



No. F. 2 (5)/2021-22-NDMA (Proc)
Government of Pakistan
National Disaster Management Authority
Islamabad



EXPRESSION OF INTEREST (EOI)
FOR RENTING OUT 03 X CRYOGENIC TANKS

National Disaster Management Authority (NDMA) invites Expression of Interest (EOI) from the firms registered with Income and Sales Tax departments who are already in business of oxygen production / supply and having relevant technical and specialized skills for handling of three cryogenic tanks that NDMA wants to rent out.

Expression of Interest documents containing terms and conditions are available at NDMA's website: www.ndma.gov.pk. Pay order of Rs.2,000/- (Non-refundable) in favour of NDMA should be deposited at the time of submission of documents / EOI.

Interested firms may drop their Expression of interest, prepared in accordance with the instructions, in **PO Box No. 3356, Islamabad GPO** on or before **4th November, 2021 till 1200 hours** which will be opened on the same day at 1400 hours.

Director (Procurement)
051-9087843

RENTING OUT OF 03X CRYOGENIC TANKS

1. **Identification Number** No. 05/2021-22
2. **Title** RENTING OUT OF 03X CRYOGENIC TANKS
3. **Procuring Agency** National Disaster Manage Authority
Prime Minister's Office
Islamabad.
4. **Last Date & Time for Submission of** 4th November, 2021, at 1200 Hours.

Applications:

5. **Opening Date & Time** 4th November, 2021, at 1400 hours.
6. **Opening Address** Room No. 220-E, National Disaster
Management Authority (NDMA),
Islamabad.

7. **Period of Contract:** The agreement shall be for a period of one year extendable for another year with mutual consent of both parties.

8. Rejection of Applications:

- a. Incomplete and conditional applications will be rejected forthwith.
- b. Applications received after due date & time of submission will not be accepted.

9. Applicant's Mandatory Qualifications / Prerequisites:

- a. Registered with Income and Sales Tax Department.
- b. Must have at least 5 years relevant experience in the market.
- c. An affidavit that the Firm / Company has never been blacklisted by any Ministry / Division / Department / Organization of the Government of Pakistan
- d. Bank Statement FY 2020-21

10. Supporting Documents: Following supporting documents are required:-

- a. Income Tax Registration Certificate
- b. Company Profile including proof of existence in particular business.
- c. Details of past business experience with various clients to include quantities supplied.

11. Earnest Money: The Firms are required to submit Earnest Money PKR 200,000 in favour of NDMA in the shape of Bank Guarantee (No insurance guarantee), Pay Order /CDR. However, it will be returned in case of rejection. **Cross cheque will not be entertained.**

12. Method of Selection: In pursuance of Procurement of Consultancy Services Regulations, 2010 the firm will be selected on quality and cost based. The evaluation shall be carried out in two stages. The Proposal shall comprise a **single package containing two separate envelops “Technical” and “Financial”**. Initially, only technical proposal shall be opened and after technical evaluation financial proposals of the technically responsive firms shall be opened. The bid found to be the most advantageous bid shall be accepted.

13. Tank Details

Details of the tanks are as under:-

Name & Model	:	CAMC TANK SHOU 2124646
MAX gross weight	:	36000kg (79,365lbs)
Payload weight	:	26650kg (58,752lbs)
Capacity	:	21.1M ³ (745 ft ³)

14. Terms And Conditions:

- a. The firm shall supply liquid oxygen to hospitals / health care facilities through these tanks anywhere in Pakistan within 24-36 hours, except GB where firm shall supply liquid oxygen within 48-72 hours after receipt of demand.
- b. Cost of the Liquid Oxygen delivered to Hospitals / Health Care Units shall be paid by the concerned Hospital / Federating unit as per prevalent market prices.
- c. The firm shall be liable to return the tanks to NDMA at a 15 days' notice, whenever needed by NDMA, even if these are required by NDMA before the termination of agreement.
- d. In case of unsatisfactory services in any manner including quality & quantity and time line, NDMA reserves the right to cancel the contract, retrieve the Tanks, impose penalty @ 10,000/- per hour (after the prescribed time-period of 48 hours / 72 hours for GB) or may take necessary action under relevant clauses of NDM Act 2010.

