

NBP-0014-2409040005269494

GoS-HYD-7ABE10CD3A634122

Non-Judicial

Rs 258,300/-

Description : Contract - 15(a)
 Principal : Govt. of Sindh Rehabilitation Department (PDMA) Sindh [90310195]
 Contractor : White Rose Trading International Pvt. Limited. [43607128]
 Applicant : Farjad Hussain Shaikh [41303-1034792-7]
 Stamp Duty Paid by : White Rose Trading International Pvt. Limited. [43607128]
 Issue Date : 04-Sep-2024, 04:34:58 PM
 Paid Through Challan : 2024484FCB7B7843
 Amount in Words : Two Lac Fifty Eight Thousand Three Hundred Rupees Only

Please Write Below This Line



GOVERNMENT OF SINDH
 REHABILITATION DEPARTMENT
 PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)

AGREEMENT FOR SUPPLY OF "CHATAI / PLASTIC MATS".

This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Building # C-26, Main Khayaban-e-Jami, DHA Phase-VII, Karachi and White Rose Trading International Private Limited. (herein after called the Supplier). This agreement shall come into clearly laid down the roles and responsibilities of the two parties, aimed at successful discharge of the contractual obligation of each party.

2. Both parties hereby agree to perform the following functions:

- The Supplier shall supply 40,000 quantities of Chatai / Plastic Mats (as per NIT dated: 22.07.2024 specifications) @ Rs.73,800,000/- (Seventy Three Million Eight Hundred Thousand Only) inclusive of all applicable taxes, transportation and loading / unloading charges.
- The Supplier shall deliver the aforementioned items at the PDMA Warehouses (Karachi, Jamshoro & Sukkur) as per instructions given in the Work Order and hand over the consignment to the representatives of PDMA.
- The Supplier shall complete 100% delivery within 14 days.
- The Supplier shall submit Performance Security equal to 5% of the total cost of procurement i.e. (Rs. 3,690,000/-) in the shape of Pay Order/

Contd/2



Bank Guarantee in the name of the Purchaser (PDMA Sindh) within 07 days of signing of this Agreement failing which the Contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.

- e) The Supplier shall be solely responsible for any delay occurring in the supply of aforementioned Relief item due to the event of riots, civil commotion, strike, lockout power failure and disturbance directly affecting / delaying the supply and any such event will not claim leniency. However, events of Force Majeure such as acts of GOD and war are exceptions.
- f) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized representative(s) of the Authority.
- g) In case any deficiency / defect is observed during the course of inspection, the Purchaser shall have the right to withhold the payment of an amount equal to the cost of the item(s) so found deficient / defective OR if the whole consignment is not as per specification of the NIT 22.07.2024, the agreement may be forfeited/ cancelled with financial penalty of Performance Security and the second lowest firm quoting the second lowest rates may be awarded the agreement of supply. Since payment shall be released only after making sure that the damaged / deficient items are replaced by the supplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality / quantity or other specifications, also have the right to reject the stores or impose penalty (as mentioned above) commensurate with the deficiency of the damages.
- h) The supplier shall produce the receipt of delivery certified by the head of PDMA or any other person so authorized by the Purchaser.
- i) The Purchaser shall make necessary payment upon receipt of all legal documents (Delivery Challans duly sign & stamped, Bills, Sales Invoice etc.) and upon completion of all codal formalities or otherwise decided by the competent authority i.e. Director General, PDMA Sindh.
- j) The Purchaser shall release the Performance Security upon successful/ satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.
- k) All disputes arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General, PDMA in light of provisions of the Sindh Public Procurement Rules 2010(amended 2019).

IN WITNESS WHEREOF the Purchaser and Supplier have executed this Contract and hereinto subscribed their names and set their respective seals on the date first above written.



FOR PDMA SINDH (PURCHASER)



White Rose Trading
International (Pvt.) Ltd

Handwritten signature of White Rose Trading International (Pvt.) Ltd

White Rose Trading
International Pvt Ltd.
(Supplier)

Dated: _____

Witness: _____

Witness: _____



Dated: _____

Contract Title: Procurement Of Relief Items/Goods/Equipment FY 23-24. (Supply of Chatai / Plastic Mats)

5. Notwithstanding any rights and remedies exercised by Provincial Disaster Management Authority, Sindh in this regard, M/s. White Rose Trading International Private Limited agrees to indemnify Provincial Disaster Management Authority, Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Provincial Disaster Management Authority, Sindh in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. White Rose Trading International Private Limited as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Provincial Disaster Management Authority, Sindh.



(Bidders Authorized Signatures with Official Stamp)

WHITE & SPENCER
International



**GOVERNMENT OF SINDH
REHABILITATION DEPARTMENT
PROVINCIAL DISASTER MANAGEMENT AUTHORITY (SINDH)**

**AGREEMENT FOR SUPPLY OF ACCESSORIES/ SPARE PARTS
DEWATERING PUMPS".**

This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Building # C-26, Main Khayaban-e-Jami, DHA Phase-VII, Karachi and M/s JK Enterprises. (herein after called the Supplier). This agreement shall come into clearly laid down the roles and responsibilities of the two parties, aimed at successful discharge of the contractual obligation of each party.

