

# ٹینڈر نوٹس

پاکستان بیت المال جو کہ وفاقی حکومت کا ایک خود مختار ادارہ ہے اور غربت کے خاتمہ کے لیے مختلف پراجیکٹس کے ذریعے اپنا بھرپور کردار ادا کر رہا ہے۔ انہی پراجیکٹس میں سے ایک پراجیکٹ پاکستان سویٹ ہوم کے نام سے یتیم بچوں کی کفالت کے لئے ضلع پشاور، مردان، مانسہرہ، سوات، کوہاٹ اور شانگلہ کے اضلاع میں مراکز قائم کئے گئے ہیں۔ ہر مرکز میں 100 بچے زیر کفالت ہیں۔ ان 06 مراکز میں یتیم بچوں کو موسم کے اعتبار سے ڈریس آنٹمز کی فراہمی کے لئے پاکستان بیت المال صوبائی دفتر خیبر پختونخواہ ان تمام سبڈ ٹیکس اور انکم ٹیکس ڈپارٹمنٹ سے رجسٹرڈ فرمز کو مالی سال 2017-18 کے لیے مالی تکنیکی بولی کی دعوت دیتا ہے۔ یہ سپلائی سال میں دو مرتبہ (گرمی / سردی) ہوگی۔ مزید یہ کہ، سامان کا معائنہ سپلائر کے گودام پر ہوگا اور سپلائر معائنہ کے بعد یہ سامان متعلقہ مراکز کو پہنچانے کا پابند ہوگا۔ ٹینڈر فارم جو کہ تفصیلی شرائط و ضوابط، طریقہ خریداری، زر ضمانت، ٹینڈر فارم لینے، جمع کرنے اور کھولنے کی حتمی تاریخ اور دوسری ضروری ہدایات پر مشتمل ہیں، ڈائریکٹر بیت المال صوبائی دفتر (جو کہ پی پی آر کے پتہ پر واقع ہے) سے خواہشمند بولی دہندگان کے لیے دستیاب ہیں۔ ٹینڈر فارم کی قیمت مبلغ 1000 روپے (ناقابل واپسی) ہے جو کہ PPRA Rules 2004 کے جزو 5-23 کے مطابق ہے، دفتری اوقات میں زیر دستخطی کے دفتر سے دفتری ایام کار میں اشتہار طحا کے اشاعت کے 15 دنوں کے اندر وصول کئے جاسکتے ہیں۔ ٹینڈر کی کل مالیت کا 5% بطور کال ڈیپازٹ بنام ڈائریکٹر پاکستان بیت المال صوبائی دفتر پشاور منسلک ہونا چاہیے۔ ٹینڈر فارم بیت المال کی ویب سائٹ [www.pbm.gov.pk](http://www.pbm.gov.pk) پر بھی دستیاب ہے لیکن ٹینڈر جمع کرتے وقت اس کی قیمت مبلغ 1000 روپے جمع کرانے ہوں گے۔ ٹینڈر جو کہ اوپر دی گئی ہدایات کے مطابق بنایا گیا ہو درج ذیل پتہ پر اشتہار طحا کے سو ہولویں دن سے پہلے یا سو ہولویں دن پر ساڑھے گیارہ بجے صبح پہنچ جانے چاہئیں۔ بولی / proposals اسی دن بارہ بجے کھول دی جائیں گی۔ فرموں کو ڈریس آنٹمز کے نمونہ جات ٹینڈر کھولنے کے دن ٹینڈر کے ساتھ جمع کرانے ہونگے۔ ادارہ ٹینڈر کو مکمل یا جزوی طور پر منظور یا مسترد کرنے کا مجاز ہے۔ پاکستان بیت المال درخواست کی بنیاد پر کسی بھی سپلائر / ٹھیکیدار کو جس نے ٹینڈر میں حصہ لیا ہے۔ اس کی بولی / proposal منظور نہ ہونے کی صورت میں اس کی وجوہات بتا سکتا ہے تاہم ادارہ ان وجوہات کا جواز پیش کرنے کا پابند نہ ہوگا۔ یہ اشتہار IPPRA اور پاکستان بیت المال کی ویب سائٹ [www.ppra.org.pk](http://www.ppra.org.pk) اور [www.pbm.gov.pk](http://www.pbm.gov.pk) پر بھی موجود ہے۔

