



PROVINCIAL DISASTER MANAGEMENT AUTHORITY
REHABILITATION DEPARTMENT
GOVERNMENT OF SINDH
PLOT NO. 26-C, MAIN KHAYABAN-E-JAMI,
DHA PHASE-VII, KARACHI.
Phone: 021-35318192, Fax: 021-35314219



No. PDMA(S)/1(TENDER)/2025-26/7017

Dated: 04th September, 2025

To,

M/s Bukhari Group of Company,
S#28, First floor near Allied Bank,
Malir Cantonment,
Karachi

SUBJECT: LETTER OF ACCEPTANCE - PROCUREMENT OF TRANSPORTATION SERVICES AND RESCUE MACHINERY

I am directed to refer to your financial bid for NIT dated 03rd July, 2025 for the subject Procurement of Transportation Services and Rescue Machinery and to inform you that, your bid amount separately for each vehicle (inclusive all applicable taxes) for the Procurement of Transportation Services and Rescue Machinery was recommended by the Procurement Committee and was approved by the competent authority. The details are at **(Annexure-A)**.

2. It is, therefore, requested to furnish **5%** performance security of the allocated amount of contract PKR.50 Million, Government stamp duty (current rate) of the above said total contract amount in accordance with the conditions of contract and integrity pact as well as sign the contract agreement within stipulated time i.e. seven (07) days.

[Handwritten signature]

ASSISTANT DIRECTOR (PROCUREMENT)



Cc. to:

1. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi.
2. The Director (F&A), PDMA Sindh, Karachi.
3. The P.S. to Minister Rehabilitation Department, Government of Sindh, Karachi.
4. The P.S. to Secretary Rehabilitation Department, Government of Sindh, Karachi.
5. The P.S. to Director General, PDMA Sindh, Karachi.



GoS-KHI-03B7DB83A22150EF

Non-Judicial

Rs 175,000/-

Description	: Contract - 15(a)
Principal	: PROVINCIAL DISASTER MANAGEMENT AUTHORITY GOVERNMENT OF SINDH [00000000]
Contractor	: BUKHARI GROUP OF COMPANY [32220081]
Applicant	: MAIRAJ UDDIN [21705-4943720-5]
Stamp Duty Paid by	: BUKHARI GROUP OF COMPANY [32220081]
Issue Date	: 05-Sep-2025, 10:51:50 AM
Paid Through Challan	: 2025866CE3E1E36D
Amount in Words	: One Lac Seventy Five Thousand Rupees Only

Please Write Below This Line

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.

AGREEMENT FOR TRANSPORTATION SERVICES AND RESCUE
MACHINERY

This Agreement is being entered into between Provincial Disaster Management Authority (PDMA) Sindh (hereinafter called the Purchaser) having its office established at Building # 26-C, Main Khayaban-e-Jami, DHA Phase-VII, Karachi and M/s Bukhari Group of Company. (Here-in after called the Transporter). 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 after signing of the same. This contract will initiate from 05-09-25 till 04-9-26.

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

- a) The Transporter will provide transport services as per requirement as and when needed from the date of execution of the contract award and signing of this agreement as per bid offered inclusive of all applicable taxes with all associated activities relating to transport (loading, unloading, labor, etc) copy of rates quoted enclosed.
- b) The Transporter shall deliver the relief items at their respective locations on the order of the competent authority of PDMA and will ensure the handover process of the consignment to the representative of the delivery party.

