**Tender Notice**

NOTICE INVITING TENDER FOR THE ROCUREMENT OF SPICES (RAW) THROUGH EPADS.

1. USCP invites bids from financially sound, strong, stable Companies/firms/service providers/suppliers/vendors/importers for provisioning of Spices (Raw) and are registered with Income Tax and Sales Tax Department and in the active taxpayers’ list of the Federal Board of Revenue (FBR) at the time of opening of bids and having minimum / at least three years relevant experience the the following Spices (Raw) Items as:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Description** | **Quantity** | **Bid Security 2% of the estimated cost** |
| 1. | Red Chilli (HB-Whole) | 40,000Kg | 303,600.00 |
| 2. | Haldi (Phalli) | 20,000Kg | 272,360.00 |
| 3. | Dhania (Goli) | 15,000Kg | 153,450.00 |
| 4. | Black Pepper | 10,000Kg | 340,780.00 |
| 5. | White Zeera | 15,000Kg | 521,070.00 |
| 6. | Dar Chini | 1,000Kg | 22,418.00 |
| 7. | Big Allaichi | 1,000Kg | 110,000.00 |
| 8. | Green Allaichi | 500Kg | 49,500.00 |
| 9. | Clove | 500Kg | 39,875.00 |
| 10. | Sounf | 500Kg | 9,680.00 |
| 11. | Anardana | 500Kg | 4,180.00 |
| 12. | Ajwaien | 500Kg | 4,125.00 |

1. Sealed bid offer is invited under rule 36 (a) “single stage one envelope” of the Public Procurement rules’ 2004, for provisioning of above-mentioned Spices (Raw) Items.
2. Bids should be submitted electronically only through E-PADS. Manual submission of bids is not allowed. For registration and guidance/training on E-PADS, you may contact EPADS UAN:051-111-137-237.
3. The bids prepared in accordance with the instruction in the bidding documents, must be submitted on E-PADS by 10-05-2024 at 02:00 PM which will be opened on the same day at 02;30 PM though E-PADS. All Interested bidders must be register themselves on the E-PADS <http://eprocure.gov.pk/#/supplier/registration>. No physical bid shall be entertained. In case of opening of bids falls on local/national holiday, the date of bid closing/opening shall be the next working day on the same time and venue.
4. The bidders are required to give their best and a final price (inclusive of all applicable Taxes) as no negotiations is allowed. Bids not complying with  the  requirements shall be rejected being non-responsive. Alternate proposals/conditional/ incomplete proposals shall be considered non-responsive. Taxes will be deducted as per applicable Government rules, NTN and Sales Tax Registrations certificates must be provided with the bid.
5. Bids which are incomplete/not sealed/not signed/not stamped/late or submitted by other than specified mode will be rejected. The contract will be awarded to the most advantageous bid on a lump sum contract basis.
6. Bidding/tender documents alongwith terms and conditions etc., for bidding can be obtained electronically can be downloaded from USCP website i.e. [www.usc.org.pk](http://www.usc.org.pk) as well as E-PADS-PPRA website [www.eprocure.gov.pk](http://www.eprocure.gov.pk) free of cost. Bidders need to register at E-PADS PPRA to access the tender documents and other relevant information’s.
7. An affidavit on legal stamp paper worth Rs.100/- to the effect that the Bidder has not been blacklisted by any Government/Sami Government/autonomous Organisation and there is no litigation is lying pending adjudication in any Court of Law.

For more information and queries, please contact the undersigned.

**General Manager (Own Brands)**

Utility Stores Corporation of Pakistan (Pvt) Limited

**Office:** Plot No.290-A, Sector I-9/3, Industrial Area, Islamabad

PH: 051-4449306 / 051-4433587

**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The Bidders for preliminary and detailed examination hereinafter should submit the valid documentary evidence as indicated.

**Applicability of the Public Procurement Rules, 2004**:

This Bidding Process will be governed/operated under the Public Procurement Rules, 2004, and Regulations made thereunder, as amended from time to time and instructions of the Government of Pakistan.

UTILITY STORES CORPORATION OF PAKISTAN (PVT) LIMITED

HEAD OFFICE ISLAMABAD

**TERMS AND CONDITIONS FOR THE PROCUREMENT** OF SPICES (RAW) THROUGH EPADS.

**USCP** will award the Contract to the prospective Bidders from among those financially sound Companies/Suppliers/Bidders/Importers who will be submitted their bids/proposals in accordance with the requirements of USCP for provisioning of aforesaid items described herein. The successful qualified (responsive) bidders shall be awarded the Contract on lump sum item wise lowest cost basis, and Contract Agreement will be signed with them for provision of the aforesaid items. All Successful bidders technically qualified complying bidders shall have to submit their financials proposals/ quotations, and the work order shall be issued according to the item wise lowest quoted qualified bidder.