ڈائریکٹر

پاکستان بیت المال صوبائی دفتر، خیبر پختونخواہ  
سیدزادہ ہاوس، نزد گل حاجی پلازہ، یونیورسٹی روڈ، پشاور

فون نمبر:- 091-9218085

فیکس نمبر:- 091-9218154



**Government of Pakistan  
Cabinet Division  
PAKISTAN BAIT UL MAL  
(SAY NO TO CORRUPTION)**

**Provincial Office Khyber Pakhtunkhwa**

Syed Zada House, Near Gul Haji Plaza, University Road Peshawar Ph # 091-9218085, Fax # 091-9218154

**BIDS WILL NOT BE CONSIDERED  
UNLESS RETURNED IN SEALED  
ENVELOPE CLEARLY MARKED  
WITH TENDER DOCUMENT FOR  
DRESS / CLOTHING**

**TENDER FORM**

Sealed proposal subject to the conditions as detailed below will be received at this office until **11:30 pm Oct 03, 2017 (Tuesday)** for supply of Dress / Clothing (As per Annex-A for Pakistan Bait ul Mal - Pakistan Sweet Homes for Rehabilitation of Child Labour, for the Education Year 2017-18. All the proposals will be opened on the same day at **12:00 pm** at the above venue. Proposal should be sent through courier service under sealed envelope clearly marked with Tender Document for Dress / Clothing for Education Year 2017-18; **OR** be delivered by hand at the time of opening of Tender. **NO LATE PROPOSALS WILL BE ACCEPTED.** Any query regarding this bid can be addressed to the Director PBM Khyber Pakhtunkhwa/Assistant Director (Projects/PSH), PBM Khyber Pakhtunkhwa office.

**Expected date of commencement of contract: Oct 10 , 2017.**

In compliance with the above proposal and subject to all conditions thereof, the undersigned offers and agrees, if this proposal be accepted, to furnish any or all of the items upon which prices are quoted, at the prices given against each item, within the time and place indicated as per Bait ul Mal - Pakistan Sweet Homes for Rehabilitation of Child Labour locations.

**1.0 PROCEDURE AND RULES:**

**1.1 Response Format:**

Bidders are requested to confirm not later than **(Oct 03, 2017) at 11:30 pm** their intention to submit their proposal, by fax to 091-9218085.

Full proposal should be submitted in ENGLISH and must be sealed and received not later than **(October 03, 2017) at 12:00 pm** in **original**, duly signed, stamped and dated. Sealed proposal must be surely closed in suitable envelope and dispatched to arrive at the Pakistan Bait ul Mal Provincial Office KP at address given below not later than the closing time and date. They must be clearly marked as follows:

Outer Envelope should be as:

- Name of the Firm,
- Tender Document for the Supply of Dress / Clothing;
- Pakistan Bait ul Mal, Provincial Office, Khyber Pakhtunkhwa,  
Syed Zada House, Near Gul Haji Plaza / Opp. NBP, University Road, Peshawar.

Proposals could also be delivered by hand at the time of opening of tender. Proposal received prior to the stated closing time and date will be kept unopened. The responsible(s) as member(s)/convener of the Tender Committee will open the proposal when the specified time has arrived and proposal(s) received thereafter will be rejected and returned without being opened. Pakistan Bait ul Mal will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this document or which do not respect the required confidentiality will be rejected.

### **1.2 Mandatory Criteria:**

All mandatory (i.e. must/have to/shall/should/will) criteria mentioned throughout this proposal have to be addressed and adhered in accordance.

