

Reference Number TSE-242508515422

Dated 20 August, 2024



BPPRA

Balochistan Education Foundation
BIDDING DOCUMENT FOR
HIRING OF LABOUR, PACKAGING,
TRANSPORTATION & WAREHOUSES AT DISTRICT
LEVELS FOR STATIONERY ITEMS DISTRIBUTION
FROM BALOCHISTAN EDUCATION FOUNDATION
(BEF) OFFICE QUETTA TO ITS TWELVE (12)
DISTRICTS SUMMER ZONE COMMUNITY SCHOOLS
(FINANCIAL PROPOSAL)
TSE-242508515422

NAME OF BIDDER: _____

(To be filled-in by the Bidder)

Note: In All Procurements of GOB Whether Through Electronic or Manual Bid Submission, It is Mandatory For All Bidders to Get Registered At Electronic Public Procurement System of BPPRA GOB.

Invitation Letter

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the Balochistan Education Foundation from "Eligible Bidders" dealing in services of Transportation as per details contained here - under

Headers	Particulars
Designation of Procurement Officer	Procurement Officer
Postal Address of the Procuring Agency	Quetta
Phone Number & Fax Number	0812301812
E-Mail Address & Website (If Available)	nisar@bef.org.pk
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage One Envelope Bidding Procedure
Evaluation Mechanism	R1 - Eligibility check with Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	From office of the Procurement officer during working hours up-to one working day prior to the opening of bids and from BPPRA Website www.bppra.gov.pk TSE-242508515422 Note: Downloaded Bidding document DOES NOT REQUIRE signature and stamp of the procurement officer and can freely be downloaded and used from BPPRA Website
Deadline for Submission of Bids	Date 05 September, 2024 & Time 11:00 AM through courier or may be dropped in the Tender Box at the office of the Procuring Agency
Bidding Document Fee	Not Required.
Bid Security	Amount: 5% of the Bid Value (%age of Offered Cost) Manner of Payment: Deposit at Call, Beneficiary: Balochistan Education Foundation
Performance Security	Not Required
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	90
JV-Consortium Allowed	No

Eligibility Criteria for Bidders:

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	1 Assignments of Similar Nature and Complexity Worth PKR. 600,000 Million each in Previous 2 Years	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Accumualted Turn over of at least PKR.800,000 Million in 2 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)
4	Tax Certificate	BRA Registration Certificate	BRA Certificate
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder

NOTE: It is mandatory for the bidders to meet all the above mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE

Scope Of Work

HIRING OF LABOUR, PACKING, TRANSPORTATION & RENTED WAREHOUSES AT DISTRICT LEVELS FOR STATIONERY ITEMS DISTRIBUTION FROM BALOCHISTAN EDUCATION FOUNDATION (BEF) OFFICE QUETTA TO ITS TWELVE (12) SUMMER ZONE DISTRICTS COMMUNITY SCHOOLS.

IMPORTANT NOTE It is also for all vendors information that feel free to do PRE-TENDER meeting with the procurement officer of BEF regarding information for the clarification/understanding of the bidding document at BEF office H. No. 1/10/11 / 12 Shalimar City, Near NADRA Verification Center. Airport Road, Quetta. Phone : 081-2301812-15 or call at 0332-2704705/0313-0814625

MOST IMPORTANT/ AT BIDDERS RISK PLEASE REGISTER IN EPPS SYSTEM OF BPPRA TO AVOID HINDRANCES DURING TENDER APPLY AND OPENING. IF YOU ARE NOT REGISTER AS A SUPPLIER OR SERVICE PROVIDER PLEASE REGISTER YOUR COMPANY/FIRM BEFORE SUBMITTING/APPLYING FOR TENDERS. DURING TENDER OPENING BIDDER MUST BE REGISTERED WITH BPPRA EPPS SYSTEM OR ELSE BIDDER WILL FACE ISSUES IN TENDER OPENING.

