. Colour: Black/silver Material: ABS + Aluminum Alloy Size: 120-130 cm ($\pm 5\%$) Weight per pair: 800g</p> <p>Aluminum alloy boat slurry, suitable for a variety of ship use, can be folded and easy to carry, the length can be -regulating ease; can also be combined for the double-headed pulp Oh, it is suitable for canoe, competitive boat.</p> <p>This durable and lightweight paddle will help you get where you're going.</p> <p>Light weight, yet strong aluminum shaft. Oar retainer/drip rings and ribbed s for added strength. Packing Contents: 2 x Paddles Note: The measurement allowed error is +/- 5%</p>	No's	1119
2	Buoy	<p>Made of metal, with ability to float on water in order to indicate the location of submerged objects as warning sign for boats etc. It must be provided with hooks for tying of rope on both ends.</p> <p>Material/ Specification</p> <ul style="list-style-type: none"> • Rust proof metal/ hey plastic with minimum thickness of 1.5 mm • Center dia 30 cm • Total length 60 cm • Rings/ hooks fitted on both ends for tying of rope. 	NO's	107
3	Bailer	<p>Large, light weight and durable hand bailers. The wide ergonomic base creates more bailing capacity with each stroke, the curved bottom to follow the bailing motion and a triangular top.</p> <p>Bailer shall me made of stainless steel with lid thickness of 1mm ($\pm 5\%$).</p>	NO's	107

4	Boat Hook (Photo attached as Anx P)	A wooden/ rust proof metal/ composite rod fitted with a metallic hook on one edge. The purpose is to use as an aid for pushing, pulling and retrieval of object from water. Material/ Specification <ul style="list-style-type: none"> • Wooden/ rust proof meta/ Composite material • Length - 230-245 cm • Dia - 40-45 mm on grip side 30-35 mm on hook gripe side • Hook - Rustproof metal • Pre painted with water proof paint coating 	NO's	107
5	Life Ring	External Dia: 70CM Internal Dia: 44CM Gross Weight:2.5 KG Reflective Strips, Filled with Polyurethane Foam.	NO's	103

SPECIFICATION OF HYGIENE KITS

	General Information and Description	The Hygiene kits comprising various items pertaining to personnel hygiene and will be suitable for a family of 6 people. The technical specification of this kits are generic, ensuring that the product in the kits can be provided / manufactured by different suppliers in the country with the common technical know-how and standard items from the local industry. According to its design, Hygiene kits should comply with all the technical requirements, criteria and parameters described in this document.		
		The kit items shall be manufactured locally in Pakistan, however, items manufactured by some other countries will also be accepted. The items shall be packed in parachute bag or carton with printed PDMA logo	NO's	9706
	Kit Composition	<ol style="list-style-type: none"> a. 1 x Towel-Cotton material of size 2 x 4 Feet(Pak/China made) b. 2 x Towel(Medium)- Cotton material of size 1.5 x3 feet(Pak/China made) c. 3 x Toothpaste with tooth brushes (Medium)-Minimum 100 grams d. 3 x Miswak-Minimum 8-10 inches in length e. 6 x Antibacterial Soap (120-135 g) preferably safeguard, dettole or equivalent f. 2 x Soap (Dish wash 215 grams) g. 2 x Laundry Soap-250 grams h. 1 x Nail Cutter-Stainless steel(Pak/China made) i. 1 x Wipes packet(25 cloth wipes) j. 3 x Cotton Roll (200 gms) k. 20 x Antiseptic Bandages (Saniplast or 	NO's	9706

		<p>equivalent)</p> <p>l. 6 x disposable razors / shavers with a plastic handle in with strength rubbing foiling in a pack</p> <p>m. 2 x roll of environmentally friendly toilet papers</p> <p>n. 7 x Sanitary pads (Any good brand local or imported, Always, Trust, Butterfly, Stay free or equal)</p> <p>o. 1 x Large comb(anti lice) with wide spikes (women style)</p> <p>p. 1 x Small plastic comb with small plastic spikes (men style)</p> <p>q. 1 x Liquid Mosquito repellent (25 ml).</p> <p>r. 50 x Disposable Surgical Mask 3 Ply (65 GSM)</p> <p>s. 1 x Sanitizer 200 ml (70 to 90% Alcoholic)</p> <p><i>(clear and visible manufacturing and expiry dates must be printed on items such as soaps, mosquito repellent, wipes, toothpaste etc)</i></p>		
--	--	---	--	--

Signature of Bidder: _____

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 fourteen(14) 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 fourteen(14) days after receipt of the Procuring Entity's notice, the Procuring Entity may by a second notice given within a further twenty one(21) 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 thereunder 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 Hayatabad, 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