- e. Delay in delivery of liquid oxygen due to any unforeseen situation (if any), shall be informed by the lessee immediately, and all possible steps shall be taken to ensure supply of liquid oxygen as early as possible.
- f. The firm shall pay the rent of the tank to NDMA.
- g. Rent shall be increased by 10% on annual basis.
- h. Rent shall be paid through crossed cheque in the name of NIDA-NDMF.
- i. The firm shall be responsible to pay all the government taxes as per rules, and no amount shall be deducted from the rent amount payable to NDMA.
- j. In case the tanks are returned to NDMA anytime within the contract duration, the actual amount of rent shall be calculated for the period of actual retention of tanks by the firm; and remaining amount shall be returned to the Lessee (firm).
- k. The firm shall be responsible for regular maintenance of the cryogenic tank(s).
- l. Arrangement of prime mover / technical manpower required for movement and handling of the tank/s and liquid oxygen shall be the responsibility of the firm.
- m. Any damage caused to the tank shall be made good by the lessee (firm).
- n. NDMA will not be liable to any penalty or remuneration caused to any third party due to any accident; and it shall have no responsibility whatsoever due to accidents, loss of life and property.
- o. The lessee (firm) is responsible to get the insurance of the tank against all types of accidents, theft losses etc. In case of any damage / accident to the oxygen tank, the firm (lessee) shall be responsible to make good the loss (through insurance company), and return the container, or provide a new container of the same type, in good functioning condition, after a third party inspection.



Government of Pakistan
Prime Minister's Office
National Disaster Management Authority



F.N 2(5)/2021-22- NDMA (Proc)

Islamabad, the ,

2021

**DRAFT AGREEMENT FOR
RENTING OUT OF CRYOGENIC TANKS**

This Agreement is made at Islamabad on _____, 2021 between the National Disaster Authority of Pakistan (hereinafter called the “Lessor”) the First Party and **Messer’s** (hereinafter called the “Lessee”) the Second Party. The National Disaster Management Authority of Pakistan (NDMA) shall be represented by the Director Procurement, National Disaster Management Authority, Pakistan and **M/s** shall be represented by..... . This Agreement shall come into effect immediately upon signing by the 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 SCOPE OF THE AGREEMENT:

- a. The firm shall supply liquid oxygen to hospitals / health care facilities through these tanks anywhere in Pakistan within 24-36 hours, except GB where firm shall supply liquid oxygen within 48-72 hours after receipt of demand.
- b. Cost of the Liquid Oxygen delivered to Hospitals / Health Care Units shall be paid by the concerned Hospital / Federating unit as per prevalent market prices.
- c. The firm shall be liable to return the tanks to NDMA at a 15 days notice, whenever needed by NDMA, even if these are required by NDMA before the termination of agreement.

CLAUSE-2 DEFAULT BY CONTRACTOR/DELAYS

- a. In case of unsatisfactory services in any manner including quality & quantity and time line, NDMA reserves the right to cancel the contract, retrieve the Tanks, impose penalty @ 10,000/- per hour (after the prescribed time-period of 48 hours / 72 hours for GB) or may take necessary action under relevant clauses of NDM Act 2010.
- b. Delay in delivery of liquid oxygen due to any unforeseen situation (if any), shall be informed by the lessee immediately, and all possible steps shall be taken to ensure supply of liquid oxygen as early as possible.

CLAUSE-3 PAYMENT TERMS:

- a. The firm shall pay the rent of the tank to NDMA, at the rate ofper tank per month.
- b. Rent shall be paid on six-monthly basis, in advance, i.e., the cumulative rent of next six months shall be paid before the end of first month.
- c. Rent shall be increased by 10% on annual basis.
- d. Rent shall be paid through crossed cheque in the name of NIDA-NDMF.
- e. The firm shall be responsible to pay all the government taxes as per rules, and no amount shall be deducted from the rent amount payable to NDMA.
- f. In case the tanks are returned to NDMA anytime within the contract duration, the actual amount of rent shall be calculated for the period of actual retention of tanks by the lessee; and remaining amount shall be returned to the Lessee (firm).
- g. In case of non-payment of rent on time, NDMA reserves the right to cancel the contract, retrieve the tank and/or impose the penalty @ 2% per day of the agreed monthly rent, with effect from due date of payment.