DATA-SHEET OF THE ASSIGNMENT/ SCHEDULE OF REQUIREMENTS

Sr.No	Item Name	Quantity	Unit	Requirement
1	78101802-Regional or national trucking services	12		<p>Packaging of Stationery in BEF Office Quetta:::</p> <p>Packaging of 14 items Stationery in packaging bags available in BEF---- 1. Takhti 2. Iron Slate 3. Slatee (Iron Slate Pencil) 4. Ink For takhti (Roshnai) 5. Writing chalk 6. Wooden pencils 7. Qalam for Takhti 8. Student Bag 9. Note Book of Urdu 10. Note Book of English 11 . Erasers 12. Manual pencil sharpener 13. Chart 14. Ball point pens Note: - All these above items will be packed in parcels available in BEF Office</p> <p>Transportation cost for Stationery items delivery from BEF Head Office Quetta to its 292 Community Schools in 12 Districts vendor Warehouses:::</p> <p>Transportation of Stationery from BEF Office to its 292 Community Schools in 12 Districts</p> <p>Details of BEF Summer Zone 12 Districts with location for stationery unloading an Number of Community Schools:::</p> <p>BEF Summer Zone 12 Districts with Number of Community Schools: - (1) Lasbella-1 (Location for Stationery Unloading is Bella City) (No. of Community Schools of Lasbella-1 is 14) (2) Lasbella-2 (Location for Stationery Unloading is Uthal City) (No. of Community Schools of Lasbella-2 is 14) (3) Kharan & Washuk (Location for Stationery Unloading is Kharan City) (No. of Community Schools of Kharan & Washuk is 39) (4) Naserabad/Jaffarabad/Sohbatpur & Dera Bugti (Location for Stationery Unloading is Dera Murad Jamal) (No. of Community Schools of Naserabad/Jaffarabad/Sohbatpur & Dera Bugti is 83) (5) Jhal Magsi-1 (Location for Stationery Unloading is Gandawa) (No. of Community Schools of Jhal Magsi-1 is 07) (6) Jhal Magsi-2 (Location for Stationery Unloading is Jhal Magsi City) (No. of Community Schools of Jhal Magsi-2 is 14) (7) Gwadar (Location for Stationery Unloading is Gwadar City) (No. of Community Schools of Gwadar is 11) (8) Kech (Location for Stationery Unloading is Hoshab) (No. of Community Schools of Kech is 17) (9) Chaghi (Location for Stationery Unloading is Dalbandin) (No. of Community Schools of Chaghi is 21) 10) Bolan (Location for Stationery Unloading is Bagh Nari) (No. of Community Schools of Bolan is 27) 11)Sibi (Location for Stationery Unloading is Sibi City) (No. of Community Schools of Sibi is 24) 12) Awaran (Location for Stationery Unloading is Gishkor) (No. of Community Schools of Awaran is 21)</p>
2	78101802-Regional or national trucking services	12		<p>Labour/Packing Charges of 292 Community Schools stationery items for 12 districts:::</p> <p>Labour Charges for packing of stationery in BEF Office Quetta, Loading from Quetta and Unloading in Vendor's own District Warehouses.</p>
3	78101802-Regional or national trucking services	292		<p>Rent of delivering stationery items from district warehouses to Community Schools:::</p> <p>Rent of delivering stationery from District Headquarter i.e vendor warehouses to 292 Community Schools of 12 districts</p>

4	78101802- Regional or national trucking services	12	Warehouses Rent at District Level:::	12 Warehouses Rent in 12 Districts for Stationery unloading and further distribution from these warehouses to Community Schools ahead
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* Samples of each item must be provided by the Bidder (where applicable)

* Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of BPP Rules - 2014 # 13(1), however ALL offers in conformity with the generic specification shall be evaluated as equal.

Method of Procurement Used:

Procedure of bidding shall be "Single stage - One envelope bidding procedure" as per Rule # 41 (2) of the Balochistan Public Procurement Rules 2014.

Additional Instruction

S.No	Additional Instructions	Sub Instructions
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Bid Form 2

DECLARATION BY THE BIDDER

I solemnly undertake that:

a. Having read, understood & made myself aware of all the Terms & conditions in the bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, AGREE, ACCEPT & UNDERTAKE TO ABIDE BY THE SAME.

b. The information provided in the forms is correct to the best of my knowledge & in the event change;

details will be provided as soon as possible.

