

Reference Number TSE-232405406232

Dated 08 May, 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 SIXTEEN (16)**  
**DISTRICTS COMMUNITY SCHOOLS.**  
**(TECHNICAL PROPOSAL)**  
**TSE-232405406232**

**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 Sales and after - sale services(as applicable) of **Transportation and Storage and Mail Services** 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 Two Envelope Bidding Procedure
Evaluation Mechanism	R2 - Eligibility check with responsiveness based on Yes/No Evaluation then 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.gob.pk <b>TSE-232405406232 Note: Downloaded Bidding document DOES NOT REQUIRE signature and stamp of the procurement officer and can freely be downloaded and used from BPPRA Website</b>
Deadline for Submission of Bids	Date 23 May, 2024 & Time 11:00 AM through courier or may be dropped in the Tender Box at the office of the Procuring Agency
Opening Date/Time of bids	23 May, 2024 12:00 PM at the location <b>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</b>
Opening Date/Time of Financial bids	<b>Shall be communicated by the Procuring Agency on the completion of technical evaluation</b>
Bidding Document Fee	Not Required.
Bid Security	Amount: <b>5%</b> 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	02 Assignments of Similar Nature and Complexity Worth PKR. 800,000 Million each in Previous 05 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.700,000 Million in 05 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**

### 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 \_\_\_\_\_

## Scope Of Work

# HIRING OF LABOUR, PACKAGING, TRANSPORTATION & WAREHOUSES AT DISTRICT LEVELS FOR STATIONERY ITEMS DISTRIBUTION FROM BALOCHISTAN EDUCATION FOUNDATION (BEF) OFFICE QUETTA TO ITS SIXTEEN (16) 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

The objective of the below given Data-Sheet / Schedule of Requirements is to provide sufficient information to bidders to understand complete scope of this procurement such that no requirement of the Procuring Agency is left un-mentioned hereunder, so as to enable the bidders to prepare their bids accordingly:

It is mandatory for the bidders to meet the following given specifications. All offers meeting or exceeding the following minimum required specification shall be considered for further evaluations in accordance with the evaluation criteria.

Sr.No	Item Name	Quantity	Unit	Requirement						
1	78101802-Regional or national trucking services	16		<table border="1"> <tr> <td>Packaging of Stationery in BEF Office Quetta:</td> <td>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</td> </tr> <tr> <td>Transportation and Distribution of Packed Stationery items from BEF Head Office Quetta to 16 Districts vendor Warehouses.:</td> <td>Vendor will be responsible to hire warehouses in these 16 districts and from these 16 districts packed stationery will be distributed ahead to BEF Community Schools</td> </tr> <tr> <td>BEF 16 Districts with Number of Community Schools:</td> <td>BEF 16 Districts with Number of Community Schools 1) Killa Abdullah/Chaman-1 (No. of Community Schools 21 more or less) 2) Pishin (No. of Community Schools 20 more or less) 3) Kohlu/Duki (No. of Community Schools 32 more or less) 4) Musakhail/Barkhan (No. of Community Schools 31 more or less) 5) Loralai (No. of Community Schools 30 more or less) 6) Mastung/Kalat (No. of Community Schools 21 more or less) 7) Khuzdar-1 (No. of Community Schools 24 more or less) 8) Killa Abdullah/Chaman-2 (No. of Community Schools 21 more or less) 9) Ziarat (No. of Community Schools 20 more or less) 10) Panjgur (No. of Community Schools 26 more or less) 11) Nushki (No. of Community Schools 07 more or less) 12) Khuzdar-2 (No. of Community Schools 26 more or less) 13) Zhob (No. of Community Schools 34 more or less) 14) Harnai (No. of Community Schools 14 more or less) 15) Killa Saifullah (No. of Community Schools 43 more or less) 16) Washuk Basima (No. of Community Schools 25 more or less)</td> </tr> </table>	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	Transportation and Distribution of Packed Stationery items from BEF Head Office Quetta to 16 Districts vendor Warehouses.:	Vendor will be responsible to hire warehouses in these 16 districts and from these 16 districts packed stationery will be distributed ahead to BEF Community Schools	BEF 16 Districts with Number of Community Schools:	BEF 16 Districts with Number of Community Schools 1) Killa Abdullah/Chaman-1 (No. of Community Schools 21 more or less) 2) Pishin (No. of Community Schools 20 more or less) 3) Kohlu/Duki (No. of Community Schools 32 more or less) 4) Musakhail/Barkhan (No. of Community Schools 31 more or less) 5) Loralai (No. of Community Schools 30 more or less) 6) Mastung/Kalat (No. of Community Schools 21 more or less) 7) Khuzdar-1 (No. of Community Schools 24 more or less) 8) Killa Abdullah/Chaman-2 (No. of Community Schools 21 more or less) 9) Ziarat (No. of Community Schools 20 more or less) 10) Panjgur (No. of Community Schools 26 more or less) 11) Nushki (No. of Community Schools 07 more or less) 12) Khuzdar-2 (No. of Community Schools 26 more or less) 13) Zhob (No. of Community Schools 34 more or less) 14) Harnai (No. of Community Schools 14 more or less) 15) Killa Saifullah (No. of Community Schools 43 more or less) 16) Washuk Basima (No. of Community Schools 25 more or less)
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Note: Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

