



TransKarachi

Operator of the Karachi Breeze
System

PROJECT: 47279-002

KARACHI BUS RAPID TRANSIT RED LINE PROJECT

Government of Sindh

REQUEST FOR QUOTATIONS

for

**PROCUREMENT OF OFFICE STATIONERY FOR
TRANSKARACHI CORPORATE OFFICE**

RFQ No: KBRT-Goods/Adm-OS/2024-04



March 2024



REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title: Karachi Bus Rapid Transit Red Line Project.
Source of Funding: Asian Development Bank (ADB)
Title of Procurement: Procurement of Office Stationery at TransKarachi Corporate Office
Contract Ref: KBRT-Goods/Adm-OS/2024-04 **Date of Issue of RFQ:** 26 Mar 2024

Sir/Madam:

1. The TransKarachi (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

(i) Office Stationery

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications & Requirements, Form of Quotation** and draft **Contract agreement along with Terms & Conditions.**

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must be authorized supplier have an NTN, GST registration and experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be Pak Rupees. The prices should be quoted for supply and delivery to **TransKarachi Office located at House No. C-89 Clifton Block 2 Karachi.**
- (b) Your quotation should comprise the following documents: (duly signed and stamped).
 - i. **Form of Quotation** [to be furnished on company's original Letterhead & signed by authorized representative]
 - ii. **Priced Quotation** (inclusive of all taxes) [signed/stamped by authorized representative]
 - iii. **Documents as per Checklist** [to be signed/stamped by authorized representative]
- (c) The delivery of required stationery items should be completed as per schedule indicated in the **Supply and Delivery Schedule** but **not exceeding 15 days** from the date of signing of contract. The partial deliveries are allowed.
- (d) The rates/prices quoted shall include all the applicable Taxes, duties, and other levies as per FBR

RFQ-Procurement of Office Stationery, Reference: KBRT-Goods/Adm-OS/2024-04

Page (1)



(Income Tax and GST) and in accordance with Government of Pakistan.

- (e) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (f) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years. TransKarachi may request the participating Firms/Companies during the evaluation process to extend the Validity Period of their Bids/Proposals for a specified period (equal to or below the existing validity period of 15 Days) if the evaluation process delayed for whatever reason.

Submission and Opening

- (g) The Complete Set of your Quotation/Proposal comprising of all the required documents as listed above under section 4 (b) should be submitted (Hard Copy) on or before **02 April 2024 till 05.00 pm** that should be signed, sealed in an envelope clearly mentioning the "**Quotation for Office Stationery**", and delivered to the following address. Incomplete or late proposal will not be entertained.

Client's Address: Manage Procurement & Contracts,
TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi,
Pakistan
Telephone : 021-35300240-43, 021-99332440, 021-99332478
E-Mail: procurement@transkarachi.pk

Note: The submission of Quotation/s in soft copy through email is not allowed.

Evaluation and Comparison

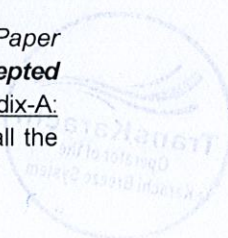
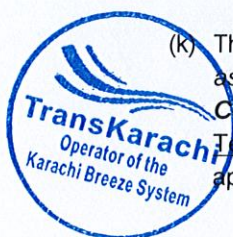
- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) where there 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.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (j) The client shall issue the formal Notification of award of contract to the successful Supplier within the validity period for the supply of required goods as per technical specification whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation. The supplier within **07 days** receipt of notification of award of contract may return the copy with Acceptance, signed by the authorized representative of the Employer.

- (k) The successful supplier shall sign the Contract Agreement (to be furnished on Stamp Paper as per attached draft Contract **with paid Stamp Duty equivalent to 0.35% of accepted Contract Price**) governed by the annexed Contract Terms and Conditions and Appendix-A: Technical Specification with Price Schedule. The overall Contract Price shall include all the applicable taxes of Government of Sindh and Government of Pakistan.



Failure and Terminations:

If the service provider fails to perform the related services within the period specified in the RFQ, the Employer may without prejudice to all its other remedies under the award of contract.

