Request for Quotation

Date:24/05/2024

Activity No. PK-PMD-427799-GO-RFQ / Procurement of Stationary Items / Supplies (Framework Agreement)

Vendor Name:	 	 	
Address:	 	 	

SUBJECT: Procurement (With Installation) of Stationary Items / Supplies (Framework Agreement)

- 1. Pakistan Meteorological Department Project Implementation Unit (PMD-PIU) hereby solicit / invite to submit your price quotation(s) for <u>Procurement of Stationary Items / Supplies (Framework Agreement)</u> as per required specifications/requirements mentioned in Section III. You must quote for all the items under each 'Lot' of this Invitation. However, you may submit quotation for one or any number of 'Lots'. The evaluation and award of contract will be on the basis of 'Lots'. Price quotations will be evaluated for all the requirements together and PO will be awarded to the firm offering the lowest evaluated total cost for each lot.
- 2. Your quotation(s) must be marked "Procurement of Office Equipment" and addressed to:

 THE DEPUTY PROJECT DIRECTOR PMD PIU, HQs Pakistan

 METEOROLOGICAL DEPARTMENT, H-8/2, ISLAMABAD.
- 3. Quotations shall be in the prescribed format.
- 4. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is, **before 05:00 PM dated 03rd June 2024.**
- 5. Your quotation should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing after sales service facilities in Pakistan.
- 6. Your quotation(s) should be submitted as per the instructions contained in the Quotation Documents.
- 7. Request for Quotation documents and detailed specification can be downloaded from https://tender.pmd.gov.pk/.

Prices: The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes.

Evaluation & Award of Purchase Order: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility requirements outlined in the Section-II of Quotation Documents. The award will be made to the firm offering the lowest evaluated price.

<u>Validity of the Offer:</u> Your quotation(s) should be valid for a period of **13 Months** from the date for receipt of quotation(s) indicated in Paragraph 5 above.

Extension of Contract

The contract is extendable on mutual terms & conditions and rates to any further period.

Procurement Department
Pakistan Meteorological Department
Project Management Unit (PMD-PIU)

Request for Quotation



Pakistan Meteorological Department (PMD) PROJECT IMPLEMENTATION UNIT (PIU)

May - 2024 Framework Agreement for Stationary Items/Supplies

INTEGRATED FLOOD RESILIENCE AND ADAPTATION PROJECT (IFRAP) (Component 2: Strengthening Hydromet and Climate Services)

Loan credit number: IDA-73330 Project ID: P180323

HQs Pakistan Meteorological Department, H-8/2, Islamabad (Ph: 051-9250594, Fax: 051-9250367 Email: psm.pmdpiu@gmail.com)

Section I

Request for Quotation

Date:24/05/2024

Activity No. PK-PMD	D-427799-GO-RFQ / Procu	rement of Stationary	Items / Supplies
	(Framework Agreement)		

Vendor Name:	 	 	
Address:			

SUBJECT: <u>Procurement (With Installation) of Stationary Items / Supplies (Framework Agreement)</u>

- 8. The Islamic Republic of Pakistan has secured a \$213 million financing from the World Bank for the Integrated Flood Resilience and Adaptation Project (IFRAP). The project aims to enhance flood risk protection, improve livelihoods, and essential services in communities affected by the 2022 floods. The project includes six components, covering infrastructure rehabilitation, strengthening hydromet and climate services, resilient housing reconstruction, livelihood support, watershed management, project management, and a contingent emergency response. The selected districts in Balochistan will benefit from the project, focusing on creating employment opportunities and sustaining enterprises. The financing will support various services and consultancies, such as mobilizing savings, training local facilitators, beneficiary training, business support facilities, developing management information systems, and monitoring and evaluation. Procurements will follow World Bank's regulations and are open to eligible firms and individuals. The World Bank will publish the procurement plan on its website.
- 9. Pakistan Meteorological Department Project Implementation Unit (PMD-PIU) hereby solicit / invite to submit your price quotation(s) for <u>Procurement of Stationary Items / Supplies (Framework Agreement)</u> as per required specifications/requirements mentioned in Section III. You must quote for all the items under each 'Lot' of this Invitation. However, you may submit quotation for one or any number of 'Lots'. The evaluation and award of contract will be on the basis of 'Lots'. Price quotations will be evaluated for all the requirements together and PO will be awarded to the firm offering the lowest evaluated total cost for each lot.
- 10. Your quotation(s) must be marked "Procurement of Office Equipment" and addressed to:

 THE DEPUTY PROJECT DIRECTOR PMD PIU, HQs Pakistan

 METEOROLOGICAL DEPARTMENT, H-8/2, ISLAMABAD.
- 11. Quotations shall be in the prescribed format.
- 12. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is, **before 05:00 PM dated 03rd June 2024.**

- 13. Your quotation should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing after sales service facilities in Pakistan.
- 7. Your quotation(s) should be submitted as per the instructions contained in the Quotation Documents.
- 8. Request for Quotation documents and detailed specification can be downloaded from https://tender.pmd.gov.pk/.

Prices: The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes.

Evaluation & Award of Purchase Order: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility requirements outlined in the Section-II of Quotation Documents. The award will be made to the firm offering the lowest evaluated price.

<u>Validity of the Offer:</u> Your quotation(s) should be valid for a period of **13 Months** from the date for receipt of quotation(s) indicated in Paragraph 5 above. The contract is extendable on mutual terms & conditions and rates to any further period.

Section II

Instructions for Preparing Quotations

1. Scope of Procurement:

PMD – PIU - (IFRAP) (HQs Pakistan Meteorological Department) invites price quotations for the procurement of Goods as described in the technical specifications attached. The successful supplier will be expected to complete the delivery of goods within due course.

- 2. **Eligibility to Quote:** Suppliers may be eligible to participate only if they:
- a) Submit only one Quotation, either individually, or as a partner in a joint venture. All Quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
- b) Submit the Quotes within Due Date and Time.
- c) The Quotes should be Signed and Stamped.
- d) Are substantially responsive to the technical requirements.
- e) Submit their quoted items as per the prescribed format attached in this RFQ clearly, mentioning the brand/manufacturer and model.
- 3. **Qualification of the Supplier:** To qualify for award of PO, a Supplier shall meet the following minimum qualifying criteria:
 - As Supplier must have at five (05) years of experience in supplying, installing or providing after sales services of goods similar to the good mentioned herein. Documentary evidence, must be provided with the quotation.
- 4. **Site Visit**: If installation is also the defined responsibility of supplier in that case supplier, at his own responsibility, cost, and risk, is encouraged to visit and examine the Site of the Supplies and obtain all information that may be necessary for preparing the quotation and entering into a Contract.
- 5. **Contents of Proposal Documents**: The set of proposal documents comprises the documents listed below:

Section I Invitation to Quote

Section II Instruction for Preparing Quotations

Section III Specifications
Section IV Form of Quotation
Section V Form of Contract

Section VI Conditions of Contract Section

- 6. **Documents Comprising the Proposal**: The Proposal submitted by the Supplier shall comprise the following documents:
 - (i) Form of Quotation (as per sample attached)
 - (ii) Qualification and Experience Information
 - (iii) Manufacturer's Authorization (Currently Valid, if applicable)
- 7. **Price Quotation**: The Contract shall be for the whole supplies and shall be based on the unit and total price for fixed unit rate. Prices shall be quoted entirely in Pak Rupees. The Supplier shall fill in the rates and prices for all items of the Supplies described in the specifications. All duties, taxes and other levies payable by the Supplier under the Contract, shall be included in the rates, prices, and total price Quotation submitted by the Supplier. The rates and prices quoted by the Supplier shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