USCP shall reject any bid in case of non-compliance with the requirements. The Bidders must respond to all questions and provide complete information as advised in this documents. Failure or shortcomings to provide required and essential information shall result in dis-qualification of the bidders. USCP requires that Bidders under their contracts to observe the highest standard of ethics during the procurement and execution of such contracts.

* The approved rates of aforesaid items would remain valid till provisioning of supply satisfactorily and no change/deviation shall be made to the price quoted in the financial proposal. Rate of minimum 50% quantity in respect of each item must be quoted.
* A Company/firm/service provider/supplier/vendor/importer/manufacturer shall be selected after an open and transparent bidding process in accordance with the Public Procurement Regulatory Authority (PPRA) Ordinance, 2002 and Rules, Regulations and Guidelines made there under.
* Bidders shall ensure that the documents/information submitted with USCP is true and correct. Misleading information or any forged document (whenever it is noticed) will lead to the termination of service immediately and strict legal action will be taken against the Fir/company which may lead to blacklisting of Firm/Company.
* Bidders are under obligation to read and understand complete bidding documents, USCP shall not be responsible towards the Bidders for any of their claim or complaint which may arise in result of non-reading or misreading documents by Bidders.
* USCP is the originator of a documents, ay clarification or interpretation communicated by USCP, whether in response to a query or otherwise, shall be deemed final, conclusive and will remain unquestioned.
* Bidders shall not contact USCP on the matter relating to their Bidding Documents from the time of opening till the time, the evaluation is finalized, and official communication is sent to them. Any effort by the Bidder to influence USCP in the evaluation shall result in the rejection of their proposals.
* The original Bidding Documents shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders. Any such correction must be signed/ initialled by the persons who sign (s) the Bid. An authorized representative of the Bidders should sign on all pages of the bid submitted.
* The rates of supply of the aforesaid items are required to be quoted on a lump sum items wise basis. Multiple rates are not allowed and such bids shall be rejected.
* The cost of transportation, loading/unloading including road taxes shall be borne by the suppliers.
* The bidder/supplier will be responsible for safe transportation of items/goods to the required destination within time.
* The Bid/Offers without National Income Tax will not be considered.
* The supplier is under obligation to supply the said items/goods within a stipulated time of fifteen (15) working days valid from the date of issuance of purchase orders.
* In case if the bidder declared successful (if agreed) denies supplying the goods/items at the lowest price quoted, USCP reserves the right to terminate the contract and to forfeit the performance guarantee/bid security of both besides blacklisting of the transporters under the Public Procurement Rules, 2004.
* The Supplier shall abide by all terms and conditions stipulated therein.
* Delivery of said goods/items shall be made by the successful bidder(s)/supplier at USCP Own Brand department Plot No.290-A, Sector I-9, Industrial Area near 7up chowk, Islamabad, without any extra/additional charges within 15 working days of issuance of Purchase Order. In case of noncompliance, liquidated damages will be imposed herein mentioned below per day.
* The bidder(s) must attach with the bid substantial evidence regarding their registration with FBR for income tax and GST, active taxpayer and minimum/at least three years experience and an affidavit that the firm has not been blacklisted by any Government/Semi Government organization.
* USCP shall evaluate the Bidding Document in a manner prescribed in advance, without reference to the price, and reject any bid which doesn’t conform, to the specified requirements.

**TYPE OF OPEN COMPETITIVE BIDDING**

As per Rule 36 (a) of the Public Procurement Rules, 2004, Single Stage – One Envelope Procedure shall be followed for the bidder: This is as follows:

* Each bid shall comprise one envelope containing, separately, a financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document on E-PADS.

***INVITATION:***

1. The bidding shall be conducted in line with single stage one envelope bidding procedure under Public Procurement rule 36 (a) through Framework agreement and is open to all potential bidders. The bidder shall submit only one bid in the same bidding process.
2. Sealed Tender are invited for purchase of Spices (Raw). The bids/offers by the participating Companies/firms/service providers/suppliers/vendors /importers/ manufacturers are required to be submitted on the Corporation prescribed/designated format for bidding. Annex-A.
3. The bid will evaluated as per Public Procurement rules, 2004.