Name & Designation _____

Signature _____

Date _____

Company Stamp _____

Bid Form 3 (A)

Technical Bid (Bidder's Eligibility)

To be quoted by the bidder on bidder's letter head as part of technical bid

Eligibility Factor	Factor Description	Required Documents	Particulars		
Similar Assignment	1 Assignments of Similar Nature and Complexity Worth PKR.600,000 Million each in Previous 2	Supply Orders	Assignment No.	Amount	Name of Purchaser
Turn Over	Accumulated Turn over of at least PKR.800,000 Million in 2 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account	Issuer Name	Document Name	Amount
Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)	NTN Certificate		_____
Tax Certificate	BRA Registration Certificate	BRA Certificate	GST Registration Certificate		_____
Blacklisting	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder			

Bid Form 3 (B)

Technical Bid (Product Details) To be quoted by the bidder on bidder's letter head as part of technical bid.

Item Name	Required Requirement	Quoted Requirements (All fields are mandatory to be quoted by the bidder.)
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78101802-Regional or national trucking services

Packaging of Stationery in BEF Office Quetta:: : Packaging of 14 items Stationery in packaging bags available in BEF---- 1. Takhti 2. Iron Slate 3. Slatee (Iron Slate Pencil) 4. Ink For takhti (Roshnai) 5. Writing chalk 6. Wooden pencils 7. Qalam for Takhti 8. Student Bag 9. Note Book of Urdu 10. Note Book of English 11 . Erasers 12. Manual pencil sharpener 13. Chart 14. Ball point pens Note: - All these above items will be packed in parcels available in BEF Office

Transportation cost for Stationery items delivery from BEF Head Office Quetta to its 292 Community Schools in 12 Districts vendor Warehouses.: : Transportation of Stationery from BEF Office to its 292 Community Schools in 12 Districts

	<p>Details of BEF Summer Zone 12 Districts with location for stationery unloading and Number of Community Schools:: : BEF Summer Zone 12 Districts with Number of Community Schools: - (1) Lasbella-1 (Location for Stationery Unloading is Bella City) (No. of Community Schools of Lasbella-1 is 14) (2) Lasbella-2 (Location for Stationery Unloading is Uthal City) (No. of Community Schools of Lasbella-2 is 14) (3) Kharan & Washuk (Location for Stationery Unloading is Kharan City) (No. of Community Schools of Kharan & Washuk is 39) (4) Naserabad/Jaffarabad/Sohbatpur & Dera Bugti (Location for Stationery Unloading is Dera Murad Jamal) (No. of Community Schools of Naserabad/Jaffarabad/Sohbatpur & Dera Bugti is 83) (5) Jhal Magsi-1 (Location for Stationery Unloading is Gandawa) (No. of Community Schools of Jhal Magsi-1 is 07) (6) Jhal Magsi-2 (Location for Stationery Unloading is Jhal Magsi City) (No. of Community Schools of Jhal Magsi-2 is 14) (7) Gwadar (Location for Stationery Unloading is Gwadar City) (No. of Community Schools of Gwadar is 11) (8) Kech (Location for Stationery Unloading is Hoshab) (No. of Community Schools of Kech is 17) (9) Chaghi (Location for Stationery Unloading is Dalbandin) (No. of Community Schools of Chaghi is 21) 10) Bolan (Location for Stationery Unloading is Bagh Nari) (No. of Community Schools of Bolan is 27) 11)Sibi (Location for Stationery Unloading is Sibi City) (No. of Community Schools of Sibi is 24) 12) Awaran (Location for Stationery Unloading is Gishkor) (No. of Community Schools of Awaran is 21)</p>	
78101802-Regional or national trucking services	Labour/Packing Charges of 292 Community Schools stationery items for 12 districts:: : Labour Charges for packing of stationery in BEF Office Quetta, Loading from Quetta and Unloading in Vendor's own District Warehouses.	