\* 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.

\*\* Ordered quantity shall not vary beyond 15% of the quantities specified in the "Data-Sheet of the Assignment" as per requirement of the Procuring Agency.

\*\*\* Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

### Delivery Schedule & Requirements:

**Place of Delivery of Goods:**

BEF 16 Districts Killa Abdullah/Chaman-1, Pishin, Kohlu/Duki, Musakhail/Barkhan, Loralai, Mastung/Kalat, Khuzdar-1, Killa Abdullah/Chaman-2, Ziarat, Panjgur, Nushki, Khuzdar-2, Zhob, Harnai, Killa Saifullah, Washuk Basima

**Last Date & Time of Delivery:**

06 June, 2024

Partial delivery is

**Not-Allowed**



INSTRUCTION FOR PREPARING TECHNICAL BID  
Additional Instruction

S.No	Additional Instructions	Sub Instructions
1	For Bid Technical and Financial Understanding/Clarification please do pre-tender meeting with Procurement Officer at BEF Head Office Quetta	

**Bid Form 1****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 &amp; Date of issuance \_\_\_\_\_

BRA Registration No \_\_\_\_\_

## 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	02 Assignments of Similar Nature and Complexity Worth PKR.800,000 Million each in Previous 05	Supply Orders	Assignment No.	Amount	Name of Purchaser
			_____	_____	_____
			_____	_____	_____
Turn Over	Accumualted Turn over of at least PKR.700,000 Million in 05 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

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78101802-Regional or national trucking services	Warehouses Rent : 16 Warehouses Rent in 16 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: \_\_\_\_\_

## Evaluation Criteria:

The evaluation criteria is based on **Least-Cost Selection Method** where, **Eligible Bidder, quoting Technically Responsive items at Lowest Financial Cost** shall be declared as the lowest evaluated bidder on Package Wise basis.

The Evaluation shall be on knock-down basis, which means that a bid failing at any evaluation stage shall not be evaluated in further stages of evaluation.

In case, two or more lowest evaluated bids are tie or equal, work would be awarded to the bidder quoting better specification or additional accessories / service. In case, the specification / service of the item/s is also identical, preference would be given to the bidder quoting shorter delivery / completion time. In case, the delivery time is also equal, preference would be given to the bidder having greater experience. In case, the experience of the bidders is also equal, preference would be given to the bidder having greater financial turn-over. In case, the financial turn-over is also same, the procuring agency shall award the contract on the basis of toss to the winning bidder.

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**

, as per the requirements of the eligibility criteria laid down under the heading of "Letter of Invitation for Bids - Eligibility Criteria for Bidders"

in the following manner:

S No.	Bidder's Eligibility Factor	Requirement	Bidder 1 YES/NO	Bidder 2 YES/NO	Bidder 3 YES/NO
1	Experience	02 Assignments of Similar Nature and Complexity Worth PKR. 800,000 Million each in Previous 05 Years			
2	Financial Capacity	Accumualted Turn over of at least PKR.700,000 Million in 05 Subsequent Previous Years			
3	Status As Active Tax Payer	Presence in Active Tax Payer List			
4	Tax Certificate	BRA Registration Certificate			
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan			

- i. 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.
- ii. Subsequent upon said assessment, Bidders shall be categorized as:
  1. Eligible Bidders
  2. Ineligible Bidders

### **2. Return of Financial Proposals from Ineligible Bidders.**

Proposals from Ineligible Bidders shall be declared "Non-Responsive", consequently shall NOT be accepted for any further evaluation:

1. Their Financial Proposals shall be returned without being opened.
2. Their Bid security shall be released upon their written request.