**DATE, TIME AND VENUE FOR OPENING OF THE BIDS/OFFERS:**

* 1. The bids prepared in accordance with the instructions in the bidding documents must be submitted on E-PADS by 10-05-2024 **at 02:00 PM** which will be opened on the same day at 02:30 PM on through E-PADS**.**
  2. All the bids/offers shall be opened on the same day at 02:30 PM by the Tender Committee in the presence of the bidders or their duly authorized representatives who wish to attend.

* 1. The price is required to be quoted for purchase of Spices(Raw). The price to be quoted should be inclusive of all taxes, duties, levies, charges etc including Sales Tax/FED on tender form.
  2. The interested importers/Vendors/suppliers shall submit their bids/offers electronically through E-PADS. The same shall be entertained subject to the following:-
     1. The sample of not less than 500gms of each item are required to reach USC Head Office before opening of bids.
     2. The offers/bids are clearly marked in bold letters containing the words **“b**id/offer” **f**or Spices (Raw).

**LANGUAGE OF BID:**

The bid prepared by the bidder as well as all correspondence and documents relating to the bid exchanged by the bidder and USCP shall be written in English language.

**OPENING OF BIDS:**

The procuring Agency shall open all Bids at the date, time and place specified in accordance with the Public Procurement Rules, 2004. The Procuring Agency shall prepare a record of the opening of Bids to include, as a minimum, the name of the Bidders. A copy of the record shall be distributed to all the Bidders.

**CONFIDENTIALITY:-**

Information relating to the Bidding process, their evaluation, and results of the evaluation in the form of the report, shall not be disclosed to the participated bidders, or any other persons not officially concerned with the bidding process until the notification of award results is made to all bidders.

**COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation of and submission of the bid and USCP shall in no case be liable or responsible for those costs, regardless of whether its bid is selected or not.

**WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS OF BIDS**

Before bid submission deadline, any bidder may withdrawal, substitute or modify its bid.

**CLARIFICATION OF BIDDING DOCUMENTS:**

The USCP will, within three working days after receiving the request for clarifications, respond in writing to any request for clarification provided that such request is not received later than three days prior to the deadline for the submission of bids. Copies of the USCP response will forwarded to all identified prospective bidders including description of inquiry without identifying its source.

**DEADLINE FOR SUBMISSION OF BIDS:**

Bid shall be received by the Procuring Agency not later than the date and time specified in the bidding documents.

**DOCUMENTS AND SAMPLES CONTITUTING THE BID**

The bid prepared by the Bidder shall constitute the following:

* 1. Form of Bid and Bid Prices.
  2. Detail of samples, where applicable.
  3. Documentary evidence established in accordance with the terms and conditions/eligibility criteria that the bidder is eligible and / or qualified for the subject bidding process.
  4. Bid Security or Bid Securing Declaration furnished.
  5. Performance Guarantee.
  6. Any other document required.

The bid must be accompanied with a sample of not less than 500 Gms quantity at the time of opening of bids, which will be considered as part of the bid in the quantity

required. The sample shall be properly marked bidder name and Item name. In case, the sample is not found as per specifications, the bidder shall be disqualified being non-responsive, as the sample is essential part of the bid.

**AMENDMENT OF BIDDING DOCUMENTS:**

Before the deadline for submission of bids, the procuring agency (USCP) may modify the bidding documents by issuing addendum. The procuring agency (USCP) shall give reasonable time to prospective bidders in which to take an addendum into account. The procuring agency (USCP) shall promptly publish the addendum in the newspaper and at the PPRA and USCP website for information of prospective bidders to ensure transparent procurement process. The USCP shall give prospective bidders reasonable time in which to take an addendum into account.

**PRICES:**

Prices charged by the Bidders/Companies/firms/services providers/suppliers/vendors/ importers/ manufacturers for the supply of aforesaid goods/items to USCP shall be fixed and not vary from the price quoted by the Bidders/Companies/firms/services providers/suppliers/vendors/ importers/ manufacturers in its financial proposal during the performance of the contract on any account.

**ELIGIBLE BIDDERS**

A bidder may be a natural person, company, or firm or public or semi-public agency of Pakistan, or any combination of them, importer, manufacturer (the supplier). The invitation for bids is open to all prospective suppliers subject to any provisions of incorporations for that trade or business.

A bidder may be ineligible if:

1. He is declared bank corrupt or , in the case of company or firm, insolvent.
2. Legal proceedings are instituted against such bidder involving an order suspending payments.
3. The bidder is blacklisted and the hence debarred due to involvement in corrupt or any fraudulent practices, or performance failure or due to breach of bid securing declaration.

**ONE BID PER BIDDER**:

A bidder shall submit only one bid, in the same bidding process, either individually as a bidder or as a ember in a joint venture or any similar arrangement and no bidder can be a subcontractor while submitting a bid.

