

## **National Disaster Risk Management Fund**

A company set up under section 42 of the Companies Act, 2017

Making Pakistan Resilient

File No. 002/25/Proc-I

Islamabad, the 22<sup>nd</sup> April, 2024

Subject: Request for Quotations – Service Level Agreement for NDRMF's Website
Maintenance/Support Services

The National Disaster Risk Management Fund (hereinafter shall be termed as "Fund" and/or "Purchaser") is a not-for-profit company incorporated with the Securities and Exchange Commission of Pakistan, under Section 42 of the Companies Act 2017. It is a government-owned non-banking financial intermediary with a corporate structure.

2. You (hereinafter shall be termed as "Bidder"), are being issued this Request for Quotation (herein after shall be termed as 'RFQ') to submit sealed "**Price Quotation**" as bidder on "**Delivered Duty Paid (DDP)**" basis, including applicable indirect taxes, transportation, insurance and other costs incidental for providing subject services to the Fund's Office located at 5<sup>th</sup> Floor, EOBI House, Mauve Area, Sector G-10/4, Islamabad as per details provided hereunder:-

Description	Total Amount (DDP) for Six (06) months
NDRMF's Website Maintenance/Support Services:-	
<ul> <li>Required Period – 6 Months</li> <li>Content Updates for already Designed &amp; Developed Pages of the Website</li> <li>Maintenance/Plugins Updates of Existing Portal</li> <li>Troubleshooting &amp; Resolution of any Issues</li> <li>Data Export, Import as per the requirement</li> <li>Addition of any New Feature/Functionality that's a part of Website's Structure's change, within the Scope of the Website.</li> <li>Responsiveness of the Newly Designed Page/Section of the website</li> </ul>	
Total Cost (Pak. Rupees)	
GST (Pak. Rupees)	
Total Cost {Inclusive of GST (Pak Rupees)}	

- 3. Fixed lump sum cost, inclusive of applicable taxes, should be quoted comprising the services mentioned above. Price quotations shall be evaluated for all required services and contract as per Form of Contract at Annex I, shall be awarded to the bidder who meets the eligibility requirements mentioned at para 4 and offering the lowest evaluated Lump-sum total Price. Contract will secure delivery of services for the period of "Six (06) Months" from Agreement signing.
- 4. The Bidder should have a proper business address and office/shop besides complying with the following eligibility requirements through documentary evidence, to be submitted along with their Quotation:
  - a) Registration with Income tax Department
  - b) Registration with Sales tax Department
  - c) Proof of Active Tax Payer of Income Tax & Sales Tax
  - d) Must be involved in similar business and having similar experience for at-least 3 years (provide documentary evidence such as POs, Contracts, experience certificates etc.)

- 5. This RFQ Document containing detailed terms & conditions for the aforesaid activity may be downloaded from Fund's website i.e. www.ndrmf.pk (free of cost) and from PPRA's EPAD system. Further, details can be obtained from the office of **Manager Procurement**, **EOBI Building**, **5th Floor**, **G-10/4**, **Islamabad**.
- 6. Bidders are required to submit their Quotations through PPRA EPAD System (www.eprocure.gov.pk) as per following schedule: -