It shall be mandatory for a bidder to meet all Eligibility Factors to be considered Eligible.

### **3. Evaluation.**

The Bids received from Eligible Bidders

shall then be evaluated by the Technical Member / Committee or the Procurement Committee itself (If the required items are not technically complex)

for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on basis, in the following manner:

## Technical Evaluation of Bids

Item Name	Technical Requirement		Eligibility Bidder 1 Fulfill Requirement YES / NO	Eligibility Bidder 2 Fulfill Requirement YES / NO	Eligibility Bidder 3 Fulfill Requirement YES / NO
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			
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78101802- Regional or national trucking services	Transportation/Rent of from district warehouses to Community Schools :	Transportation/Rent from District Headquarter i.e vendor warehouses to 395 Community Schools of 16 districts			
78101802- Regional or national trucking services	Warehouses Rent :	16 Warehouses Rent in 16 Districts for Stationery unloading and further distribution from these warehouses to Community Schools ahead			

**\* List all requirements stated in the Data-sheet of the assignment & schedule of requirements, to evaluate the bid on all the required & mentioned technical characteristics.**

i. Bids conforming to the required technical qualification shall stand Responsive, hence will qualify for Financial Bid opening. All proposals shall be categorized as:

1. Responsive Proposals
2. Non-Responsive Proposals

**4. Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.**

Technical Proposals not conforming to the required technical, administrative or legal requirements shall be declared as “Non-Responsive” and consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall be returned without being opened.
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 item/s in which it does not meet the minimum technical qualification. And may be recommended for item/s in which it is technically responsive.
4. Technical Evaluation Report shall be prepared duly signed by all the members of the Procurement Committee, giving **REASONS** for;
  1. Acceptance of the Eligible & Responsive Bid/s
  2. Rejection of the Ineligible &/OR Non-Responsive Bid/s
5. Technical Evaluation concludes at this stage.

**5. Financial Evaluation.**

Financial Proposals of the Responsive Technical Proposals shall be publicly opened as specified in this document under the heading of "Letter of Invitation for Bid"

. Financial Comparative Statement / Evaluation Report of the "Responsive Proposals" shall be prepared by the

**Procurement Committee**

in the following manner:

**FINANCIAL EVALUATION OF BIDS**

Item Name / Model & Description	Quantity	Responsive Bidder 1	Responsive Bidder 2	Responsive Bidder 3
78101802-Regional or national trucking services	16			
78101802-Regional or national trucking services	16			
78101802-Regional or national trucking services	395			
78101802-Regional or national trucking services	16			

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

After Technical and Financial Evaluation of the Bids, both the Technical & the Financial Evaluation Reports shall be combined, this Report shall be called the "Evaluation Report". The Evaluation Report must clearly state justification for acceptance of lowest evaluated Bid/s, and reason/s for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the "Eligible and Responsive 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 under the relevant TSE number, at-least three days prior to the award of Contract. Copy of the same shall be provided to bidders upon their request.

**7. Award of Contract.**

Contract for Supply of Item/s to the recommended Bidder/s i.e. the lowest evaluated bidder/s (**"Eligible Bidder/s quoting Technically Responsive items at lowest Financial cost, for** shall be placed after three days of uploading of the Evaluation Report at B-PPRA Website.



## INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

A	B	C	D	E
S. No.	Item Name	Quantity	Unit Price (Including All Applicable Taxes & Costs)	Unit Total Price (Including All Cost)
A	B	C	D	(C x D) = E
1				
2				
3				
4				
5				
			Grand Total	(E1 + E2 + E3 + E4 + E5)

## Additional Instruction

S.No	Additional Instructions	Sub Instructions
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## GENERAL CONDITIONS

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Education Foundation

Reference Number: TSE-232405406232

## 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 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 Representatives 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 Contact;

(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.