- 8. **Item-by-Item Commentary on the Technical Requirements:** The Offeror must provide an item-by-item commentary on the Technical Requirements, demonstrating the substantial responsiveness of the overall Goods offered to those Requirements
- 9. Validity of Quotations. The price quotation shall remain valid for the period of sixty (60) calendar days counted from the closing date of submission of the Quotation specified in Clause 5 of Request/Invitation for Quote under Section I. The Purchaser may request the Suppliers to extend the period of validity for a specified additional period. The Purchaser's request and the Suppliers' responses shall be made in writing or by fax or by email. A Supplier may refuse the request for extension of Quotation validity in which case he may withdraw his Quotation without any penalty. A Supplier agreeing to the request will not be required or permitted to otherwise modify its Quotation.
- 10. **Language of the Quotation**: All documents relating to the Quotation and Contract shall be in the English language.
- 11. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for the Contract award shall not be disclosed until the award to the successful Supplier has been announced.
- 12. **Evaluation and Comparison of Quotations:** The Purchaser will award the Contract to the Supplier whose Quotation has been determined to be substantially responsive to the proposal documents and who has offered the lowest evaluated price quotation. In evaluating the quotations, the Purchaser will determine for each proposal the evaluated price quotation by adjusting the price quotation by making any correction for any arithmetic errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b. where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - c. if a Supplier refuses to accept the correction, his Quotation will be rejected;
- 13. Purchaser's Right to Accept Any Quotation and to Reject any or all Quotations: The Purchaser reserves the right to accept or reject any quotation, and to cancel the process of competition and reject any or all quotations, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Supplier(s).
- 14. **Purchaser's Right to Increase or Decrease Quantities**: The Purchaser, reserves the right to increase or decrease quantities of supplies.
- 15. **Interpretation**: The purchaser is not responsible for any wrong interpretation of any clause of this document.

Section III - Specifications

1. Scope of the Services

The Offeror will be required to supply and implement the hardware along with software/system, if any, as mentioned in Technical Specifications

2. Technical Proposal

This part of the proposal should contain complete information relating technical specifications as mentioned below.

3. Project Completion Timeline

It is assumed that the time provided to the Offeror company will be two weeks from the date of signing contract / issuance of Purchase order to the successful Offeror.

4. Payment Terms

Payment shall be made in the Pakistani Currency (Rupees) of the Quotation in the following manner and will be subject to the Government Taxes as applicable and set by the Government. Submission of Sales Tax Invoice is mandatory provided the cost of items includes the same. 100% payment will be made after complete delivery at the Purchaser site after deduction of applicable taxes and duties.

5. Warranty

The Supplier should warrant that the products supplied under the Contract are new, unused, of the most recent or current models and those that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier should further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship 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.

This warranty shall remain valid for 01 year after the installation of the products if applicable. The supplier will provide full support during the warranty period including the up gradation of new firmware, patches and hardware replacement in case of failure within minimum reasonable time but not exceeding 5 working days, completely free of cost to the purchaser.

6. Terms and Conditions.

- In case of any deviation from the provided technical specifications, PMD-PIU (IFRAP) HQs Pakistan Meteorological Department has right to reject the offered goods and cancel the Purchase order even if the item has been delivered.
- If the items found substandard or refurbished the goods delivered will be rejected and purchase order will be cancelled.
- In case of failure to complete the delivery within stipulated time period, liquidated damages will be imposed @ 0.5% of the Purchase Order (PO) price per week up to 10%, upon which the purchase order shall be terminated.
- Deliver schedule must also be attached with the quotation.
- All government-imposed taxes, duties will be deducted as per Government of Pakistan rules.
- The contract is extendable on mutual terms & conditions and rates to any further period.

SCHEDULE OF REQUIREMENTS

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

Lot No.	Description	Required Delivery Schedule from the Date of Purchase Order of Award	Locations
01	PROCUREMENT OF STATIONARY ITEMS / SUPPLIES (FRAMEWORK AGREEMENT)	With in 05 Days after receiving Purchase Order	HQs Pakistan Meteorological Department, H-8/2, Islamabad

PRICE QUOTATION

Note: The rates against each item/unit should be quoted in the provided space in this document.