CLAUSE-4 INSPECTION:

- a. The lessee (firm) shall be responsible to inspect the tank at the time of taking over.
- b. Re-inspection shall be made by NDMA or through a third party technically send to carry out inspection as and when required or when these tanks are to be returned to NDMA.
- c. NDMA has the right to inspect the tanks anytime on a notice of 15 days.

CLAUSE-5 OBLIGATIONS OF THE LESSEE (FIRM)

- a. The lessee shall be responsible for regular maintenance of cryogenic tank/s.
- b. Arrangement of prime mover / technical manpower required for movement and handling of the tank/s and liquid oxygen shall be the responsibility of the firm.
- c. Any damage caused to the tank shall be made good by the lessee (firm).
- d. NDMA will not be liable to any penalty or remuneration caused to any third party due to any accident; and it shall have no responsibility whatsoever due to accidents, loss of life and property.
- e. The lessee (firm) is responsible to get the insurance of the tank against all types of accidents, theft losses etc.. In case of any damage / accident to the oxygen tank, the firm (lessee) shall be responsible to make good the loss (through

insurance company), and return the container, or provide a new container of same type, in good functioning condition, after a third party inspection.

CLAUSE-6 EXTENSION/ FAILURE / TERMINATION OF AGREEMENT

- a. The agreement shall remain enforced for a period of one year from the date of signing of this contract, and shall be eligible for extension for another year, with mutual consent of both parties, with 10% increase on annual basis.
- b. NDMA has the right to cancel the agreement anytime subject to 15 days' notice, without any reason. The firm (lessee) shall be responsible to return the tank to NDMA within 15 days' time-period w.e.f from date of issuance / reception of notice.

CLAUSE-7 FORCE MAJEURE

- a. In case of Force Majeure such as natural calamity, war riots, civil commotion, strike, Lock out, power failure and disturbances directly affecting/delaying the supply and in any such event lessor will not be responsible for any claim from the lessee with regard to damages.
- b. In case of force majeure, the lessee shall inform the lessor regarding nature and cause of delay, through a written application; and the lessee (firm) shall use its best effort to avoid or remove such circumstances and continue fulfillment of obligations as soon as such circumstances are removed/over.

CLAUSE -8 ARBITRATION

- a. All matters of dispute or difference regarding rejection of tanks by the Inspection Team or cancellation of the Contract by the Lessor 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 of Lessor as constituted.
- b. 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.
- c. In the course of arbitration the Contract shall continuously be executed except that part which is under arbitration.

CLAUSE-9 SUBLETTING

- a. The Lessee and its representative will be entirely responsible for execution of the Contract in all respects according to the terms of the Contract. The Lessee shall also ensure to take the responsibilities assigned to him and no subletting shall be allowed.

CLAUSE-10 AMENDMENT TO CONTRACT / LESSOR RIGHT

- a. Amendment to any clause of this contract may be made any time with concurrence of both parties.

CLAUSE- 11 OFFICIAL/LEGAL ADDRESSES:

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

- i. **Firm /Lessee Address:**

- ii. **Lessor Address:** Director (Procurement), National Disaster Management Authority (NDMA) Prime Minister's Office, Sector G-5 Islamabad. Tel: 051-9087843 ,051-9087824

CLAUSE- 12 CONTRACT COMING INTO FORCE

This Contract comes into force upon its signatures on this _____

SIGNATURES

LESSOR – NDMA

LESSEE –

Signature: _____

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: (Lessor)

Witness No 2: (Lessee)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CNIC No: _____

CNIC No: _____

Dated: _____

Dated: _____

COUNTERSIGNED

Signature: _____

Name: _____

Designation: _____

Dated: _____