- Deduct from the total contract price amount, as Liquidated Damages for each day of delay levied at 0.5% per week or part thereof (to be calculated on per day basis) the total contract price amount subject to maximum of 10% of the contract price amount.

5. Further information can be obtained from:

Name: Manager Procurement & Contracts,
Address: TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi, Sindh.
Telephone: +92-21-35300240-43
E-mail: procurement@transkarachi.pk

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

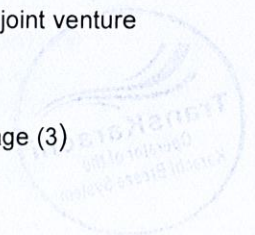
- (a) Name of Institution: _____
(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
(b) Court/Area of jurisdiction: _____
(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture



partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).



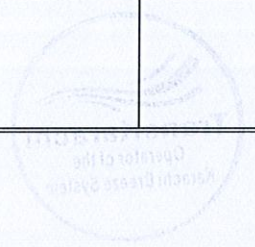
Sincerely,
**Manager, Procurement & Contracts,
TransKarachi**



Attachment 1

SUPPLY AND DELIVERY SCHEDULE

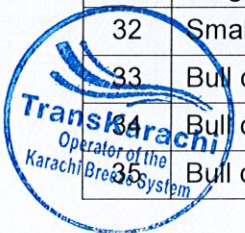
Item	Description	Unit	Quantity	Unit Price (Income Tax & GST)	Total Price (Income Tax & GST)	Delivery Schedule



Attachment 2

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

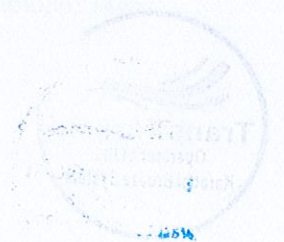
Sr #	Item Description	Unit	Quantity
1	Ball Pen Blue 0.8 mm Piano or equivalent	Packet	50
2	Ball Pen Black 0.8 mm Piano or equivalent	Packet	20
3	Ball Pen Red 0.8 mm Piano or equivalent	Packet	5
4	Ball Pen Green 0.8 mm Piano or equivalent	Packet	5
5	Pointer Black FL PTW 03 Dollar or equivalent	Packet	20
6	Pointer Blue FL PTW 03 Dollar or equivalent	Packet	20
7	Gel Pen Blue 0.7 Dollar or equivalent	Packet	16
8	Gel Pen Black 0.7 Dollar or equivalent	Packet	16
9	Gel Pen Green 0.7 Dollar or equivalent	Packet	5
10	Gel Pen Red 0.7 Dollar or equivalent	Packet	3
11	Notepad Imported Spiral A-4 Size Noble or equivalent	Nos	15
12	Notepad 1/8 Small Noble or equivalent	Nos	250
13	Scotch Tape Medium (1" Wide) Owner or equivalent	Nos	10
14	Scotch Tape Large (2" wide) Owner equivalent	Nos	10
15	White Paper Tape (1" Wide) 4 seasons tape or equivalent	Nos	10
16	Binding Tape Silver (2" Wide) premium quality	Nos	10
17	Stapler Machines (Size 24/6) Haoxiang or equivalent	Nos	15
18	Staples Size 24/6 Dollar or equivalent	Packet	2
19	Stapler Machine Heavy Duty KW-trio or equivalent	Nos	2
20	Staples Heavy Duty (23/10) Dollar or equivalent	Packet	2
21	Staples Heavy Duty (23/15) Dollar or equivalent	Packet	2
22	Staples Heavy Duty (23/20) Dollar or equivalent	Packet	2
23	Box Files Plastic Blue & Black Protect or equivalent	Nos	300
24	Glue Stick- 20 g dollar or equivalent	Packet	5
25	Scissor Small 4-inch Classic or equivalent	Nos	10
26	Scissor Large 8-inch Classic or equivalent	Nos	5
27	Paper Cutter / Knife 18 mm Jianzhong or equivalent	Nos	10
28	Desk Organizer complete set premium quality	Set	3
29	My Clear Bag Button Legal Size Premium quality	Packet	3
30	Transparent File A4 size Elegant E320 or equivalent	Nos	100
31	Ring File A4 size 25mm Prism ring binder or equivalent	Nos	100
32	Small Separators 4-inch Premium quality	Nos	25
33	Bull dog clips/Binder Clips small ¾" wide	Packet	30
34	Bull dog clips/Binder Clips medium 1" wide	Packet	30
35	Bull dog clips/Binder Clips Large 2" wide	Packet	30