**WITHDRAWAL OF BIDS**:

A bidder may withdraw its bid after it has been submitted, provided that written notice of the withdrawal of the bid is received by the procuring agency prior to the deadline for submission of bids.

**EXAMINATION OF TERMS AND CONDITIONS:**

The procuring agency shall evaluate the technical aspects of the bid submitted as per eligibility criteria/parameters and Specifications mentioned therein, to confirm that all requirements specified, eligibility criteria, evaluation criteria given in this bidding documents have been met without material deviation or reservation. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determine that the bid is not substantially responsive, it shall reject the bid.

**BID SECURITY:**

The Bidder shall furnish, as part of its bid, a fixed amount of Bid Security @ 2% of the estimated value of procurement in Pak Rupees in the shape of pay order/demand draft (CDR will not be accepted) in the name of Utility Stores Corporation of Pakistan (USCP), Islamabad. Unsuccessful bidder’s Bid Security shall be discharged or returned soon after announcement of the successful bids or upon signing of contract.

The Bid Security (in the shape of pay order/demand draft/call deposit) shall be enclosed within the sealed envelope.

The successful Bidder’s Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the USCP, Islamabad, with the Bank of the successful bidder.

The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity; or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance guarantee (if any).

Any technical bid not accompanied b a bid security in original in the form specified above shall be rejected by the procuring agency as non-responsive.

**ELIGIBILITY REQUIREMENT/CRITERIA : MANDATORY REQUIREMENTS FOR BIDDERS:**

The USCP shall technically evaluate the bidders on the following eligibility criteria/parameters at the time of opening of bids. Proof of the following documents/parameters must be provided. The Bidders who fail to provide supporting documents will not be entertained.

Note: a. Proof of the following documents/parameters must be checked at the time of opening of bids. The bidders who fail to provide supporting documents will not be entertained and will be technically disqualified as non-responsive.

1. Registered with income tax / sales Tax Departments. **Must meet requirement**.
2. In the active taxpayers’ list of the FBR at the time of opening of bid. **Must meet requirement**.
3. Income Tax Return for the last one year. **Must meet requirement**.
4. Current year Bank Statement as proof of the financial strength of the Supplier/ Company. **Must meet requirement**.
5. Bidders/Companies/firms/services providers/suppliers/vendors/ importers/ manufacturers provided the sealed sample of 250gms to 500gms of each item before opening of Bid. **Must meet requirement**
6. Not debarred due to any non-performance of contract or deviation from the terms and conditions of the bidding documents in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 or the period of debarment has been over. **Must meet requirement.**
7. The demonstrate to the satisfaction of the USCP that it has adequate sources of finance to meet the cash flow requirements currently in progress and for future contract procurements.
8. An affidavit on legal stamp paper worth Rs.100/- to the effect that the Bidder has not been blacklisted by any Government/Sami Government/autonomous Organisation and there is no litigation is lying pending adjudication in any Court of Law. Declaration that pending litigation has been resolved against the Applicant. Specimen of Affidavit is placed in file. **Must meet requirement.**
9. Affidavit (integrity Pact) and Undertaking (All terms and conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted and agreed) (Annex”B”) **Must meet requirement.**

The procuring agency may reject any bid which is not responsive to the aforesaid requirements. In case of providing unsatisfactory/false/missing information, it may result in disqualification of the bidder.

**LATE BIDS:**

The Procuring Agency shall not consider for evaluation any bid that arrived after the deadline for submission of bids.

**PERFORMANCE GUARANTEE:**

1. Within a maximum period of Ten (10) calendar days from the receipt of notice of award from the Procuring Agency USCP and in all cases prior to the signing of the contract, the successful should furnish the Procuring Agency with the performance guarantee @ 5 % on Contract Amount, in favour of Utility Stores Corporation (USCP) in shape of bank draft or pay order (Call deposit will not be accepted). The Performance Guarantee forms part of the contract.
2. Validity of performance security shall extend to cover defects liability period or maintenance period, if any and subject to final acceptance by the procuring agency on completion of supply adequately.
3. The proceeds of the performance guarantee shall be payable to USCP as compensation for any loss resulting from the supplier’s failure to complete its obligations/tasks.
4. The performance guarantee shall be returned by USCP to the supplier not later 45 days following the date of completion of the supplies /its contractual obligations satisfactorily under the Contract on the issuance of completion certificate or defect liability certificate or on the expire of the warranty/certificate or on the expiry of the warranty / maintenance period etc as per conditions specified in bidding documents/contract.