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E-STAMP

CONTINUATION SHEET

Government of Sindh

- c) The Transporter shall deliver the consignment within the period from the date of work order.
- d) The Transporter shall submit performance security equal to (Rs.50 Million annual estimated cost of transport (2,500,000) in the shape of pay order or Bank Guarantee/Pay order in the name of the Purchaser (Provincial Disaster Management Authority Sindh) within 07 days of signing of this Agreement failing which the contract will be cancelled at risk and cost of the Transporter and bid security will be forfeited.
- e) The Transporter shall be solely responsible for any delay in the delivery of item due to the event of riots, civil commotion, strike, lockout power failure and disturbance directly affecting / delaying the delivery and any such event will not claim leniency. However, events of Force Majeure such as acts of GOD and war are exceptions.
- f) The Transporter shall submit Delivery Challan/ receiving to the Purchaser of the delivery items with 48 hours after the delivery of Stocks / Item / Equipment, duly signed and stamped by the receiver via WhatsApp / fax. Whereas the original Delivery Challan along with receiving at the destination will be submitted with 15 days.
- g) The Transporter should be responsible for any delay damage, theft or accident before the stock is delivered to the designated place.
- h) The Transporter will be responsible and will make good / compensate of the damage, delay, theft or accident stocks.
- i) The physical inspection of supplied shall be carried out 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 party whom the stocks are to be delivered.
- j) 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 items(s) so found deficient / defective. Since payment shall be released only after making sure that the damage deficient items are replaced by the transporter with the time to be specified by the purchaser.
- k) The purchaser shall make necessary payment upon receipt of all legal documents (certified Transport Invoices as per work order, original bill with all necessary information of time name & general specs, quantity, truck number, driver name, place of sender, place of receiver etc) duly signed and stamped by the authorized person of delivery party and upon completion of all codal formalities
- l) The purchaser shall release the performance security upon successful / satisfactory completion of the supplied and discharge of all contractual obligation stipulated in this agreement.
- m) 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.

IN WITNESS WHEREOF the Purchaser and Transporter 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: _____



(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 Service Provider, 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 total amount payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

(c) "The Services" means all transportation services, including the provision of vehicles, drivers, loading/unloading (if specified), movement of relief goods, rescue equipment, or any other assigned items, and any related tasks as specified under the Contract.

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

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

(f) "The Procuring Agency" means the organization hiring the transportation services, as named in SCC.

(g) "The Procuring Agency's country" is the country named in SCC.

(h) "The Service Provider" means the individual or firm providing transportation services under this Contract.

(i) "The Project Site" means the place or places of loading, transit, and delivery as specified in SCC.

(j) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded or modified by the provisions specified in the Special Conditions of Contract (SCC) or any other part of this Contract.



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- 3. Country of Origin**
- 3.1 All transportation services provided under this Contract shall originate and operate within the territories eligible under the rules and as further elaborated in the Special Conditions of Contract (SCC).
- 3.2 For the purpose of this Clause, "origin" means the place where the transportation service is based, including the registration of vehicles, ownership, or operation from which the services are rendered.
- 3.3 The origin of transportation services is distinct from the nationality of the Service Provider or drivers engaged for the execution of services.
- 4. Technical Specifications**
- 4.1 The transportation services provided under this Contract shall conform to the standards, requirements, and service specifications mentioned in the Technical Specifications or Scope of Work. Where no specific standard is mentioned, the services shall comply with the applicable national transport and safety regulations of Pakistan.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Government**
- 5.1 The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, route plan, deployment detail, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and only as may be necessary for purposes of such performance.
- 5.2 The Service Provider 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 upon completion of the Service Provider's performance under the Contract, if so required by the Procuring Agency.



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- 5.4 The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts, vehicle logbooks, route sheets, fuel usage, and records relating to the performance of the services, and to have them audited by auditors appointed by the Procuring Agency, if so required.
- 6. Patent Rights** 6.1 The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of vehicles, equipment, or any other materials provided under this Contract 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 ninety (90) 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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8. Inspections and Tests

- 8.1 The Procuring Agency or its authorized representative shall have the right to inspect and/or verify the vehicles, drivers, route arrangements, and related transportation facilities to confirm their conformity with the Contract specifications. Any inspection or verification cost, if specified, shall be borne by the Service Provider at no additional cost to the Procuring Agency. The SCC and the Scope of Services shall specify the details and locations of such inspections. The Procuring Agency shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives assigned for these inspections
- 8.2 Inspections and verifications may be conducted at the Service Provider's premises, loading points, during transit, and/or at the final delivery destination. If conducted at the Service Provider's premises, all reasonable facilities and assistance, including access to deployment plans, logbooks, and vehicle records, shall be provided at no cost to the Procuring Agency.
- 8.3 Should any inspected or verified service or vehicle fail to meet the specified requirements, the Procuring Agency may reject such service or vehicle. The Service Provider shall promptly replace the rejected vehicle or rectify the issue free of cost to the Procuring Agency.
- 8.4 The Procuring Agency's right to inspect, verify, and, where necessary, reject the transportation services after deployment shall in no way be limited or waived by reason of any prior inspection, verification, or approval granted before the services commenced.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Service Provider from any warranty or other obligations under this Contract.

