



**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: 35314219.**



No. PDMA(S)/(Tender)/2025-2026/7023

Dated: 05th September, 2025

To,

M/s Bukhari Group of Company
(NTN # 3222008, SNTN # S3222008-1)
S#28, First floor Near Allied Bank
Malir Cantonment
Karachi.

SUBJECT: LETTER OF ACCEPTANCE - PROCUREMENT OF SERVICES OF SKILLED MANPOWER.

I am directed to refer to your financial bid for NIT dated 18th July, 2025 for the subject **Procurement of Services of Skilled Manpower** and to inform you that, your bid amount separately for each service (**inclusive all applicable taxes**) for the **Procurement of Services of Skilled Manpower** was recommended by the Procurement Committee and was approved by the competent authority. The details are as under;

S#	Name of the Service	Rate for 12 hours
1	Mechanic (Dewatering Pump)	7,990
2	Rigger	3,970
3	Operator (Dewatering Pump)	6,960
4	Crane Operator	4,920
5	Excavator Operator	4,320
6	Shovel / Shovel Operator	4,570
7	Helper (Dewatering Pump)	5,970
8	Driver (LTV)	5,690
9	Driver (HTV)	4,790

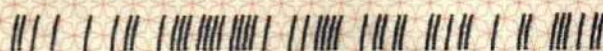
2. It is, therefore, requested to furnish **5%** performance security of the allocated amount of contract PKR. 20 Million, Govt. stamp duty (current rate) of the above said total contract amount in accordance with the conditions of contract and Integrity Pact as well as sign the contract agreement within stipulated time i.e. seven (07) days.

SHOUKAT ALI

ASSISTANT DIRECTOR (PROCUREMENT)

Cc. to:

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



Rs 70,000/-

Please Write Below This Line

AGREEMENT FOR PROCUREMENT OF SERVICES OF SKILLED MANPOWER (FIRM) I.E MECHANICS, RIGGERS, DRIVERS (LTV & HTV), OPERATORS FOR CRANE, DEWATERING PUMP, EXCAVATOR, LOADER/SHOVEL AND HELPERS FOR FY 2025-26.

c) The Transporter shall deliver the consignment within the period from the date of work order.



E-Stamp
CONTINUATION SHEET
Government of Sindh

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**. (herein after called the Service provider). 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 singing of the same. This contract will initiate from _____ till _____.

The Service provider shall provide/engage skilled manpower/labor on the following rates inclusive of all applicable taxes, transportation and loading / unloading charges. (Bid Sheet Attached)

S.No	Skill labor type	Rates for 12 hours
1	Mechanics (Dewatering Pump)	7990
2	Rigger	3970
3	Drivers LTV	5690
4	Drivers HTV	4790
5	Operators For Crane	4920
6	Operators For Dewatering Pump	6960
7	Operators For Excavator	4320
8	Operators For Loader/Shovel	4570
9	Helper	5970

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency hereby covenants to pay the Service provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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



FOR PDMA SINDH (PURCHASER)



(Service Provider)

Dated: _____

Witness: _____

Witness: _____

General Conditions of Contract

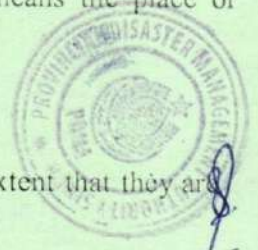
1. Definitions

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 services of skilled and unskilled labour, provision of technical assistance, 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



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

4. Technical Specifications

- 4.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications,

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.



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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.

8. Inspections and Test

8.1 The Procuring Agency or its authorized representative shall have the right to inspect the service provider's arrangements, including staff records, attendance, and deployment locations, to ensure compliance with the contract terms. These inspections shall be carried out at no additional cost to the Procuring Agency. The Procuring Agency shall inform the service provider in writing about any such inspection and the identity of the officials conducting it.

8.2 The Inspections may be conducted at the Service Provider's office, (if required), or at the actual deployment site. The Service Provider shall ensure reasonable access, facilities, and cooperation to the inspection team, including access to staff records, duty roster, and any other relevant information, at no cost to the Procuring Agency.

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8.3 If any deployed personnel or service arrangement is found to be non-compliant with the contract specifications, the Procuring Agency shall have the right to reject the services. The Service Provider shall, at its own expense, either replace the non-compliant personnel or take corrective measures to bring services in line with the agreed specifications.

8.4 The Procuring Agency retains the right to inspect, verify, and, where necessary, reject deployed personnel even after their arrival at the designated site of duty.