**PENALTY CLAUSE:**

In case of delay in supply of Spices (Raw), a fine at the rate of 0.5% per kg/ per day on delayed supply will be charged subject to maximum of 5%. In case of supply less than 85% or delay of more than 15 working days (without any genuine reason) USC has the right to forfeit the entire performance guarantee.

**TAXES AND DUTIES:**

Supplier shall be entirely responsible for all taxes, duties etc., incurred until delivery of the required quantity of Spices to the Procuring Agency (USCP). The USCP shall be entitled to deduct tax at source on payments made to the supplier in accordance with the applicable provisions of law.

**FORCE MAJEURE**:

Should any of the force majeure circumstances, namely Act of Allah, natural calamity, fire, Government restrictions, strikes or lockouts by workmen, war, military operations of any nature, blockades, preventing the parties from wholly or particularly carrying out contractual obligations etc, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail; provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfil its contractual obligations without title to indemnifications of any losses it may thereby sustain.

**FORM OF BID**

The bidder shall fill the form of bid furnished in the bidding documents. The bid form must be completed without any alternation to its format and no substitute shall be accepted.

**CONDITIONAL/ALTERNATIVE BIDS**

No Conditional Bid would be acceptable. The USCP reserves the right at the time of contract award to increase or decrease the quantity of goods provided this does not exceed by the percentage indicated, without any change of quoted price. Bidder shall submit offers that comply with the requirements of the bidding documents. Alternative bids will not be considered.

**PRELIMINARY EXAMINATION**

1. The Procuring Agency (USCP) will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. The Procuring Agency (USCP) may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
4. Prior to the detailed evaluation, the Procuring Agency (USCP) will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and

conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, will be deemed to be a material deviation. If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**DETERMINATION OF MOST ADVANTAGEOUS BID**

Substantially responsive bid having complied with / met the eligibility criteria / threshold and found items wise lowest in financial bid evaluation will be awarded the Contract; the bid with the item wise lowest evaluated price from amongst those who are eligible, complaint and substantially responsive to the eligibility criteria / requirements, specifications and other terms and conditions

shall be the Most advantageous Bid without any material deviation. The contract shall be awarded to a technically qualified complying bidder who submits the item wise lowest financial bid before expire of the bid validity period.

**QUALIFICATION & EVALUATION OF BIDS:**

USCP shall technically evaluate the Bid and use the criteria given above in deciding to conclude an Agreement, without reference to the price, and reject any Proposal which doesn’t conform to the Eligibility criteria and other terms and conditions/specified requirements.

Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price individually for Each Item. The Procuring Agency financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

**SPECIFICATION:**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Name of Item** | **Specification** |
| **1** | **Haldi (Phalli)** | **Dried, Colour bright yellow, fungus free, Characteristic Haldi Aroma, Taste peppery acrid.** |
| **2** | **Red Chilli HB Whole** | **Dried, Colour Red, Dandi Cut, Flavour Medium Spicy, Crop Current year.** |
| **3** | **Dhania Whole (Goli)** | **3 to 4 mm diameter, delicate fragrance white to light brown in color, clean, whole, unbroken.** |
| **4** | **Black Pepper** | **Characteristic black pepper aroma, Dried, Clean, Whole.** |
| **5** | **White Zeera** | **99% free from impurity, Characteristic White Zeera Aroma, Light brown settle down at the bottom of water glass.** |
| **6** | **Dar Chini** | **Yellowish to Reddish Brown, Characteristic fresh Aroma, Delicate and sweet flavour it shall be free from foreign flavour including mustiness, Fungi free.** |
| **7** | **Green Allaichi** | **Colour Deep green, Fast green, size 6,7,8 mm or higher, foreign matters 2% basis, immature cardamom 5%.** |
| **8** | **Big Allaichi** | **Empty Capsul 5%, Dry, Tail (One Sided), Clour brown, Characteristic Big Allaichi Aroma.** |
| **9** | **Clove** | **95% free from impurity, dried, clean, whole, un broken, without stalks must not contain any wood and brittle cloves. less than 10% headless, Head color Golden brown.** |
| **10** | **Sounf** | **Yellowish Green to dark Green in Colour, Sweetish and aromatic.** |
| **11** | **Anardana** | **100% natural light pink or brownish pink, Delicate fragrance, Dried anardana. Typical Potato aroma (free from artificial aroma)** |
| **12** | **Ajwaien** | **Characteristic Ajwaien aroma, Dried, Clean, Whole.** |

**CONTACTING THE PURCHASER**

No Bidder shall contact the Procuring Agency (USCP)on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. Any effort by a Bidder to influence the procuring Agency (USCP) during bid evaluation or bid comparison may result in the rejection of the Bidder’s bid.