9. Loading, Securing, 9.1 The Service Provider shall ensure proper loading, securing, and protection of all relief goods, equipment, or materials to be transported under this Contract. All items must be handled in a manner that prevents damage, loss, or deterioration during transit to their final destination as indicated in the Contract. Adequate measures must be taken to withstand, without limitation, rough handling, road vibrations, and exposure to varying weather conditions during transportation.
- 9.2 The marking, documentation, and any required tagging of transported goods shall strictly comply with the requirements specified in the Contract, including additional requirements, if any, mentioned in the SCC or in any subsequent instructions issued by the Procuring Agency.



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10. Delivery and Documents

10.1 Delivery of the transportation services shall be carried out by the Service Provider in accordance with the terms, schedule, and routes specified in the Schedule of Requirements. The Service Provider shall furnish all necessary documents related to the transportation process, including trip sheets, delivery challans, and receiving acknowledgments, as specified in the Special Conditions of Contract (SCC).

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

11. Risk & responsibility

11.1 Under this Contract, the Service Provider shall bear full Responsibility the safety, security, and proper handling of goods during transit until they are delivered to the designated destination as specified in the Contract. Any loss, damage, or deterioration of goods during transit shall be the responsibility of the Service Provider, and no separate insurance coverage will be arranged or paid by the Procuring Agency

12. Transportation

12.1 The Service Provider is required under this Contract to transport the assigned goods to the specified destinations within the Procuring Agency's country. All arrangements for transportation, including loading, unloading (if specified), and safe delivery to the designated locations, shall be made by the Service Provider. All related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Service Provider may be required to provide any or all of the following services, including additional services, if specified in the SCC:

(a) Supervision of loading, unloading, and safe handling of goods at designated locations.

(b) Provision of necessary tools or equipment for securing goods during transit (e.g., ropes, straps, covers).

(c) Furnishing of trip logs, route plans, or delivery schedules as required by the Procuring Agency.

(d) Arranging for vehicle maintenance or repairs (if needed during contract execution) without affecting delivery timelines.

(e) Providing brief orientation or instructions to the Procuring Agency's staff (if required) regarding delivery procedures, unloading, or verification.

13.2 Prices charged by the Service Provider for such incidental services, if not included in the Contract Price for transportation services, shall be agreed upon in advance by both parties and shall not exceed the prevailing market rates for similar services.


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14. Service Assurance 14.1 The Service Provider warrants that all vehicles and related transportation services provided under this Contract shall be in good, roadworthy, and fully operational condition, and shall meet the agreed service standards unless otherwise specified in the Contract. The Service Provider further warrants that the vehicles used shall be free from any major mechanical defects or operational faults that may hinder their safe and timely operation under normal use during the contract period.

14.2 This service assurance shall remain valid throughout the contract period as specified in the Contract, covering the safe and uninterrupted transportation services. The Service Provider shall ensure availability of functional vehicles and competent drivers for the entire duration of the contract unless specified otherwise in the SCC.

14.3 The Procuring Agency shall promptly notify the Service Provider of any service deficiencies, delays, or non-compliance arising during the contract period.

14.4 Upon receipt of such notice, the Service Provider shall, within the period specified in the SCC and with all reasonable speed, replace defective vehicles, resolve delays, or rectify the identified deficiencies at no additional cost to the Procuring Agency.

14.5 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.



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[Signature]

17. Prices

17.1 Prices quoted by the Service Provider for transportation services under this Contract shall remain firm and shall not vary from the rates quoted in the bid. No escalation in rates will be allowed during the contract period, except for any adjustments explicitly authorized in the Special Conditions of Contract (SCC) or in case of an approved bid validity extension by the Procuring Agency, if applicable.

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 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. Contract Amendments

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. Assignment

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. Subcontracts

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.



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**22. Delays in the
Supplier's
Performance**

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.