8.5 Nothing in this Clause shall limit or waive the Service Provider's obligations under any other clause of the Contract, including performance responsibilities or penalties for non-compliance.

9. Staff Readiness, Documentation & Compliance

9.1 The Service Provider shall ensure that all deployed personnel are properly prepared and equipped to perform their assigned duties, as per the requirements of the Contract. This includes ensuring that staff are in proper uniform (as required by PA), possess necessary identification documents, and are briefed about their roles, responsibilities, and conduct expectations.

~~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. Deployment and Submission of Required Documentation

10.1 Deployment of the required manpower shall be carried out by the Service Provider in accordance with the terms and timelines specified in the Schedule of Requirements. The details of documentation to be submitted upon deployment are outlined in the Special Conditions of Contract (SCC).

10.2 All required documents to be furnished by the Service Provider—such as deployment reports, attendance records, invoices, and any other documentation—shall be submitted as per the specifications provided in the SCC.



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11. Responsibility and Risk During Manpower Deployment 11.1 The responsibility for the timely and complete deployment of manpower shall lie with the Service Provider. The risk and cost related to the arrangement, mobilization, and replacement of staff shall remain with the Service Provider throughout the contract period.

12. Transportation 12.1 The Supplier is required under the Contract to transport the Personnel's to a specified place of destination within the Procuring agency's advice, transport to such place of destination in the Procuring agency's designated place in all over province, including insurance (if required) and transportation and meal, 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 and/or start-up of the supplied services;
- (b) furnishing of alternative required personnel's and/or replacement of the supplied Services;
- (c) 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

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Services, 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. Replacement, Support & Continuity of Services

14.1 As specified in the SCC (Special Conditions of Contract), the Service Provider may be required to provide the following support during the contract period:

(a) Immediate replacement of any manpower found absent, unfit, or not performing as per contract requirements, without any additional cost to the Procuring Agency.

(b) In case any category of staff becomes unavailable during the contract period (e.g., due to resignation, illness, or other reasons), the Service Provider shall:

- (i) Inform the Procuring Agency in advance (where possible),
- (ii) Propose a suitable and equally qualified replacement acceptable to the Procuring Agency,
- (iii) Ensure continuity of services without disruption for the remaining contract period.



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15. Warranty

15.1 The Supplier warrants that the services of personnel's supplied under the Contract are skilled (qualified) as per provided details in the Contract. The Supplier further warrants that all Services supplied (manpower) under this Contract shall have no deficiency, arising from their skillness, or workmanship (as required by the Procuring agency's specifications)

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

15.3 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, replace the skilled personnel at same destination, without costs to the Procuring agency.

15.4 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.



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16. Payment

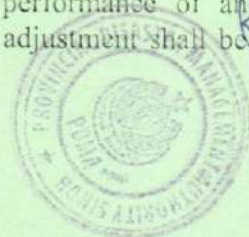
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the deployment and Services performed, 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 delivered 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) specifications, where services to be furnished under the Contract are to be specifically arranged for the Procuring agency;
 - (b) the method of arrangement of personnel's
 - (c) the place of engagement 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



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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.

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|---|--|
| 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. |
| 22. Delays in the Supplier's Performance | 22.1 Delivery of the skilled manpower 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 arrangement of the personnel's 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. Liquidated | 23.1 Subject to GCC Clause 25, if the Supplier fails to arrange any or |

Damages

all of the Personnel's specified in contract 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 services 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. 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 Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the 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 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

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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.
- 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 their

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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 Contracted services to the Procuring Agency.



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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, shall be 5% of the total allocated budget Rs.20(Million) in the shape of Pay order/demand draft bank guarantee covering the service / contract tenure.

GCC 7.4--- After arrangement and acceptance of the Services, the performance security shall be 5% of the allocated budget (20Million) to cover the service tenure in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

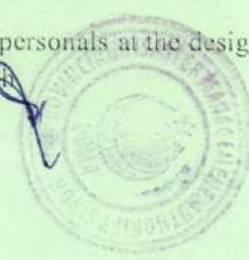
GCC 8.6--- Inspection and tests prior to deployment of Personnel's and at final acceptance are as follows:

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 arrange the services of personals at the designated places mentioned by PDMA at the time of emergency in all over Sindh



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6. Documentation and Reporting Upon Deployment (GCC Clause 10)

Upon deployment of manpower, the Service Provider shall notify the Procuring Agency with full details, including contract number, category of staff deployed, quantity (number of personnel), and deployment location. The following documents shall be submitted to the Procuring Agency:

- (i) Copies of the Service Provider's invoice/bill showing details of staff deployed, their names, assigned duties, duration of deployment, pick-and-drop arrangements (if applicable), and total amount;
- (ii) Deployment/attendance sheet signed by the authorized representative of the Procuring Agency;
- (iii) Staff identity verification documents, including CNIC copies and photographs (If required by PA);
- (iv) Police verification or medical fitness certificates, (if required by PA);
- (v) Any additional documents specified in the Special Conditions of Contract (SCC).