Lot No. 01 - Office Stationery Items				
S. No.	Item Name	Item Details / Specification / Service requirements	Unit	Per Unit Rate
1	Box File	(Lever file) imported China lever thick card heavy duty ARCH NO. 5152 or Equivalent	No.	
2	Ball point	Clari flor / Dollar / Piano / Picasso or Equivalent	Box	
3	Pointer pen	Dollar 0.3, or Equivalent, Good Quality	Box	
4	Uni-ball	(Vision/eye/Signo) or Equivalent, Good Quality	Box	
5	High Lighter	Pelikan or Equivalent	Box	
6	Fold back/Bulldog Clips	Good Quality, Medium Size	Box	
7	Fold back/Bulldog Clips	Good Quality, Large Size	Box	
8	Fold back/Bulldog Clips	Good Quality, Small	Box	
9	Cutter Knife	(Knife) PMP/Alfa, steel blade plastic handle 6 " height imported or Good Quality,	No.	
10	Dividers	(separators)set of 10 cards, Citizen or Comet Brand local made or Good Quality,	No.	
11	Envelope -white	A4 size/ Letter size	No.	
12	Fax Role	20 meters complete (thin tube-inner barrel) Heavy duty fine quality,	No.	

		Panasonic FAX, KX-FL-422		
13	Com Clins	(Paper clips), packet of 100 clips	No.	
13	Gem Clips	large size 36 mm Apex brand local	100.	
14	Glue Stick	Large size, Good Quality	No.	
15	Hanging Files	Good Quality	No.	
16	Markers	(for white board) BL/BK/G/R color Snowman, Japan or Equivalent	Box	
17	Markers	Permanent (Black, Blue, Green, Red)	Box	
18	Pencil Eraser	(Rubber) Finland Brand imported, Spain or Equivalent	No.	
19	Pencils	Lead pencils, (Packet of 12 pencils) Nafees/HP or Equivalent	Box	
20	Photocopying Rate/Page	Photocopying charges / Per page rate	No.	
21	Ring binding	Ring binding charges	No.	
22	Plastic Sheet for Binding	Transparent Plastic Sheet Box for Binding Reports A4 Size, Good Quality	Box	
23	Plastic Sheet for Binding	Transparent Plastic Sheet Box for Binding Reports A3 Size, Good Quality	Box	
24	Plastic Folder	A-4 Different Colors, File Alpha or Equivalent	No.	
25	Plastic Folders	(clear) A-4 plain white imported, Alpha or Equivalent, Good Quality	No.	
26	Plastic Folders	(clear) Legal size plain white imported, Alpha or Equivalent, Good Quality	No.	
27	Pocket file - A4	Cosmo or Equivalent	No.	
28	Pocket file - Legal	Cosmo or Equivalent	No.	
29	Post-it Notes	3"x2" (Large size), yellow chits, info or Pelikan brand imported or Equivalent	No.	
30	Post-it Notes	3"x3" (Large size), yellow chits, info or Pelikan brand imported or Equivalent	No.	
31	Post-it Notes	3"x5" (Large size), yellow chits, info or Pelikan brand imported or Equivalent	No.	
32	Printing Paper	A-3 size ream of 500 paper line, 80 gm (Multipurpose premium paper)	Ream	
33	Printing Paper	Legal size ream of 500 paper line 80 gm (Multipurpose premium paper)	Ream	
34	Note Portion Pad	Legal size ream of 500 paper line 80	Pad	