### **1.3 Tender change policy:**

Erase or other correction in the proposal must be explained and the signature of applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposal may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all the instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

### **1.4 Rights of Pakistan Bait ul Mal:**

Pakistan Bait ul Mal reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. PBM reserves the right to invalidate any proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a proposal received from a Bidder who, in the opinion of PBM, is not in a position to perform the contract. PBM shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Tender. The Bidder agrees to be bound by the decision of PBM as whether her/his proposal meets the requirements stated in the proposal. Specifically, PBM reserves the right to:

- Contract any or all items given in **List as per Annex-A**;
- Request additional supporting or supplementary data from the bidder(s);
- Accept any proposal in whole or in part;
- Contact any number of candidates as required to achieve the overall evaluation objectives.

### **1.5 Proposal Evaluation:**

The Tender Committee will examine the proposals whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Arithmetical errors will be rectified on the following basis: If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Tender Committee will determine the substantial responsiveness of the each proposal to the Tender Document. For purpose of these clauses, a substantially responsive proposal is which conforms to all the Procedures, Rules, Terms and Conditions of the Tender Document without material deviations. The purchaser's determination of a proposal's responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence.

A proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made response by the Bidder in correction of non-conformity.

Upon fulfilling of the above stated criteria, the bids are then be evaluated for the lowest quoted rates by adhering to the Procedures, Rules, Terms and Conditions of the Tender Document.

Upon fulfilling of the above stated criteria, the Bids Technical and Financial Proposals will then be evaluated for the lowest quoted rates by adhering to the Procedures and Rules and Terms and Conditions of the Tender Document.

- a. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- b. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- d. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- e. The procuring agency shall evaluate the technical proposal in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f. During the technical evaluation no amendments in the technical proposal shall be permitted;
- g. After the evaluation and approval of the technical proposal the procuring agency, shall publicly open the financial proposals of the technically accepted bids. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders;
- h. The bid found to be the lowest evaluated bid shall be accepted.

#### **1.6 Technical Proposal Evaluation Criteria:**

The Technical Proposal shall include the following:

1. Provision of samples of all the Dress / Clothing items as per annexure "A" of the tender document;
2. Willingness of the firm to deliver the Dress / Clothing items to its respective stations as per annexure "B" of the tender document after award of contract;
3. Willingness of the firm to supply Dress / Clothing according to the exact sizes of the students enrolled in PBM-PSHs at Khyber Pakhtunkhwa;
4. Willingness of the firm to visit each PBM-PSHs at Khyber Pakhtunkhwa as per annexure "B" for collection of exact sizes of the enrolled children before supply of Dress / Clothing;
5. Willingness of the firm to replace the Dress / Clothing items if it doesn't show correlation to the sizes of (any/all) student/ students;
6. Willingness of the firm to deliver separate kits of Dress / Clothing to the respective Pakistan Sweet Homes in case of replacement / fresh enrolment of children after supply of Dress / Clothing.
7. Willingness of the firm to immediately replace the Dress / Clothing, if its quality is found inferior to the sample provided, any time during continuation of the contract;
8. Willingness of the firm to replace the Dress / Clothing if the number of students changes in any PSH after collection of sizes.

The Tender Committee constituted in pursuance of PBM Head Office letter No. PBM/EDU/352/03/09 dated Feb 7, 2017 and detailed in the tender document will evaluate all the above points of technical proposals to confirm the viability of the firm before award of contract. Firms confirming to all the requirements stated in the technical proposal would be accepted as technically sound. The Tender Committee will also evaluate the samples of all items of Dress / Clothing and give its report as to whether the samples are acceptable or not acceptable.

### **1.7 Announcement of Evaluation Reports:**

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.

### **1.8 Acceptance of Bids:**

The bidder with the overall lowest evaluated bid, if not in conflict with Procedures, Rules, Terms and Conditions of the Tender Document and any other law, rules, regulations or policy of the Federal Government, shall be awarded the procurement contract.

### **1.9 Closing of contract:**

- a. Except for defect liability or maintenance by the supplier or contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on the issue of overall delivery certificate or taking over certificate which shall be issued within “30” thirty days of final taking over of goods or receiving the deliverables or completion of works enabling the supplier or contractor to submit final bill and the auditors to do substantial audit.
- b. In case of defect liability or maintenance period, defect liability certificate shall be issued within thirty days of the expiry of the said period enabling the supplier or contractor to submit the final bill. Except for unsettled claims, which shall be resolved through arbitration, the bill shall be paid within the time given in the conditions of contract, which shall not exceed sixty days to close the contract for final audit.