78101802-Regional or national trucking services	Rent of delivering stationery items from district warehouses to Community Schools:: : Rent of delivering stationery from District Headquarter i.e vendor warehouses to 292 Community Schools of 12 districts	
78101802-Regional or national trucking services	Warehouses Rent at District Level:: : 12 Warehouses Rent in 12 Districts for Stationery unloading and further distribution from these warehouses to Community Schools ahead	

Bid Form 5

Manufacturer's Authorization

WHEREAS _____ who are established and reputable Manufacturers of [name and/or description of the goods] having factories at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against the Notice Inviting Tender (NIT) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per tender documents of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: _____

Designation: _____

Official Stamp: _____

Bid Form 6

Performance Guarantee

Whereas _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to unconditionally pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202__

Signature and Seal of the Guarantors/ Bank

Address: _____

Date: _____

Instructions for Bidders:

FINANCIAL EVALUATION OF BIDS

Item Name / Model & Description	Quantity	Responsive Bidder 1	Responsive Bidder 2	Responsive Bidder 3
78101802-Regional or national trucking services	12			
78101802-Regional or national trucking services	12			
78101802-Regional or national trucking services	292			
78101802-Regional or national trucking services	12			

Instructions for Preparing Financial Bid

S.No	Additional Instructions	Sub Instructions
1	For understanding any area of the bid please contact procurement officer	

(e) Bid Security & Performance Security:

1. Bid Security
 - Amount: **5%** of the Bid Value (%age of Offered Cost)
 - Manner of Payment: Deposit at Call,
 - Beneficiary: Balochistan Education Foundation
2. Performance Security
 - Not Required

(f) Submission of Bids:

Sealed Tenders (Single Envelope containing bids) must reach the office of the Procurement Officer in accordance with the Letter of Invitation for Bids, through courier or may be dropped in the Tender Box at the office of the Procurement Officer

(g) Opening of bids:

The proposals will be opened on the same day/ last day declared for submission for bids on
05 September, 2024

at Time 12:00 PM sharp in the Office of Balochistan Education Foundation in presence of the bidders who want to be present in the Bid opening session.

Evaluation Crireria:

Selection of the successful bidder shall be based on the

Least-Cost Selection Method

which means ,

“Lowest Financial bid, received from Eligible Bidders”

(as specified under the heading of the “Letter of invitation for Bids - Eligibility Criteria for Bidders”) Procedure for which is as follows:

The procedure shall be applied on knock-down basis as follows:

1. Bidders Eligibility Assessment.

Initial evaluation of the Technical proposals shall be carried-out by the

Procurement Committee

, subsequent upon fulfilment of requirements of the eligibility criteria laid down under the heading of “Letter of Invitation for Bids - Eligibility Criteria for Bidders” and Bidders shall be categorized as:

1. Eligible Bidders
2. Ineligible Bidders

2. Rejection of Proposals from Ineligible Bidders.

Proposals from Ineligible Bidders shall be declared “Non-Responsive”, consequently shall NOT be accepted for any further evaluation and their Bid security shall be released upon their written request.

3. Evaluation.

The Bids received from Eligible Bidders shall then be evaluated by the “the Procurement Committee.” The Proposal shall be evaluated on specifications / requirements (as stated in the Data-Sheet) compared with specifications mentioned in the bid. The Financial Bids of the Eligible Bidders conforming to the required specifications will be announced publicly.

4. Return of Proposals of Ineligible Bidders & preparation of Evaluation Report.

The Proposals not fulfilling the specification as per the Data Sheet shall be declared as “Non-Responsive”, consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall not be considered.
2. Their Bid security shall be released upon their written request.
3. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific items in which it does not meet the minimum qualification. And may be recommended for items in which it is responsive.
4. Evaluation Report shall be prepared duly signed by all the members of the Procurement Committee, giving REASONS for;
 1. Acceptance of the Eligible Bids and;
 2. Rejection of the Ineligible Bids

5. Financial Evaluation.

Financial Proposal of the Eligible Bidders shall be publicly announced in the

same/next

meeting by the Procuring Agency. Financial Evaluation Report /Comparative Statement of the “Proposals” shall be prepared by the

Procurement Committee

as per the format given hereunder. Subsequently, the prepared Financial Evaluation Report shall duly be signed by all the members of the Procurement Committee.