2. Both parties hereby agree to perform the following functions:-

a) The Supplier shall supply 8500 quantities of accessories/ spare parts of dewatering pumps (as per NIT dated: 06.04.2023 specifications) @ Rs.28,907,645/- (Rupees Twenty Eight Million Nine Hundred & Seven Thousand & Six Hundred & Forty Five Only) inclusive of all applicable taxes, transportation and loading / unloading charges.

b) The Supplier shall deliver the aforementioned items at the PDMA Warehouses (Karachi, Jamshoro & Sukkur) as per instructions given in the Work Order and hand over the consignment to the representatives of PDMA.

c) The Supplier shall complete 100% delivery within 20 days.

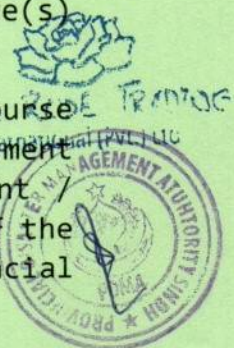
d) The Supplier shall submit Performance Security equal to 5% of the total cost of procurement i.e. (Rs. 1,445,382/-) in the shape of Pay Order/ Bank Guarantee in the name of the Purchaser (PDMA Sindh) within 07 days of signing of this Agreement failing which the Contract will be cancelled at risk and cost of the supplier and bid security will be forfeited.

e) The Supplier shall be solely responsible for any delay occurring in the supply of aforementioned Relief item due to the event of riots, civil commotion, strike, lockout power failure and disturbance directly affecting / delaying the supply and any such event will not claim leniency. However, events of Force Majeure such as acts of GOD and war are exceptions.

f) No supply will be received after 20 days.

g) The Purchaser shall carry out physical inspection of supplies at the point and time of delivery. The inspection may be carried out either by the Purchaser directly or through authorized representative(s) of the Authority.

h) In case any deficiency / defect is observed during the course of inspection, the Purchaser shall have the right to withhold the payment of an amount equal to the cost of the item(s) so found deficient / defective OR if the whole consignment is not as per specification of the NIT 06.04.2023, the agreement may be forfeited/ cancelled with financial



penalty of Performance Security and the second lowest firm quoting the second lowest rates may be awarded the agreement of supply. Since payment shall be released only after making sure that the damaged / deficient items are replaced by the supplier within the time to be specified by the Purchaser. The Purchaser shall, in case of any deviation in quality / quantity or other specifications, also have the right to reject the stores or impose penalty (as mentioned above) commensurate with the deficiency of the damages.

i) The supplier shall produce the receipt of delivery certified by the head of PDMA or any other person so authorized by the Purchaser.

j) The Purchaser shall make necessary payment upon receipt of all legal documents (Delivery Challans duly sign & stamped, Bills, Sales Invoice etc.) and upon completion of all codal formalities or otherwise decided by the competent authority i.e. Director General, PDMA Sindh.

k) The Purchaser shall release the Performance Security upon successful/ satisfactory completion of the supplies and discharge of all contractual obligations stipulated in this Agreement.

l) All disputes arising out of contractual obligations shall be settled through arbitration by a Committee to be constituted by the Director General, PDMA in light of provisions of the Sindh Public Procurement Rules 2010(amended 2019).

IN WITNESS WHEREOF the Purchaser and Supplier have executed this Contract and hereinto subscribed their names and set their respective seals on the date first above written.



FOR PDMA SINDH (PURCHASER)

Dated: _____

Witness: _____



WHITE BIRD TRADING
International (Pvt.) Ltd
(Supplier)

Witness: _____

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the items, goods, equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.

(h) "The Procuring agency's country" is the country named in SCC.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

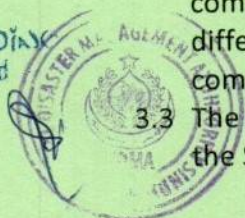
3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.



WHITE ROSE TRADING
International (Pvt.) Ltd



4. Technical Specifications

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award or as mentioned in the award of contract, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

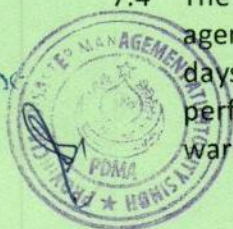
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.



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Inspections & Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Relief Items / Goods from the approved laboratories and the cost will be borne by the vender(s) to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.



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12. Transportation 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring agency may select to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:
(i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

[Handwritten signature]

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment

19. Contract Amendments

20. Assignment

21. Subcontracts

22. Delays in the Supplier's Performance

23. Liquidated Damages

24. Termination for Default

under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.