### **1.10 Property of Pakistan Bait ul Mal:**

This Tender Document, alongwith any responses thereto, shall be considered the property of PBM and the proposals will not be returned to their originators. However, the samples presented by bidders shall be returned to their originators except to the successful Bidder against which material shall be tallied during its delivery to respective station (s). In submitting this proposal the bidder will accept the decision of PBM as to whether the proposal meets the requirements started in this Tender Document.

### **1.11 Unethical Behaviour:**

PBM strictly enforces a policy of zero tolerance concerning unethical, nonprofessional or fraudulent acts of bidders. Accordingly, any registered bidder that is found to have undertaken unethical, nonprofessional or fraudulent activities will be suspended or forbidden to continue business relations with PBM.

### **1.12 Corrupt and Fraudulent Practices:**

PBM requires that all bidders associated with this invitation to Bid observe the highest standard of the ethics during procurement and execution of the work. In pursuance to this policy, PBM defines as;

- a. Corrupt practices mean the offering, giving, receiving or soliciting for anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and
- b. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.
- c. Will reject a proposal for award if it determines that the selected supplier/contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question.

- d. Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a PBM contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a PBM contract.

### **1.13 Rights of PBM (Late delivery):**

In case of failure by the Contractor to perform under the terms and conditions of this contract, PBM shall exercise one or more of the following rights:

- a. Procure all or any of the items as per **List at Annex-A** from other sources, in such event PBM may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights PBM shall mitigate its damages in good faith;
- b. Refuse to accept delivery of all or any items as per **List at Annex-A**;
- c. Terminate the contract without any liability for termination charges or any other liability of any kind thereof;
- d. For late delivery of items as per **List at Annex-A** or items which do not meet the required specification, quality and quantity, size and are therefore rejected by the PBM, claim liquidated damages from the contractor and deducts 0.2 % of the value of the rate of items per additional day of delay. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations and liabilities pursuant to this Contract.

### **1.14 Delivery Date:**

Delivery date to be understood as the time the contract work is completed at the locations indicated under Delivery Terms.

## **2.0 TERMS AND CONDITIONS OF CONTRACT:**

Any contract or supply order resulting from this INVITATION shall contain Government of Pakistan (GoP) Terms and Conditions and any other Procedure, Rules and specific Terms and Conditions detailed in this INVITATION.

- a. Sealed Tender are invited from all suppliers alongwith income tax and sales tax registration certificate fulfilling the Procedure, Rules, terms & conditions of the contract;
- b. The earnest money @ 05 % of the Tender/Offer in the shape of deposit at call from any scheduled bank in the name of Director, Pakistan Bait ul Mal, Provincial Office KP Peshawar shall be accompanied with the tender document. The earnest money of successful Bidder shall not be refunded and will automatically be converted in the security deposit. No Tender/Offer will be entertained without earnest money;
- c. The genuineness of Earnest Money shall be verified and upon its non verification from the concerned Bank branch, the proposal by the bidder shall be terminated even if it is successful Bidder;
- d. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Financial Proposal** and the **Technical Proposal**;
- e. Tender will be opened in the presence of bidders or their authorized representatives at PBM Provincial Office KP Peshawar;
- f. The suppliers will bring the samples of all the items as given in enclosed **List at Annex-A** at the time of opening the tender.
- g. PBM has 06 Pakistan Sweet Homes in 06 Districts (Peshawar, Kohat, Mardan, Mansehra, Swat & Shangla). Each PSH has 100 Students / Orphans. The Dress / Clothing items shall be delivered to the respective stations (**as per Annex-B**) according to the exact sizes of the children in each PSH. The contractor shall obtain exact sizes of the children of each PSH before delivery of Dress / Clothing at his own cost.
- h. The bidders shall make good all deficiencies in the items during the period of supply at his/her own cost and no additional payment will be made for any replacement of items etc.