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**23. Liquidated
Damages**

23.1 Subject to GCC Clause 25, if the service provider fails to perform the transportation service 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 the Special Conditions of Contract (SCC) of the delayed or unperformed services for each week or part thereof of delay, until the actual completion of services. Deductions shall not exceed the maximum percentage specified in the SCC. Once the maximum limit is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for
Default**

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

(a) if the Service Provider fails to provide transportation services 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 Service Provider fails to perform any other obligation(s) under the Contract; or

(c) if the Service Provider, 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 arrange transportation services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Service Provider shall be liable to the Procuring Agency for any

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excess costs for such services. However, the Service Provider 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.
- 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



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Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (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.

28. Resolution of Disputes

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.

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.

29. Governing Language

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.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.



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31. Notices

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.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, licenses and fees, etc., incurred until delivery of the Contract goods to the Procuring Agency.

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: 021-35318192, Fax: 021-35314219

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.



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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, Builds 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. **Transportation & Risk (GCC Clause 11)**

GCC 11.1— The supplies made under the Contract shall be delivered duty paid (DDP), under which the risk is transferred to the buyer after delivery at the designated location

8. **Warranty (GCC Clause 15)**

GCC 15.2 — In partial modification of the provisions, the warranty period for the transportation services shall be **12 (Twelve) months from the commencement of services as per work orders issued by the Procuring Agency (P.A.).**

The Supplier shall ensure that all services meet the agreed performance standards under the Contract. If, for reasons attributable to the Supplier, these performance standards are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) **Make necessary improvements, modifications, and/or adjustments to the services or related arrangements to meet the contractual guarantees at its own cost and expense, and continue providing services in compliance with the agreed standards,**

OR

(b) **Pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week up to a maximum of 10% of the total contract value.**

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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 item / equipment / goods 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 item / equipment / good 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
- 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 Items / Goods / Equipment's 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.



BUKHARI GROUP OF COMPANY
PROPRIETOR

Schedule of Requirements

The complete deployment of transportation services, including provision of vehicles, drivers, and necessary arrangements, shall be ensured within **(6) hours from the date of award of contract**, at the locations specified in the notification of award of contract.

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

Dated: _____

Signature: _____


BUKHARI GROUP OF COMPANY
PROPRIETOR



CALL DEPOSIT RECEIPT

MALIR CANTT KARACHI (1802)

Not Over : PKR 1,400,000.00**



MCB MCB Bank Limited

CDR No: 2327051

Stationery/Ref No: 110640766

Received from
(NAME OF APPLICANT)

BUKHARI GROUP OF COMPANY

On account of
(NAME OF BENEFICIARY)

PROVINCIAL DISASTER MANAGEMENT AUTHORITY SINDH

Ruppes

ONE MILLION FOUR HUNDRED THOUSAND Only

a deposit of

PKR

***1,400,000.00

as a deposit AT CALL bearing NO INTEREST/PROFIT subject to general rules of the Bank with respect to such deposits.

This Receipt is Non-transferable.

Payable only to Beneficiary or Purchaser.

Please do not write below this line.

5	D0	D9	M2	M5	Y	Y
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Signature _____
PA/Attorney No. _____

Signature _____
PA/Attorney No. _____

Signatory
PA/Attorney No.

Signatory
PA/Attorney No.

|| 10640766 || 06 27777 || 000000000000000000 || 080 ||

Account Payee Only

askari bank



NAYA NAZIMABAD BRANCH, KARACHI. (0207)

BANKER'S CHEQUE

(Not Over PKR *****1,100,000.00***** Only)

PROVINCIAL DISASTER MANAGEMENT AUTHORITY SINDH.

or Order

Pak Rupees One Million One Hundred Thousand ONLY

B.C. No. 20705056
20705056

Ref No: **FJB2524828183440**

0	D	5	0	M	9	M	2	Y	5	Y
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PKR *** 1,100,000.00 ***

MUBEEN UDDIN
Branch Operations Manager

askaribank
Nasir Nazimabad Br (0207) Karachi LIMITED

Syed Muhammad Kamran
P.A. # 1340 Branch Manager

P.A. # 1340 Branch Name
askaribank
Naya Nazimabad Branch Karachi Limited



Payable at any branch of Askari Bank Ltd. in Pakistan.

Please do not write below this line.

Authorized Signatory
P.A. No.

Authorized Signatory
P.A. No.

|| 20705056|| 0 1 7078 71:00000000000000000000|| 0 1 0,1