	(Green)	gm (Multipurpose premium paper)		
35	Printing Paper	A-4 size ream of 500 paper line 80 gm (Multipurpose premium paper)	Ream	
36	Punch Machine medium	size No. 30 Lotus brand or NIVO brand 8 cm heavy duty or Equivalent	No.	
37	Register-Plain	full size Ruby brand 160 pgs. With fine cover 68 gm paper local or Equivalent	No.	
38	Ruler-Steel,	Swordfish brand No. 0504 heavy duty fine quality China imported or Equivalent	No.	
39	Scissors-	Singer brand 8" Standard size heavy duty local made fine quality	No.	
40	Scotch Tap	(Transparent) 1" size 50 yards 2" diameter Johnson brand imported or Equivalent	No.	
41	Sharpener	(for pencils) Plastic made Dux Brand local made fine quality or Equivalent	No.	
42	Stapler Machine	Medium size Max brand No. HD-50/50R original Japan imported or Equivalent	No.	
43	Stapler Pins	(medium size) No. 369, 24/6 size (Packet of 1000 pins) Dollar Brand or Equivalent	No.	
44	Stapler Pins	(Heavy Duty) No. 369, 23/7 size (Packet of 1000 pins) Japan or Equivalent	No.	
45	Stapler Remover	Penguin brand heavy duty imported or Equivalent	No.	
46	Table Tray	(table tray small size) plastic made Deer brand Local made or Equivalent	No.	
47	Tape Dispenser,	No. 15 (for 1/2" tape) standard size SKY brand local made or Equivalent	No.	
48	Tape Masking	(Paper tape) 2" size 72 Yds. Nichibanor Abro brand imported or Equivalent	No.	
49	Tape Masking	(Paper tape) 3/4" size 72 Yds. Nichibanor Abro brand imported or Equivalent	No.	
50	Thumb Pins	(Drawing pins), packet of 100 pins Square or Peony Brand, China	No.	
51	Calculator D.J 120	Casio or Equivalent	No.	
52	Correction Pen	Good Quality	Box	
53	Stamp pad Ink	Dollar or Equivalent	No.	

54	File Lase	Dozen, Good Quality	Dozen	
55	Register Dispatch/Dairy/Attenda nce/Note Book	Fine Paper Quality	No.	
56	Binding Tape	2" size (48MM) 25 Meters <u>+5%,</u> 2" diameter, Stick/Johnson/imported or Equivalent	No.	
57	Plastic Color Flags	Packet or different color	No.	
58	File tags	Packet or different color	No.	
59	File Board with lase	Legal Size	No.	
60	Pencil Size Cell (AA)	Good Quality Cells	No.	
61	Pencil Size Cell (AAA)	Good Quality Cells	No.	
62	USB 32 GB	Generation 4 (DTIG4) 3.0, G4 Flash Drive, Read Speed of 40 Mb/s and write speed of 10Mb/s.	No.	
63	USB 64 GB	Generation 4 (DTIG4) 3.0, G4 Flash Drive, Read Speed of 40 Mb/s and write speed of 10Mb/s.	No.	
64	Keyboard	USB wire connectivity, Good Quality	No.	
65	Wireless Mouse	Connectivity 2.4GHz FR, 1200 dpi sensor, Good Quality	No.	

Lot No. 02 - Office Supplies				
S. No.	Item Name	Item Details /Specification / Service requirements	Unit	Unit Rate
1	Hand Wash, 250ml Pump	100% germ Protection, pH- Balanced Liquid, Anti-Bacterial	Bottle	
2	Medicated Hand Washing Soap	Lifebuoy/Dettol soap (or equivalent) 115 gms	Bar	
3	Tissue Paper	Tissue Box, Perfumed, 100 x 2 ply, Number of sheets 100 sheets, size: (205 x 200 mm), <u>+</u> 5mm	Box	
4	Tissue Roll	Ultra Soft & Absorbent, Prevent Infection and growth of bacteria, Standard Size for Bathroom	Roll	
5	Wash Room/Floor Cleaner	500ml, Lemon, Removes tough stains, odor, Non-toxic, Harpic or Equivalent	Bottle	
8	Dish Washing Shampoo	475ml, Dish wash liquid, Lemon Max or Equivalent	Bottle	
10	Room Spray/Freshener	300ml, for Fresh & Fragrant Atmosphere, Good Quality	Bottle	
11	Disposable Face Mask	3.0 Microns: ≥ 95%, Bacteria Filtration Efficiency Standard (BFE)	Box	
12	Hand Sanitizer Gel	Anti-Bacterial & Non-Flammable, Non-Alcoholic Skin Friendly, 100ml, Dettol/Lifebouy or Equivalent	Bottle	
13	Flannel Dusters	2 x 2 Feet, soft fabric	No.	
14	Floor Cleaner	Floor Cleaner antibacterial / Disinfectant (Fresh Lemon) 1.8L Bottle	Bottle	
15	Glass Cleaner	500ml, Glass Cleaner, Spray bottle, Glint or Equivalent	Bottle	