Quotations Submission Date & Time

Quotations Opening Date & Time\*

1st May, 2024 at 1100 hours

1st May, 2024 at 1130 hours

- 7. Bidders are requested to get registered on Public Procurement Regulatory Authority (PPRA) EPAD System to participate in the aforesaid bidding process.
- 8. Only one rate should be quoted for aforementioned services and a bidder must avoid giving any alternate quote.
- 9. Quotation must signed by an authorized representative. Without a signature on Quotations, the quotation shall not be considered further.
- 10. Quotation(s) should be submitted as per the following instructions and having understood the attached Form of Contract (Annex I) and the Terms and Conditions of service level agreement as per Annex II which shall be an integral part of the Contract Agreement:
  - (i) <a href="PRICES:">PRICES:</a> The prices should be quoted in PKR (Pak Rupees) on "Delivered Duty Paid (DDP)" basis i.e. inclusive of all applicable taxes such as customs duties, sales tax, and other (in-direct) taxes, applicable in Pakistan, transportation, insurance, charges, if any, for supply and delivery to Islamabad as per the address given at Para 5. If there is no mention of inclusion of charges on account of taxes, transportation, insurance or any other, the quoted prices shall be considered as inclusive of all charges. Prices shall remain fixed and not subject to price adjustment during the period of performance of the contract.
  - (ii) **EVALUATION OF QUOTATIONS:** Quotations determined to be responsive to the eligibility criteria, shall be evaluated by comparison of their offered/quoted prices. A Quotation shall not be responsive if it shall not be conforming/meeting the eligibility criterion, prescribed at Para 4, or a bidder shall have reservations to the terms, conditions provided in this Request for Quotation. Any such quotation shall not be considered further. The Purchaser shall evaluate and compare only the quotations which shall be determined responsive. In evaluating the quotations, the Purchaser shall adjust for any arithmetical errors as follows:
    - (a) where there is a discrepancy between amounts in figures and in words, the amount in words shall govern;
    - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity(ies), the unit rate as quoted shall govern.
    - (c) If a bidder refuses to accept the correction, his quotation will be rejected.
  - (iii) **AWARD OF CONTRACT**: The contract shall be awarded to a bidder offering the lowest evaluated price for entire Services and that meets the eligibility requirement for being substantially responsive. A Contract shall be signed with the successful bidder(s) as per attached form of contract and terms & conditions of service Level agreement.

<sup>\*</sup> In case Government announces any public holiday Quotations will be opened on next working day.

(iv)	<b>VALIDITY</b>	OF	THE RA	<u> </u>	uota	ation	(s) should re	emain va	alid for thirty	y (30) days.
	Whereas,	the	Prices	quoted	by	the	successful	lowest	evaluated	responsive
	bidder(s) s	shall	be fixed	till expir	ry of	the	contract.			

(v)	If a bidder withdraws his quotation during the validity period and/or refuse to accept
	the award of a contract, if awarded, the Company may take punitive action against
	the bidder as deemed appropriate.

Sincerely,

(Muhammad Asif) Manager Procurement

# "Form of Contract Agreement"

<b>THIS Agreement</b> (hereinafter termed as "Agreement"), bearing number <b>002/25/Proc-I</b> is entered into, signed and executed, at Islamabad on this day of,
BETWEEN
National Disaster Risk Management Fund (NDRMF), having its office located at 5th Floor, EOBI House, Mauve area, Sector G-10/4, Islamabad Pakistan, (Hereinafter shall be termed as "FUND" & "PURCHASER" which expression shall include the successors in office, permitted assigns and legal representatives).  AND
M/s,(Hereinafter shall be termed as "SERVICE PROVIDER" which expression shall include the successors in office, permitted assigns and legal representatives), having its

**WHEREAS** the Purchaser invited quotations for "Service Level Agreement for NDRMF's Website Maintenance/Support Services" and has accepted the following cost(s) that shall remain valid till completion of the contract i.e. **Six (06 )months** from agreement signing, as per the terms, attached hereto:

Description	Total Amount (DDP) for Six (06) months
NDRMF's Website Maintenance/Support Services:-	
<ul> <li>Required Period – 6 Months</li> <li>Content Updates for already Designed &amp; Developed Pages of the Website</li> <li>Maintenance/Plugins Updates of Existing Portal</li> <li>Troubleshooting &amp; Resolution of any Issues</li> <li>Data Export, Import as per the requirement</li> <li>Addition of any New Feature/Functionality that's a part of Website's Structure's change, within the Scope of the Website.</li> <li>Responsiveness of the Newly Designed Page/Section of the website</li> </ul>	
Total Cost (Pak. Rupees)	
GST (Pak. Rupees)	
Total Cost {Inclusive of GST (Pak Rupees)}	

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The following documents shall be deemed to form and be read & construed as part of this contract, viz:
  - a) Service Level Agreement alongwith Terms & Conditions
  - b) Addendum (if applicable);

Office located at \_\_\_

Taking into account, payments to be made by the Client to the Service Provider as hereinafter mentioned, the Services Provider hereby concludes an Agreement with the Client to execute and complete the services under the Contract and remedy any shortcomings/ complete the whole process therein in conformity with the provisions of the Agreement.