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**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.

>

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

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**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.

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

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

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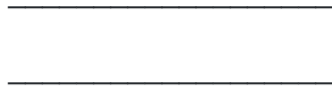
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a) and (c) of this Sub-Clause.

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## SPECIAL CONDITIONS

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S.No	Special Condition	Sub Condition
1	Notice	<p><b>1.1</b> For the purpose of this procurement, written and electronic notices / correspondence for and on behalf of the procuring agency, must be sent to the following::</p> <p>(a) Name of Procuring agency: Balochistan Education Foundation</p> <p>(b) Name of Procurement: HIRING OF LABOUR, PACKAGING, TRANSPORTATION &amp; WAREHOUSES AT DISTRICT LEVELS FOR STATIONERY ITEMS DISTRIBUTION FROM BALOCHISTAN EDUCATION FOUNDATION (BEF) OFFICE QUETTA TO ITS SIXTEEN (16) DISTRICTS COMMUNITY SCHOOLS.</p> <p>(c) Name of Procurement officer: Syed Nisar Ahmed</p> <p>(d) Designation of Procurement officer: Procurement Officer</p> <p>(b) Official Postal Address: Quetta</p> <p>(c) Official Email Address: nisar@bef.org.pk</p> <p>(d) Official phone number: 03322704705</p> <p><b>1.2</b> Notices not received at the particulars stated above, shall be deemed to not have been received by the procuring agency.:</p>
2	Bid Security	<p><b>2.1</b> The supplier shall submit as part of the financial proposal, bid security in Pak. Rupees, amounting to:</p> <p>2.1.1. 5</p> <p>2.1.2. of the %age of Offered Cost</p>
3	Performance Security	<p><b>3.1</b> (Where applicable): The supplier shall submit as a prerequisite; for the award of contract, Performance Security (or guarantee) in Pak. Rupees, amounting to % of the Contract Value within -1 days of the issuance of the letter of acceptance.</p> <p><b>3.2</b> After delivery and acceptance of Goods: -1 % of the Performance Security (or guarantee) shall be released within -1 days and the remaining -1 % to be withheld to cover the Supplier's warranty obligations</p> <p><b>3.3</b> The remaining: -1 % shall be released within -1 days (Maximum 60 days check) of the completion of the Supplier's warranty obligations.</p>
4	Packaging	<p><b>4.1</b> The Goods shall be packed properly by the supplier, so as to ensure that the Goods reach the Procuring Agency in perfect condition and order.:</p>

S.No	Special Condition	Sub Condition
5	Related / Incidental Services	<p><b>5.1</b> Related services required :</p> <p><b>5.2</b> Name and description of the Related services Vendor own Warehouses required in these 16 districts for the distribution of stationery to 395 Community Schools of BEF.</p> <ol style="list-style-type: none"> <li>1) <b>Killa Abdullah/Chaman-1 (No. of Community Schools 21 more or less)</b></li> <li>2) <b>Pishin (No. of Community Schools 20 more or less)</b></li> <li>3) <b>Kohlu/Duki (No. of Community Schools 32 more or less)</b></li> <li>4) <b>Musakhail/Barkhan (No. of Community Schools 31 more or less)</b></li> <li>5) <b>Loralai (No. of Community Schools 30 more or less)</b></li> <li>6) <b>Mastung/Kalat (No. of Community Schools 21 more or less)</b></li> <li>7) <b>Khuzdar-1 (No. of Community Schools 24 more or less)</b></li> <li>8) <b>Killa Abdullah/Chaman-2 (No. of Community Schools 21 more or less)</b></li> <li>9) <b>Ziarat (No. of Community Schools 20 more or less)</b></li> <li>10) <b>Panjgur (No. of Community Schools 26 more or less)</b></li> <li>11) <b>Nushki (No. of Community Schools 07 more or less)</b></li> <li>12) <b>Khuzdar-2 (No. of Community Schools 26 more or less)</b></li> <li>13) <b>Zhob (No. of Community Schools 34 more or less)</b></li> <li>14) <b>Harnai (No. of Community Schools 14 more or less)</b></li> <li>15) <b>Killa Saifullah (No. of Community Schools 43 more or less)</b></li> <li>16) <b>Washuk Basima (No. of Community Schools 25 more or less)</b></li> </ol> <p>:</p>
6	Spare parts	<p><b>6.1</b> Where applicable, Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within one (true) month of placing the order.:</p>
7	Warranty	<p><b>7.1</b> The Supplier shall, comply with the performance and/or consumption guarantees specified under the Contract.:</p> <p><b>7.2</b> The warranty period shall be -1 months from date of acceptance of Goods:</p> <p><b>7.3</b> The period for correction of defects in the warranty period is -1:</p> <p><b>7.4</b> In case the supplier fails to comply with the requirements of guarantee / warrantee within the stipulated time, the same shall be proceed for blacklisting:</p>
8	\Insurance:	<p><b>8.1</b> Insurance Required No:</p> <p><b>8.2</b> Insurance particulars: nil :</p> <p><b>8.3</b> Required Document: Nil :</p>