Official Seal/ Name of the Company	
NTN No if any:	-
GST No if any:	

Section - IV

Form of Quotation

Date:	
To: The Deputy Project Director – PMU – PMU	
HQs Pakistan Meteorological Department, H-8/2, Islamabad	
We offer to execute the supply, installation and commissioning of accordance with the Conditions of Contract accompanying this	Quotation for the Contract Price of
words and numbers) (
Supplies described in the Contract within a period ofcalendar days from the Start Date.	words and number)
This Quotation and your written acceptance will constitute a understand that you are not bound to accept the lowest or any Quo	-
We hereby confirm that this Quotation complies with the Validity	of the Quotation required
by the proposal documents.	
Authorized Signature:	
Name and Title of Signatory	
Name of Supplier:	
Address:	
Phone Number	
Fax Number, if any	

Section V - Form of Contract Agreement (Frame Work Agreement)

(Traine (Form Tighteement)
AGREEMENT
This Agreement, made theday of20, by and between
(Name and address of Purchaser hereinafter called "the Purchaser") and
(Name and address of Supplier hereinafter called "the Supplier") of the other part.
Whereas the Purchaser is desirous that the Supplier execute supplies, installation and commissioning of
(Name and identification number of Contract hereinafter called "the Supplies")
and the Purchaser has accepted the Quotation submitted by the Supplier for the installation and commissioning of such Supplies and the remedying of any defects therein over a warranty period of at least one year after supply.
Now this Agreement witness 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 hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Supplies and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the supply, installation and commissioning of the Supplies and the remedying of defects wherein 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.
4. The contract is extendable on mutual terms & conditions and rates to any further period.
In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written
The Common Seal and Binding Signature of Purchaser:
was here into affixed in the presence of:
The Common Seal and Binding Signature of Supplier:

was here into affixed in the presence of:

Section-VI Conditions of Contract (CC)

- **1. Definitions**: Boldface type is used to identify the defined terms
 - (a) **The Contract** is the Contract between the Purchaser and the Supplier to execute, complete, and maintain the Supplies as specified in the specifications or in other sections of the Contract. The name and identification number of the Contract is given in the Invitation to Quote.
 - (b) **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser.
 - (c) **The Supplier's Price Quotation** is the completed document (Invitation to Quote together with attachments) submitted by the Supplier to the Purchaser.
 - (d) **The Contract Price** is the price stated in the Quotation and thereafter as adjusted in accordance with the provisions of the Contract.
 - (e) **Days** are calendar days; **months** are calendar months.
 - (f) **A Defect** is any part of the Supplies not completed in accordance with the Contract.
 - (g) **The Required Completion Date** is the date on which it is required that the Supplier shall complete the Supplies. The Required Completion Date may be revised only by the Purchaser by issuing an extension time or an acceleration order in writing.
 - (h) **Specification** means the Specification of the Supplies included in the Quotation and any modification or addition made or approved by the Purchaser.
- 2. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan.
- 3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.
- 4. **Supplier's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.
- 5. **Supplies to be completed by the Completion Date.** The Supplier shall commence execution of the Supplies on the Start Date and shall carry out the Supplies in accordance with the work schedule submitted by the Supplier, as updated with the approval of the Project Supervisor, and complete them by the Required Completion Date.

- 6. **Defects.** The Purchaser shall give notice to the Supplier of any Defects before the end of the Warranty Period, which begins at completion of supplies. The Warranty Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Supplier shall correct the notified Defect within the length of time specified by the Purchaser. If the Supplier has not corrected a Defect within the time specified Purchaser will assess the cost of having the Defect corrected, and the Supplier will pay this amount, or the Purchaser shall recover these amounts by deduction from the amounts due to the Supplier.
- 7. **Payments.** The Purchaser shall pay the Supplier the amounts as per following schedule:
 - (i) On Acceptance: 100 percent of the Contract Price shall be paid within twenty (20) days of receipt/installation of the Goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser
- 8. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan.
- 9. **Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.
- 10. **Resolution of Disputes.** The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940.