<b>IN WITNESS</b> whereof the parties hereto have execuslamic Republic of Pakistan on the date indicated about	
<u>PARTIES</u>	
For and on behalf of 'Purchaser/NDRMF'	For and on behalf of 'Service Provider
Name: Designation: CNIC:	Name: Designation: CNIC:
WITNESSES	
Name: Designation: CNIC:	Name: Designation: CNIC:

3. The Service Provider hereby covenants to pay, in consideration of the acceptance of Agreement, complete all the services and remedying of shortcomings therein, if occurred any, the Agreement Price in accordance with Payment Conditions prescribed in the

Agreement.

## SERVICE LEVEL AGREEMENT-TERMS & CONDITIONS

1. **Fixed Price:** The prices indicated in the Quotation, as reproduced below are firm and fixed and shall not be subject to any adjustment during contract terms.

Description	Total Amount (DDP) for Six (06) months
<ul> <li>NDRMF's Website Maintenance/Support Services:-</li> <li>Required Period – 6 Months</li> <li>Content Updates for already Designed &amp; Developed Pages of the Website</li> <li>Maintenance/Plugins Updates of Existing Portal</li> <li>Troubleshooting &amp; Resolution of any Issues</li> <li>Data Export, Import as per the requirement</li> <li>Addition of any New Feature/Functionality that's a part of Website's Structure's change, within the Scope of the Website.</li> <li>Responsiveness of the Newly Designed Page/Section of the website</li> </ul>	
Total Cost (Pak. Rupees)	
GST (Pak. Rupees)	
Total Cost (Inclusive of GST (Pak Rupees))	

- 2. <u>Modification or Variation:</u> Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 3. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.
- 4. <u>Resolution of Disputes:</u> The Purchaser and the Service provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Service Provider, that dispute shall be settled in accordance with the provisions of the Arbitration Act, 1940 of Pakistan.

### 5. Required Services:

#### 5.1 NDRMF's Responsibilities:

- NDRMF will provide assistance to the Service Provider's representatives in all matters related to the project and;
- Assign a dedicated Project Coordinator to coordinate with Service Provider for all Projects related issues.

### 5.2 Service Provider's Responsibilities:

- Service Provider will take the responsibility to manage the website as per agreed terms during agreement's time period.
- To perform Content updates whenever required.

#### 5.3 Service Provider's Support Mode:

- Support Services availability will be from Monday Friday, 9:00 am 6:00 pm & will be provided on Ad-hoc basis on Saturday/Sunday, if and when required.
- Provide an Email for Development Support.

- Provide an Online link for Correspondence via Online ticketing system
- Schedule as per requirement any Plugin, theme updates w, a report for that will be shared with NDRMF team after such activity.
- All Coordination will be done via ticket & email. For Calls/WhatsApp etc. Provide Primary POC for contact

#### **5.4 Service Provider Contact Timings:**

Response time for each kind of query is as follows:

Nature of Query	Expected Response/Resolution Time
Content Updates for existing pages	20 – 60 minutes
Bug Fixes, Responsiveness &	60 – 90 minutes
Troubleshooting	
Maintenance activity for plugin & security	3 – 4 working days
related updates	
Addition of New Feature/Functionality,	Timeline may vary depending on
within the Scope of the Website along with	requirements
its responsiveness	

- 6. **Payment:** Payment shall be made in Pak. Rupees in the following manner:
  - (ii) Billing against the service charges for 6 months, shall be made in Two Calendar quarters on quarterly basis, under reimbursement mode, after the completion of each calendar quarter. Service Provider shall submit separate GST invoice for each quarter to NDRMF, for release of payment.
- 7. <u>Force Majeure</u>: The Supplier shall not be liable for penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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 Force Majeure event.

8. **Notices**: Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address as specified hereunder:

Purchaser/NDRMF	Service provider
Mr. Muhammad Sohail,	
Deputy Manager MIS,	
National Disaster Risk Management Fund	
(5th Floor, EOBI House, Mauve area, Sector G-10/4,	
Islamabad	
051-9108300 Ext 527	
m.sohail@ndrmf.pk	