(c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"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 Borrower, 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 Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those.

undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

	<p>27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
28. Resolution of Disputes	<p>28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p>
29. Governing Language	<p>29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
30. Applicable Law	<p>30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	<p>32.1 Supplier shall be entirely responsible for all taxes, duties, licenses and fees, etc., incurred until delivery of the Contracted goods to the Procuring Agency.</p>

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1(g)---The Purchaser is:

Provincial Disaster Management Authority (PDMA), Plot No.26C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.: Phone: 021-99332003-5, Fax: 021-99332007

GCC 1.1 (h)--- The Purchaser's country is: Islamic Republic of Pakistan.



GCC 1.1 (j)--- The Project Site is: Provincial Disaster Management Authority, Karachi.

2. Country of Origin (GCC Clause 3)

All countries and territories as per laws of the Islamic Republic of Pakistan.

3. Performance Security (GCC Clause 7)

GCC 7.1--- The amount of performance security, as a percentage of the Contract Price shall be 5% of the Contract Price.

GCC 7.4--- after delivery and acceptance of the goods, the performance security shall be 5% of the contract price to cover the supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6--- Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

5. Packing (GCC Clause 9)

GCC 9.3--- The following SCC shall supplement GCC Clause 9.2:

The bidder shall deliver the supplies at the destination i.e. PDMA Warehouses (Jamshoro, sukkur & Karachi) in scratch less condition with all the manufacturer supplied accessories. & must follow the packing detail mentioned in the technical specification.

6. Delivery and Documents (GCC Clause 10)

GCC 10.3--- Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of supplies, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's/ Service Provider invoice/ Bills, Builts showing Vehicles description & number, item & quantity, driver detail, pick & drop destination, receiving of authorized person and total amount;
- (ii) Original and two copies of the usual transport document, a road consignment note, or a multimode transport document, which the buyer may require to take the supplies.
- (iii) insurance certificate;
- (iv) Manufacturer's or Supplier's warranty certificate where required;
- (v) Inspection report issued by the nominated inspection agency and the supplier's factory inspection report.
- (vi) Certificate of origin.
- (vii) Copies of the packing list identifying contents of each package.

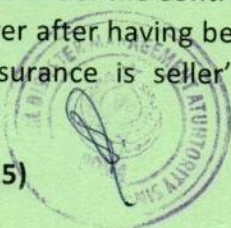
7. Insurance (GCC Clause 11)

GCC 11.1--- The supplies made under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Warranty (GCC Clause 15)



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GCC 15.2--- In partial modification of the provisions, the warranty period of the supplied goods shall be 12 (Twelve) months from date of supplies to P.A.. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

Or

- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week up-to maximum 10 % of the total price.

GCC 15.4 and 15.5--- The period for correction of defects in the warranty period is 30 (Thirty) days.

9. Payment (GCC Clause 16)

GCC 16.1--- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for transport service:

100% of the contract price in Pak Rupees on complete successful delivery of relief item as per their destinations mentioned in the work orders within stipulated time on submission of claim supported by an acceptance certificate/ receiving with stamp from the authorized person at delivering point/ agency declaring that the goods have been delivered as per specifications and that all other contracted services have been performed (unless no any untoward situation arises).

10. Prices (GCC Clause 17)

GCC 17.1--- Prices shall be: Fixed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1--- Applicable rate: Applicable rates shall be (01%) one percent of the cost of item every day which is not delivered after the delivery period till delivered. In case of transport services any damage/ harm due to the mishandling of the relief item / good/ equipment in transit will be borne by the transporter which will be equal to the cost of the item which is damaged.

12. Resolution of Disputes (GCC Clause 28)

GCC 28.3--- The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Agency's country.

13. Governing Language (GCC Clause 29) GCC 29.1--- The Governing Language shall be: English.

14. Applicable Law (GCC Clause 30)

GCC 30.1--- The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan, which includes the following legislation:

- i) The Employment of Children (ECA) Act 1991



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- ii) The Bonded Labour System (Abolition) Act of 1992
- iii) The Factories Act 1934
- iv) Other relevant rules and laws.

The Secretary, Rehabilitation Department or his nominees shall act as the sole arbitrator. The courts of Karachi shall have exclusive jurisdiction.

15. Notices (GCC Clause 31)

GCC 31.1--- Purchaser's address for notice purposes:

ASSISTANT DIRECTOR (P), Provincial Disaster Management Authority (PDMA), Plot No.26C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi.: Phone: 021-99332003-5, Fax: 021-99332007

—Supplier's address for notice purposes:

16. Inspection Committee:

The supplied relief items / Goods / Equipments shall be inspected by Inspection Committee. The payment will only be released after the Inspection Committee issues the Certificate / Stamp & Sign the Delivery Challan to specify that the items are exactly in accordance with Tender specifications.

Schedule of Requirements

The entire delivery of a particular good/items as per details in technical specifications shall be made within thirty days from the date of award of contract on the locations as identified in the notification of award of contract.

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery, required.

Item	Number	Description	Quantity	Delivery schedule in weeks/months from (Dt. Of start of delivery i.e. contract award date or contract signature date)

Dated: _____

Signature: _____

Alfah



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