**ACCEPTANCE/REJECTION OF BID:**

The Procuring Agency (USCP) reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to the acceptance of the bid or proposal, without thereby incurring any liability to the Bidder or Bidders. The Procuring Agency (USCP) is not required to justify the grounds for rejection. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.

The Procuring Agency / Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item (s) without any change in unit prices / financial proposal or other terms and conditions, accept or reject ay or all tender (s), cancel /annual the process at any time prior to award of Contract, under PPRA Rules, 2004, and without thereby incurring any liability to the Bidder/tender and the decision of Procuring Agency / Purchaser shall be final.

The Bid / tender shall be rejected if it is:

* + 1. Substantially non-responsive; or
    2. Submitted in other than prescribed manner, forms, annexes, schedules, charts, drawings, documents/ by other than specified mode; or
    3. Incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
    4. Subjected to interlineations /cuttings/ correction/erasures/ overwriting; or
    5. The Bidder/ tenderer refuses to accept the corrected Total tender price; or
    6. The Bidder/ tenderer has conflict of interest with the Procuring Agency/purchaser; or
    7. The Bidder/ tenderer tries to influence the Tender evaluation / Contract award; or
    8. The Bidder/ tenderer engages in corrupt or fraudulent practices during the while process.
    9. There is any discrepancy between bidding documents and bidder’s proposal i.e any nonconformity of inconsistency or informality or irregularity in the submitted bid.
    10. The bidder/ tenderer submits an financial conditions as part of its bid which are not in conformity with tender document.

**AWARD CRITERIA**

The Procuring Agency (USCP) will award the contract to the successful Bidders Whose bid has been determined to the substantially responsive and has been determined to be the most advantageous bid (lowest evaluated complying bidder), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. Bidder/Supplier fulfilling the aforesaid eligibility / mandatory requirements and conformity to the specifications shall stand technically qualified. The contract shall be awarded to a technically qualified complying bidder who submits the lowest financial bid on item wise lowest cost basis, before expiry of the bid validity period.

**ACCEPTANCE LETTER (LETTER OF INTENT)**

The procuring agency / Purchaser shall send the Acceptance letter (Letter of Intent) to the successful bidder /supplier/ transporter, prior to the expiry of the Bid validity period of the Bid, which shall constitute as Contract, until execution of the formal Contract. However, the Procuring Agency / Purchaser reserves exclusive rights to cancel/annual or amend the Letter of Intent at any time without giving any reason thereof.

**BID VALIDITY PERIOD**

The bid shall remain valid for 30 days from the tender opening date till the execution of the Contract.

Bids/Tenders shall be presented in Pak Rupees and should be inclusive of all charges and taxes in the performance of the contract.

The Prices quoted will remain fixed throughout the contract period.

**SUPPLY PERIOD**

The supply of the required quantity of spices shall be completed within a period of fifteen (15) working days from the date of placing of purchase / work order.

**PAYMENT:**

The Payment against supply of aforesaid items / goods will be made on the submission of sale tax invoice or running bills, GRN duly verified by USCP authorized representative and further approved by concerned Manager and upon fulfilment of other obligations stipulated in the contact, which shall not exceed 60 days in any case. (All applicable taxes will be deducted from the payments as per prescribe Government rules).

**SUB-CONTRACTING**

The supplier/contractor cannot assign or transfer and sub-contract its interest/obligations under the Contract without prior written permission of the USCP.

**PARTIAL BIDDING**

Partial bidding is not allowed.

**NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing that its bid has been accepted.

Upon the successful Bidder's furnishing of the performance guarantee, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

The enforcement of the Contract shall be governed by Rule 44 of the Public Procurement Rules, 2004.

**NEGOTIATIONS:**

Negotiations may be made with the most advantageous bid (lowest evaluated bidder) relating to the following:

* Reductions of quantity due to budgetary reasons:
* Delivery arrangements.
* The methodology for provision of related services.
* Payment arrangements.
* Clarifying documents that were not apparent or could not be finalized at the time of bidding

There shall be no negotiation concerning the scope of work or changing of cost in accordance with rule 40 of the Public Procurement Rules’ 2004.

**SIGNING OF CONTRACT:**

At the same time as the Procuring Agency notifies the successful most advantageous Bidder that its bid has been accepted, the Procuring Agency (USCP) will send the Bidder the Contract Form provided in the bidding documents, incorporating all terms and conditions as agreed between the parties for signing. Immediately after the redressal of grievance by the GRC, and after fulfilment of all conditions of the contract, the successful bidder and USCP will sign the contract.