6. Recommendation of Procurement Committee & Uploading of Evaluation Report.

After the Evaluation of the Bids, this Report shall be called as the “Evaluation Report”. This Evaluation Report must clearly state, justification for acceptance of lowest evaluated Bid, and reasons for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the “Eligible Bidders” shall be recommended for the Award of Contract by the

Procurement Committee.

The Procuring Agency shall upload this Bid Evaluation Report at the website of Balochistan Public Procurement Regulatory Authority, at-least ten days prior to the award of Contract.

Copy of the same shall also be provided to bidders upon their written request.

7. Award of Contract.

Contract for Supply of the Item/s to the recommended Bidder/s shall be placed with the lowest evaluated bidder/s

“Lowest Financial Bid, received from Eligible Bidder/s, for each item /package”

after three days of uploading of the Evaluation Report at B-PPRA Website.

Tender Price Assessment and Tax liability

i. Tender Price Assessment Mechanism

1. Initially, Eligibility of Bidders as required under the heading “Letter of invitation for Bids” shall be assessed by the “Procurement Committee” during the evaluation in the following manner:

FORMAT FOR ASSESMENT OF BIDDERS ELIGIBILITY

Bidder's Eligibility Factor	Requirement	Bidder 1 Yes/No	Bidder 2 Yes/No	Bidder 3 Yes/No
Experience	1 Assignments of Similar Nature and Complexity Worth PKR. 600,000 Million each in Previous 2 Years			
Financial Capacity	Accumualted Turn over of at least PKR.800,000 Million in 2 Subsequent Previous Years			
Status As Active Tax Payer	Presence in Active Tax Payer List			
Tax Certificate	BRA Registration Certificate			
Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan			

2. Firm must score “YES” in all requirements of the eligibility criteria to be categorized as Eligible. “NO” to any requirement of the eligibility criteria, by any bidder shall render the Firm as Ineligible.

3. The Financial Bids of the Eligible Bidders shall be evaluated on the format prescribed hereunder:

FINANCIAL EVALUATION OF BIDS

Item Name / Model & Description	Quantity	Eligible Bidder 1	Eligible Bidder 2	Eligible Bidder 3
78101802-Regional or national trucking services	12			
78101802-Regional or national trucking services	12			
78101802-Regional or national trucking services	292			
78101802-Regional or national trucking services	12			

4. Bid/s found to be financially lowest among the Responsive Bids shall be recommended for the award of contract.

Terms and Conditions:

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the general Conditions of Contract (GC) are attached, together with all the general Conditions of Contract (GC) are attached, together with all the general Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1 ;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan. ;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative
s
specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a 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, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract;

and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

(a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

(b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or third parties.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Professional Liability

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as specified herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may

,
to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title and/or by name , as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;

(b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

(a) provide at no cost to the Consultants, Sub consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC ;

(b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract ;

(e) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

(a) co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.

(b) co-ordinate with any other consultants employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Sub consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, is specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

(a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.

(b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

(a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

(a) Services as approved by the Client outside the Scope of Services described in Appendix A;

(b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No x of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

8. INTEGRITY PACT

8.1

If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

8.1

If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

Sub-Para (a) and (c) of this Sub-Clause.

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(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;

(b) terminate the Contract; and

(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

Sub-Para (a) and (c) of this Sub-Clause.

a (a) and (c) of this Sub-Clause.

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(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;

(b) terminate the Contract; and

(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

Sub-Para (a) and (c) of this Sub-Clause.

a (a) and (c) of this Sub-Clause.

a) and (c) of this Sub-Clause.

ii. Tax Liability

1. Complete Tax liability is to be borne by the Vendor.
2. Quoted prices shall be inclusive of all applicable Taxes, be filled item-wise as per the afore-mentioned format at Para-2 and may not be applied to the sub-total of the package.
3. In-case of any Tax exemptions, exemption certificate from the concerned Tax Office / Regional Tax Office pertaining particularly to this case may be provided; otherwise taxes shall be deducted as per Government Policy / Rules.