- i. The contractor shall be bound to replace the Dress / Clothing items (at his own cost) if it does not correspond to the sizes of the children.
- j. In case of any problem/clarification the matter shall be referred to the Director PBM KP and the decision of Tender Committee shall be final and binding on all parties.

### **2.1 Payment and Terms of Payment:**

Bidder will be entitled to payment by PBM against his bill duly supported by the following documents:-

- a. The prices shown in the contract cannot be increased except by express written agreement by the PBM;
- b. No advance payment will be made to the supplier;
- c. Payment of work done would be made in the Education Year in which the contract has been awarded. For the purpose, the contractor would be required to submit bills by giving one month time to PBM to clear the bills.
- d. Bill in duplicate alongwith sales tax invoices.
- e. Certificate to the effect that the billed amount has not been claimed or received earlier.
- f. Inspection Certificate issued by the PBM, Provincial Office, Inspection Committee.
- g. Acknowledgment Receipt containing quantity and quality of the Dress / Clothing provided duly signed and stamped by the concerned District Officer and Incharge PSH, PBM - Pakistan Sweet Homes.
- h. Payment will be made through crossed cheque in net 30 days after receipt of the invoice and in favour of Contractor's firm/shop after deduction of taxes as per Govt rules from time to time; and
- i. 05% earnest money shall be released after 3 months from the date of satisfactory final delivery.

### **2.2 Terms of Delivery:**

PBM has 06 Pakistan Sweet Homes (operational excluding fully sponsored ones) in 06 Districts. Each School has 100 children. The Dress / Clothing items shall be delivered according to the gender and exact sizes of the students of each PSH. The contractor shall obtain exact sizes of the students of each school (at his own cost) before delivery of Dress / Clothing. The contractor shall be bound to replace the Dress / Clothing items (at his own cost) if it does not correspond to the sizes of children. The bidders shall make good all deficiencies in the items during the period of supply at his/her own cost and no additional payment will be made for any replacement of items etc. Dress / Clothing items shall be delivered at the destination i.e. Pakistan Sweet Homes as per delivery schedule. Transportation charges will be borne by the supplier only.

### **2.3 Delivery Period:**

The items shall be supplied within 45 days from the date of issuance of supply order. In pursuance of PBM Head Office letter No. PBM/EDU/352/03/09 dated Feb 7, 2017, the Inspection Committee will inspect the goods as per **List at Annex-A** at godown / warehouse of the approved supplier will seal their goods and handover to the supplier and then the supplier will supply the same to all PSHs. The material shall properly be packed/sealed/labelled and be delivered to the respective PSH locations and responsibility of safe and complete delivery of all items to the PBM-PSHs shall be rested upon the contractor. All transportation charges involved in above process shall be borne by the Contractor. On receipt of Dress / Clothing Items at the PBM-PSHs, the District officer concerned and Incharge PSH shall confirm and acknowledge the quality and quantity of all the items received.

### **2.4 Tender Committee:**

Composition of the Tender Committee is as under:

- |   |          |
|---|----------|
| 1. Director Khyber Pakhtunkhwa                          | Convenor |
| 2. Assistant Director (Admin) Khyber Pakhtunkhwa        | Member   |
| 3. Assistant Director (Projects/PSH) Khyber Pakhtunkhwa | Member   |
| 4. Assistant Director (Accounts) Khyber Pakhtunkhwa     | Member   |

## **2.5 Inspection Committee:**

Composition of the inspection committee is as under:

- |   |          |
|---|----------|
| 1. Director Khyber Pakhtunkhwa                          | Convenor |
| 2. Assistant Director (Admin) Khyber Pakhtunkhwa        | Member   |
| 3. Assistant Director (Projects/PSH) Khyber Pakhtunkhwa | Member   |
| 4. Assistant Director (Accounts) Khyber Pakhtunkhwa     | Member   |

The committee will also ensure before supply that the quantity and quality of the Dress / Clothing items (list as per Annex- A) is the same as contained in the purchase order and in conformity to the samples presented by the Contractor during tender process at godown of the supplier. The quality and quantity of these items will further be determined from the Acknowledgment/s and Certificate of Quality Assurance by the District Officer & Incharge PSH on concerned district, after actually examining, inspecting the total items as per size, specimen and specification and requirements.