S.No	Special Condition	Sub Condition
9	Delivery Schedule and requirements	<p><b>9.1</b> Final date of delivery / Completion As per Work Order/Award of Contract Issued :</p> <p><b>9.2</b> Partial delivery : Allowed:</p> <p><b>9.3</b> Delivery at: Multiple location</p> <p><b>9.4</b> Delivery Location/s District – Complete Address:</p> <p><b>9.5</b> Required document: Receivings from District Supervisors of the concerned districts. Receivings of Stationery delivered by the vendor is mandatory and if receivings were not submitted payment will not be disbursed :</p> <p><b>9.6</b> Other document(s): Nil :</p>
10	Inspection of Goods / Services	<p><b>10.1</b> Place of Inspection : same as :</p> <p><b>10.2</b> If other than delivery location, specify place of Inspection : BEF office H. No. 1/10/11/12 Shalimar City, Near NADRA Verification Center. Airport Road, Quetta :</p> <p><b>10.3</b> Description of inspection Inspection of Proper Packaging of Stationery items as per demand :</p>
11	Transportation	<p><b>11.1</b> Transportation cost and responsibility is to be borne by the: Supplier</p> <p><b>11.2</b> Any particulars of Transportation: Proper Transportation with Proper Coverings and safety of Bags and stationery :</p> <p><b>11.3</b> Any special requirements of Transportation: Proper Vehicles where packed stationery are well safe from all aspects :</p> <p><b>11.4</b> Required Documents (Before and:</p>

S.No	Special Condition	Sub Condition
12	Liquidated damages (LD)	<p><b>12.1</b> 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><b>12.2</b> 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><b>12.3</b> Liquidated damages shall be paid in the form of _____ from a scheduled bank of Pakistan:</p> <p><b>12.4</b> 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><b>12.5</b> 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><b>13.1</b> Payment is to be made in Pakistani Rupees:</p> <p><b>13.2</b> Partial payment for Goods under this contract shall be not-allowed:</p> <p><b>13.3</b> (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><b>13.4</b> (In case of allowed) The Contract Price shall be paid in Pakistani Rupees to the Supplier in the following manner::  (a) 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>



S.No	Special Condition	Sub Condition
14	Dispute resolution	<p><b>14.1</b> In case, if a bidder is aggrieved by an act or decision; prior to signing of the Contract by the procuring agency, the aggrieved bidder shall lodge a written complaint to the chairman of the complaint redressal committee and pursue the matter in accordance with Rule 56 of the BPP Rule, as amended from time to time:</p> <p><b>14.2</b> If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Contractor, in connection with or arising out of the Contract, at the time or after signing the Contract, the parties shall seek to resolve such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.:</p> <p>(a) In the beginning of negotiation, the dispute shall be resolved through mediation and mediator shall be appointed with the mutual written consent of both the parties.</p> <p>(a) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual written consent of both the parties. The Arbitration shall take place in Quetta and proceedings will be conducted in English / Urdu language</p> <p>(b) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>(c) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>(d) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p>

## CURRENCY & BID VALIDITY

Allow Financial Bids In Foreign Currencies: No

Bid Validity Period (Days): 90

# CONTRACT AGREEMENT

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# INTEGRITY PACT

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