SPECIAL CONDITIONS

8	\Insurance:	<p>Insurance Required No :</p> <p>Insurance particulars: <p>NA</p> :</p> <p>Required Document: <p>NA</p> :</p>
9	Delivery Schedule and requirements	<p>Final date of delivery / Completion <p>Delivered to all 12 districts CS</p> :</p> <p>Partial delivery : Not Allowed :</p> <p>Delivery at : <p> Multiple location &nbsp;</p></p> <p>Delivery Location/s District – Complete Address :</p> <p>Required document: <p>All receiving from districts </p> :</p> <p>Other document(s): <p>Nil</p> :</p>
10	Inspection of Goods / Services	<p>Place of Inspection : other than delivery location :</p> <p>If other than delivery location, specify place of Inspection : <p>BEF Office</p> :</p> <p>Description of inspection <p>Proper Packing number of items as per list provided checking and distribution check </p> :</p>
11	Transportation	<p>Transportation cost and responsibility is to be borne by the : <p> Supplier </p></p> <p>Any particulars of Transportation: <p>All stationery must be delivered safely without any damages incurred to the concerned districts</p> :</p> <p>Any special requirements of Transportation: <p>NA</p> :</p> <p>Required Documents or at the arrival of delivery): :</p>
12	Liquidated damages (LD)	<p>The rate of these liquidated damages shall be -1 % per day of undelivered goods value up to ten percent of the contract value :</p> <p>The supplier shall pay liquidated damages at the rate specified in SCC clause above to the Procuring Agency with respect to the failure to meet the contractual guarantees :</p> <p>Liquidated damages shall be paid in the form of _____ from a scheduled bank of Pakistan :</p> <p>Liquidated damages shall be paid on weekly, fortnightly or monthly basis if they are to be paid for less than (7) seven, (15) fifteen or (3false) thirty days respectively. In case, possible the duration of LD imposition exceeds (3false) thirty days, the same shall be deposited as early as supplier, but in any case, not later than (12false) one hundred and twenty days from the day one of the imposition of LD :</p> <p>Pursuant to clause SCC clause 12.4, in case the supplier fails to deposit the imposed Liquidated damages, the same may be recovered through forfeiture of the performance security of the supplier. Where the LD exceed the amount of the performance security, the supplier has to deposit balance liquidated damages within the stipulated time, failing which, the same shall be deducted from the payment of the supplier. :</p>
13	Payment for Goods	<p>Payment is to be made in Pakistani Rupees :</p> <p>(In case of not allowed) The Contract Price shall be paid in Pakistani Rupees to the Supplier within 7 days after the date of the inspection certificate and consequent submission of invoice for the respective delivery :</p> <p>(In case of allowed) The Contract Price shall be paid in Pakistani Rupees to the Supplier in the following manner: : <p class="ql-align-justify">(a)&nbsp;&nbsp; On Delivery: -1 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents </p><p>On Acceptance: The remaining -1percent of the Contract Price shall be paid to the Supplier within -1days after the date of the inspection certificate and consequent submission of invoice for the respective delivery</p></p> <p>Partial payment for Goods under this contract shall be not-allowed :</p>

BIDDER'S INFORMATION: (To be filled-in by the Bidder)

Name of company _____

Complete Postal Address _____

Tel No _____

Email Address _____

Fax No _____

Mobile No _____

Type Of Business (Sole Proprietorship / Partnership / Corporate Pvt Ltd. / Corporate Public Ltd.) _____

Authorized Representative Name _____

Authorized Representative Designation _____

National Tax Number & Date of issuance _____

BRA Registration No _____

DECLARATION BY THE BIDDER

I solemnly undertake that:

a. Having read, understood & made myself aware of all the Terms & conditions in the bidding Document & the Rules, Regulations & Policies of the Government of Balochistan, governing the procurement & financial matters, AGREE, ACCEPT & UNDERTAKE TO ABIDE BY THE SAME.

b. The information provided in the forms is correct to the best of my knowledge & in the event change;

details will be provided as soon as possible.

Name & Designation _____

Signature _____

Date _____

Company Stamp _____