## **2.6 Sales Tax and other Government Duties:**

All taxes, duties, octroi charges, sales tax and other Government charges are the responsibility of the supplier.

## **2.7 Failure and Termination:**

If the Contractor fails to deliver any of all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, the Tender Committee at PBM Provincial Office Khyber Pakhtunkhwa may, without prejudice to any other right or remedy it may under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the contractor. OR to purchase from elsewhere without notice to Contractor at Contractor's risk and cost, OR to terminate the contract at the risk and cost of the Contractor alongwith forfeiture 05 % security deposit.

In the event of action being taken above, the Contractor shall be liable for any loss, which the PBM may suffer on that account but the Contractor shall not be entitled to any gain on purchase made against the supply order.

PBM reserves the right to terminate without cause Contract at any time upon thirty (30) days prior written notice to the Contractor. In the event of any termination no payment shall be due from PBM to the Contractor except for the work and services satisfactorily performed in conformity with the expressed terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to PBM for reasonable loss or damage which may be suffered by PBM for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the Contract, PBM may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any material or work-in-process related specifically to this contract. Subject to deduction of any claim PBM may have arising out of this Contract or termination, PBM will pay the value of all such finished work delivered and accepted by PBM. If during the course of execution of the contract your firm is black-listed by PBM, the purchaser may proceed with all or any of the actions detailed below:



- a. To allow the contract to run its course till completed in accordance with the terms and conditions of contract.
- b. To stop further supplies with or without financial repercussions.
- c. To cancel the contract with or without reservation of rights.

The initiation of arbitral proceedings in accordance with Article 'Settlement of Disputes' shall not be deemed a termination of this Contract.

### **2.8 Sub-Contracting:**

In the event the Contractor requires the services of the subcontractor, the Contractor shall obtain the prior approval and clearance of PBM for all sub-contractors. The approval of PBM of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

### **2.9 Assignment and Insolvency:**

The contractor shall not, except after obtaining the written consent of PBM, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's right or obligations under this Contract.

Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, PBM may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

### **2.10 Settlement of Disputes:**

#### **a. Amicable Settlement:**

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract by making reference to the original documentation retained on record.

#### **b. Arbitration:**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within 30 days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party for arbitration to the Managing Director PBM. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### **2.11 Authority to Modify:**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against PBM unless provided by an amendment to this Contract signed by the Director PBM KP.

### **2.12 Force Majeure, Other Changes in Conditions:**

- a. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to PBM of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The contractor shall also notify PBM of any other changes in conditions or the occurrence of any event which interferes or threaten to interfere with its performance of the Contract. On receipt of the notice required under this Article, PBM shall take such actions, as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

- b. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure, to perform its obligations and meet its responsibilities under this Contract, PBM shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 'Termination', except that the period of notice shall be seven (07) days instead of thirty (30) days.
- c. Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, lockouts, strikes, restrictions imposed by the Government in the matter of import/export, injunction granted by a lawful court restraining the Contractor from executing the contract unless such injection was due to any alleged irregularity committed by the Contractor or other acts of a similar nature or force.

### **2.13 Responsibility for Executing the Contract:**

The supplier shall be entirely responsible for the successful execution of the contract in all respects and in accordance with the terms and conditions as specified in the contract including the schedule.

### **2.14 Demurrage:**

Should any demurrage charges be incurred due to any of the reasons mentioned below the same shall be deducted from the Contractor bills or recovered from the Contractor as a separate item (the decision of the purchaser, regarding fixation of responsibility in this connection shall be binding on the Contractor): -

- i. Owing to delay in forwarding/ delivery of relevant documents etc.
- ii. Defective marking or packing of the items ordered or any other reason.