7. Responsibility and Risk (GCC Clause 11)

GCC 11.1— The Service Provider shall be fully responsible for the safety, conduct, and discipline of the deployed staff. Any risk related to the personnel, including health, injury, or accident during duty, shall be the sole responsibility of the Service Provider. If required, The Procuring Agency shall not be liable for any claims arising from the Service Provider's staff during the contract period.

8. Performance Guarantee (GCC Clause 15)

GCC 15.2—

The Service Provider shall ensure that the manpower provided under the contract performs duties as per the roles and standards agreed in the contract. If, due to reasons attributable to the Service Provider, the performance of any staff does not meet the required standard, the Service Provider shall either:

- (a) Replace the underperforming staff member with an equally qualified and experienced person, at no additional cost to the Procuring Agency,

or

- (b) Take immediate corrective measures to improve performance to the satisfaction of the Procuring Agency.

If the Service Provider fails to maintain required manpower or service quality, the Procuring Agency may impose liquidated damages at the rate of 0.5% of the monthly contract value per week of non-compliance, up to a maximum of 10% of the total contract value, as defined in the SCC.

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:



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Payment for Service:

100% of the contract price in Pak Rupees on complete successful delivery of required manpower 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 manpower have been arranged 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--- Penalty for Delay and Liability for Damages:

If the Service Provider fails to deploy the required manpower within the agreed time period, a penalty of 1% of the daily cost of services shall be imposed for each day of delay, until the required staff is provided.

In case any equipment or property of the Procuring Agency is damaged due to mishandling or negligence by the deployed staff, the cost of the damage shall be fully borne by the Service Provider. The Procuring Agency reserves the right to recover such costs from any payments due to the Service Provider.

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.



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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: 021-35318192, Fax: 021-35314219

—Supplier's address for notice purposes:

16. Inspection Committee:

The services provided shall be subject to verification by the Inspection. Payment shall only be processed after the confirmation and satisfactory delivery of services by signing and stamping the delivery challan or certificate by Warehouse Supervisor/ Incharge or the Deputy Commissioner's Office (when services have been provided with concerned DDMA), in accordance with the tender specifications.



BUKHARI GROUP OF COMPANY
PROPRIETOR

Section IV.

Schedule of Requirements


BUKHARI GROUP OF COMPANY
PROPRIETOR

Schedule of Requirements

The entire arrangement / supply of particular Skilled Manpower as per details in technical specifications shall be made within twenty-four hours from the date of award of contract on demand by PDMA/after issuance of work order on the locations as identified in the notification of award of contract.

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

Item	Number	Description	Quantity	Delivery schedule in Hours/Day from_____ (Dt. Of start of delivery i.e. contract award date or contract signature date)
Skilled Manpower i- e Mechanics, Riggers, Drivers (LTV & HTV), Operators for Crane, Dewatering Pump, Excavator, Loader/ Shovel and Helpers	Each	Mechanics, Riggers, Drivers (LTV & HTV), Operators for Crane, dewatering Pump, Excavator, Loader/ Shovel and Helpers	As per demand	Within 24 hours of issuance of work order.

Dated: _____

Signature: _____


BUKHARI GROUP OF COMPANY
PROPRIETOR

ACCOUNT PAYEE ONLY

faysalbank



Not
Over **PKR**

*****1,000,000.00****

3098-IBB MODEL COLONY, KARACHI

PROVISIONAL DISASTER MANAGEMENT AUTHORITY SINDH.

Pay to _____ or order

ONE MILLION AND 0/100 ONLY

Rupees _____

PAYABLE AT ANY FBL BRANCH IN PAKISTAN

PLEASE DO NOT WRITE BELOW THIS LINE

P.O NO. 8848760

Stationery/Ref. No. 07848855

D	D	M	M	Y	Y	Y	Y
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PKR

*****1,000,000.00

Authorized Signatory
PA # B-735

Authorized Signatory
PA # B-734

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