**ISSUANCE OF PURCAHSE ORDER:**

The Agreement shall take effect immediately from the effective date of the Purchase/Supply/work Order and continue to remain in full force till the completion of supply /task/ assignment or delivery of the required items/ goods satisfactorily. The successful bidders/vendors shall deliver/supply the required items as per the schedule given in the Purchase / Work order.

**LIQUIDATED DAMAGES:**

Penalty for the delayed supplies shall be as under:-

1. No penalty on supply of required equipment within the stipulated time.
2. 0.5% per kg per day penalty shall be imposed for every day of delay after the due time a sum equivalent to the delivered price of the delayed goods and up to maximum deduction of the performance guarantee.

Repetitive Delay by the contractor/supplier in the performance of its delivery and service obligations may render the supplier /contractor/ transporter liable to any or all the following sanctions:

1. Forfeiture of its bid security/ performance guarantee and / or
2. Termination of the contract for default.

**CORRUPT AND FRAUDULENT PACTICES**

The Procuring Agency requires that the Bidders/ Suppliers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such agreements and contracts.

The Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Application/Bid submission, and to have them audited by auditors appointed by the Procuring Agency.

Any communication between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide a record of the content of communication.

The Procuring Agency (USCP) will reject an application or bid or proposal if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract. The Procuring Agency will also declare the Applicant as blacklisted in accordance with Rule 19 of the Public Procurement Rules, 2004 and the predefined standard mechanism.

**APPLICABLE LAW:**

The contract shall be governed and interpreted in accordance with the laws of Pakistan.

**ASSIGNMENT:**

Neither USCP nor the supplier shall assign, in whole or in part, obligations under this contract.

**RESOLUTION OF DISPUTES**

In the case of any dispute concerning the interpretation and /or application of this contract shall be settled through arbitration.

**ARBITRATION:**

In case of any dispute arising out of the agreement, Managing Director USC will be the sole Arbitrator and his decision shall be binding on both the parties.

**BLACKLISTING**

The procuring agency (USCP) shall blacklist a bidder or vendor in accordance with Rule-19 of the Public Procurement Rules, 2004.

**REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES**

Redressal of grievances by the procuring agency as per Clause 48 of PPRA Rule 2004.

1. The procuring agency shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

1. Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.
2. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.
3. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
4. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.
5. The GRC shall investigate and decide upon the complaint within ten days of its receipt.
6. Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

**INTEGRITY PACT**

The supplier will be required to submit a signed Integrity Pact on a stamp paper of appropriate value as part of their response. The text of Integrity Pact is available in file**.**

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**OTHER TERMS AND CONDITIONS**

**GENERAL INSTRUCTIONS TO THE BIDDERS**

* The interested Suppliers themselves will be responsible for ensuring that the Bids submitted are in accordance with the instructions stated herein. Any bid not submitted within the prescribed deadline will not be considered / entertained.
* The intended Supplier cannot modify or withdraw its bid after submission.
* The bids/proposals submitted by the Supplier shall be technically evaluated as per the eligibility/evaluation criteria/terms and conditions mentioned above.
* Upon successfully evaluated/awarding of contract, the supplier shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the Agreement to any other Supplier/ Service provider or Organization by whatever name be called without the prior written consent of the designated USCP Official.
* In case the quality of the material is not found as per specifications, the same shall not be accepted and be returned to the Supplier at his risk & cost and USCP reserves the right to forfeit the entire Performance Guarantee.
* USCP reserves the right to cancel/nullify the received financial proposals/ quotes on the basis of rates reasonability.

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**ANNEX”A’**

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**UTILITY STORES CORPORATION OF PAKISTAN (PRIVATE) LIMITED (USC)**

**Date: \_\_\_\_\_\_\_\_\_**

**FORMAT FOR BIDDING**

**Name of Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Proprietor/Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Office Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address of Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell #.\_\_\_\_\_\_\_\_\_\_\_\_E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sale Tax Registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Copy attached). National Tax No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Copy attached).**