### **2.15 Inspection and Rejection:**

- a. The Inspection Committee may reject a part or the whole of the consignment tendered for inspection, if after inspection such portion there of as Committee may decide in its discretion, if Committee is satisfied that the consignment is below the requirements of the particulars governing the supply given in the Purchase Order;
- b. The decision of the Inspection Committee shall be binding upon the Contractor;
- c. If the items are rejected as aforesaid than without prejudice to the right of the Purchaser the Contractor may submit items in replacement of those rejected but resubmission will not mean extension of delivery period;
- d. On final rejection the Purchaser shall have, the following rights: -
  - i. To purchase the rejected items at your cost and expense;
  - ii. To terminate the contract and recover from you the loss, the purchaser thereby incurs.

### **2.16 Despatch of Items:**

Items delivered under the contract shall be despatched to respective stations. In case the loss, if any, due to defective or incorrect packing/ causing damage to items shall be on the Contractor's account. This shall be replaced on complaint.

### **2.17 Law Governing the Contract:**

The contract shall be governed by the Laws of Pakistan as amended from time to time.

Subject to the above conditions, a binding contract has been concluded with the issuance of this letter and that the provision of this contract shall be binding on the Contractor.

The undersigned, having read the Terms and Conditions set out or specified in this document, hereby offers to supply any or all of the **items specified in the enclosed Lists at Annex-A** at the price or prices quoted therein, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Firm's Name: \_\_\_\_\_

Bank Account No. and Name of the Bank: \_\_\_\_\_

Address of the Firm: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Sales Tax Registration No. \_\_\_\_\_ NTN No \_\_\_\_\_

Name & Title. \_\_\_\_\_ Date \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

**ANNEX-A**

<b>DETAIL OF DRESS / CLOTHING FOR STUDENTS OF PBM PSHs - KP</b>							
<b>WINTER SEASON FINANCIAL YEAR 2017-18</b>							
<b>S#</b>	<b>Item / Description</b>	<b>Colour / Specification</b>	<b>Quality</b>	<b>Total Quantity (One Year)</b>	<b>Unit Price without GST(Rs)</b>	<b>Unit Price with GST (Rs)</b>	<b>Total Price Including GST (Rs)</b>
1	Shalwar Kameez	White	Good	600			
2	Pant & Shirt	Any	Good	600			
3	Vest	White	Good	600			
4	Towels	Any	Good	600			
5	Gersy / Jacket	Any	Good	600			
6	Trousers	Grey / Blue	Good	600			
7	Slippers (Chappal)	Any	Bata/Service	600			
8	Shoes	Sports / Casual	Good	600			
9	Socks	As per season	Good	1200			
10	Under Wear	White / Grey	Good	600			
11	Muffler	Green / Grey etc	Good	600			

<b>DETAIL OF DRESS / CLOTHING FOR STUDENTS OF PBM PSHs - KP</b>							
<b>SUMMER SEASON FINANCIAL YEAR 2017-18</b>							
<b>S#</b>	<b>Item / Description</b>	<b>Colour / Specification</b>	<b>Quality</b>	<b>Total Quantity (One Year)</b>	<b>Unit Price without GST(Rs)</b>	<b>Unit Price with GST (Rs)</b>	<b>Total Price Including GST (Rs)</b>
1	Shalwar Kameez	White	Good	600			
2	Pant & Shirt	Any	Good	600			
3	Vest	White	Good	600			
4	Towels	Any	Good	600			
7	Slippers (Chappal)	Any	Bata/Service	600			
8	Shoes	Sports / Casual	Good	600			
9	Socks	As per season	Good	1200			
10	Underwear	White / Grey	Good	600			
11	Sandals	Green / Grey etc	Good	600			

**LIST OF PAKISTAN BAIT-UL-MAL PSHs KHYBER PAKHTUNKHWA**

<b>S.No</b>	<b>District</b>	<b>Address of PBM-Pakistan Sweet Homes</b>
1	Peshawar	University Town, Peshawar
2	Mardan	Gujjar Garhi Road, Mardan
3	Swat	Mingora Swat
4	Shangla	Alpuri Shangla
5	Kohat	Jarwenda Road, Kohat
6	Mansehra	Dabb No. 2, Mansehra