36	Bull dog clips/Binder Clips Extra Large 2½" wide	Packet	20
37	U-Clips / paper clips (Size 26 mm) Polo or equivalent	Packet	20
38	U-Clips / paper clips (Size 36 mm) Polo or equivalent	Packet	10
39	Push Pins / Board pins (Diff Colors)	Packet	10
40	Scale small (6") Plastic	Nos	10
41	Scale large (12") Steel	Nos	10
42	Calculator 10 digits Citizen or equivalent	Nos	10
43	Hole Punch Machine Small Axent A-40 or equivalent	Nos	10
44	Hole Punch Machine Heavy duty (Handle Type)	Nos	2
45	Laser Print A4 Paper Rims 70gm BLC or equivalent (1 Packet = 5 Rims)	Packet	60
46	Laser Print A4 Paper Rims 80gm BLC or equivalent (1 Packet = 5 Rims)	Packet	30
47	Laser Print A3 Paper Rims 80gm BLC or equivalent (1 Packet = 5 Rims)	Packet	5
48	Sticky Notes (Multi Colors)	Nos	25
49	Stick Pads / Sticky Separators Polo or equivalent	Nos	25
50	Post-it Note Yellow 3*3	Nos	25
51	Highlighter Yellow dollar or equivalent	Packet	3
52	Highlighter Pink Dollar or equivalent	Packet	3
53	Highlighter Green Dollar or equivalent	Packet	3
54	Battery Cell small R03 AAA Toshiba or equivalent	Nos	100
55	Battery Cell medium R6S AA Toshiba or equivalent	Nos	100
56	Correction Pen 7ML Tick or equivalent	Packet	2
57	Vehicle Logbook 100 Pages H.B Or equivalent	Nos	10
58	Stock Register comprises 200 Pages	Nos	2
59	Front Cover Transparent for Binding A-4 (each 25 sheets)	Packet	4
60	Front Cover Transparent for Binding A-3 (each 25 sheets)	Packet	2
61	Back Cover Glossy Card White for Binding A-4 (each 25 sheets)	Packet	4
62	Back Cover Glossy Card White for Binding A-3 (each 25 sheets)	Packet	2
63	Eraser Deer or equivalent	Packet	2
64	Sharpeners Premium quality	Packet	2
65	White Board Marker Blue Dry dollar or equivalent	Packet	2
66	White Board Marker Black Dry dollar or equivalent	Packet	2
67	White Board Marker Red Dry dollar or equivalent	Packet	2
68	White Board Marker Green Dry dollar or equivalent	Packet	2
69	Permanent Marker Blue dollar or equivalent	Packet	2
70	Permanent Marker Black dollar or equivalent	Packet	2
71	Stamp Pad Plastic Blue 7X11 cm Lancer or equivalent	Nos	5
72	Stamp Pad Plastic Black 7x11 or equivalent	Nos	5

73	Stamp Pad Ink Blue 28.5-gram crystal or equivalent	Nos	1
74	Stamp Pad Ink Black 28.5-gram crystal or equivalent	Nos	1
75	Staple Remover Normal Size Homesing or equivalent	Nos	10
76	Staple Remover Heavy Duty premium quality	Nos	5
77	Register Simple 150 Pages Prism or equivalent	Nos	10
78	Post Inward Register 200 Pages Prism or equivalent	Nos	3
79	Post Outward Register 200 Pages Prism or equivalent	Nos	3

Note: A sample box containing samples of all items has been placed at the reception of TransKarachi for further clarification



[This Form of Quotation must be furnished & submitted on Supplier's original Letter Head]

FORM OF QUOTATION (Goods)

[date]

To:

The TransKarachi
C-89, Block 2, Near Bilal Masjid, Clifton, Karachi, Sindh-Pakistan
Telephone: +92-21-35300240-43. E-mail: procurement@transkarachi.pk

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____ (Inclusive of Income Tax & GST). We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Email address (optional): _____

ACCEPTANCE

Name of Purchaser : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____



CHECK LIST

(DOCUMENTS TO BE ATTACHED AND AGREED WITH PROPSAL)

S. No	Documents Requirement	Status (Yes/No)
01	National Tax Number Certificate (NTN)	
02	General Sales Tax Certificate (GST)	
03	Experience as Supplier in at least one contract/purchase order in the last 3 years of a size and similar nature to the requirements of this contract	
04	Conformity with Technical Specifications	
05	Bid Validity: Thirty (30) days from the date of the bid deadline	
06	Payment Condition: Payment will be made within 30 days after successful supply of all required items as per specifications at TransKarachi office. Partial payments against partial deliveries of office stationery are permissible	



CONTRACT AGREEMENT

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Supply of Office Stationery at TransKarachi Corporate Office
Contract Ref: KBRT-Goods/Adm-OS/2024-04

This Contract is entered into on [date] day of [month], [year], between [name of Purchaser] (hereinafter called "the Purchaser") on the one part, and [name of Supplier] (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for [description of goods] to be supplied by Supplier in accordance with the Contract, and has accepted the Quotation by the Supplier in the amount of [amount in words] [amount in figures] (Inclusive of Income Tax & GST) hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
a) Contract Terms and Conditions
b) Notification of Award of Contract vide Letter No. dated:, duly accepted by the Service Provider.
c) Firm Quotation Offer dated. along with detailed relevant documents (Form of Quotation & Supply and Delivery Schedule)
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this Contract with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this Contract and its Terms and Conditions.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the Contract Price as indicated and accepted in the Form of Quotation, under payment terms stipulated in the Contract Terms and Conditions.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Pakistan on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative



CONTRACT TERMS AND CONDITIONS

Name of Country: Islamic Republic of Pakistan
Project Title: Karachi Bus Rapid Transit Redline Project
Title of Procurement: Supply of Office Stationery at TransKarachi Corporate Office
Contract Ref: KBRT-Goods/Adm-OS/2024-04

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

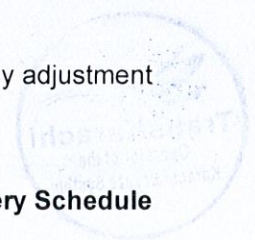
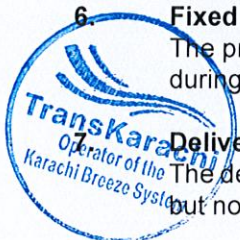
This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 15 days from the date of signing of contract.



8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards

Supplier confirms compliance with above specifications.

9. Delivery and Documents

Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) Sales Tax invoice showing goods' description, quantity, unit price, and total amount.
- (b) Delivery challan
- (c) Manufacturer's or supplier's warranty certificate if any
- (d) Inspection Certificate to be issued by concerned department of TransKarachi.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

Payment of the contract price shall be made in the following manner:

100% payment will be made within 30 days from receipt by the Purchaser of the delivered goods at TransKarachi office in accordance with the contract including the required documents and inspection certificate to be issued from the concerned department of TransKarachi.

Partial payments for partial deliveries of office stationery are permissible.

12. Warranty

Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser (if applicable)

13. Defects

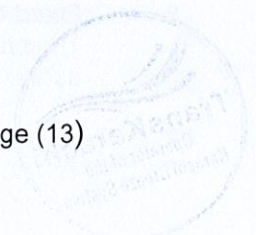
All defects will be corrected by the Supplier without any cost to the Purchaser within 15 days from the date of notice by Purchaser.

14. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of Pakistan.

15. Failure to Perform

The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.



16. Force Majeure

The supplier shall not be liable for penalties 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.

- (a) 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 not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 Force Majeure event.

17. Termination Due to Integrity Violation

The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in
- (c) Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

20. Focal Person of the Contract

The focal person for coordination / receiving and acceptance of goods will be nominated by TransKarachi.