**Bid Security Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Items** | **Tendered Quantity in Kgs** | **Offered Quantity** | **Rates in Rs./Kg** | **Per Kg Rates (in words)** | **Worth/ Amount (Rs.)** |
| Red Chilli (HB-Whole) | 40,000Kg |  |  |  |  |
| Haldi (Phalli) | 20,000Kg |  |  |  |  |
| Dhania (Goli) | 15,000Kg |  |  |  |  |
| Black Pepper | 10,000Kg |  |  |  |  |
| White Zeera | 15,000Kg |  |  |  |  |
| Dar Chini | 1,000Kg |  |  |  |  |
| Big Allaichi | 1,000Kg |  |  |  |  |
| Green Allaichi | 500Kg |  |  |  |  |
| Clove | 500Kg |  |  |  |  |
| Sounf | 500Kg |  |  |  |  |
| Anardana | 500Kg |  |  |  |  |
| Ajwaien | 500Kg |  |  |  |  |
| **Total Bid Amount:-** | | | | | Rs. |
| **Amount of Bid Security 2% of Total Bid:-** | | | | | Rs. |

Note: **Performance Guarantee shall be submitted by the successful bidder @ 5% of the contract amount at the time of signing of Contract.**

**Pay Order/DD will be accepted in original otherwise bid will not be entertained**.

* We undertake, if our bid is accepted to deliver the stock of Spices in accordance with the delivery schedule specified in the schedule of requirements.
* If our bid is accepted we undertake to furnish a performance security (Guarantee) in the form of pay order/D.D within the time specified in the bidding documents.

**Signature**

**Name of Authorized Person with Official Seal**

**To signed bid for and on behalf of**

**Organization Name**

**Annex”B”**

****

**Integrity Pact**

**DECLARATION OF FEES,COMMISSION AND BROKERAGE ETC.**

**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN**

**CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contract Value: **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contract Title: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.

**M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. hereby declares that it has not obtained or induced the procurement of any contract right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, **M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. represents and warrants that it has full declared the brokerage, commission, fees tec. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural of juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

**M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warrant. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **M/s \_\_\_\_\_\_\_\_\_\_\_\_**. Après to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by **M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**. as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Buyer] [Seller/Supplier]

**Annex” C”**

**DELIVERY SCHEDULE:**

The successful bidder shall be liable to supply the requisite services at their own expenses and within the specified time which shall be mentioned by USCP in respective “Call-off Orders” that shall be issued from time to time.

Affidavit for Non-Blacklisting of Firm [PRINT ON STAMP PAPER] Non-judicial stamp paper (with a value of Rs.100) Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AFFIDAVIT**

It is hereby solemnly confirmed and declared that M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_, is declaring on oath that that Applicant; \_\_\_\_\_\_\_\_\_\_\_ is not in bankruptcy or liquidation proceedings \_\_\_\_\_\_\_\_\_\_ has never been declared ineligible/blacklisted by Government / Semi – Government / Agency or Authority or any employer till date due to the any reasons\_\_\_\_\_\_\_\_\_\_\_\_\_is not making any misrepresentations or concealing material fact and detail\_\_\_\_\_\_\_\_\_\_\_\_\_ has not been convicted of, fraud , corruption, collusion or money laundering\_\_\_\_\_\_\_\_\_\_\_\_ is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations ; and \_\_\_\_\_\_\_\_\_\_\_\_ does not fall within any of the circumstances for ineligibility or disqualifications.

(Stamp of Company)

(Signatures of Authorized Rep)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attestation by Oath Commissioner and/or Notary Public

***CONTRACT AGREEMENT DEED FOR SPICES’S***

This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_ between Utility Stores Corporation of Pakistan Pvt. Limited (USCP), Head Office Plot No 2039, Jinnah Avenue, Blue Area, Islamabad (herein after called the first Party of the one part) and M/s **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (herein after called the second party of the other part). Whereas the 2nd party will deliver the following items in accordance with Purchase Orders to 1st party at USC Own Brands site Plot No: 290-A, Industrial Area, I-9/3, Islamabad. This agreement shall subsist commencing from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_. However, the agreement can be terminated before expiry date after completion of supply. The detail of quantity to be delivered and rates are given as under:-

|  |  |  |  |
| --- | --- | --- | --- |
| S.No | Name of Item | QTY  (In Kg & M.Ton) | Rates in Rs. Per kg |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

**Now this agreement witnesseth as follows:-**

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

* The Bid Form and the Price Schedule submitted by the Bidder.
* The Schedule of Requirements.
* The Specifications/Bid Evaluation Criteria.
* Contract Agreement.
* Bid Security.
* Performance Guarantee
* Any other detail not on consistent with the Public Procurement Rules, 2004 that USCP may deem necessary.

1. **Other terms and conditions of agreement would be as follows**:-

The 1st Party shall make payment to the second Party for the above stock on the submission of sale tax invoice or running bills, GRN duly verified by USCP authorized representative and further approved by concerned Manager and upon fulfilment of other obligations stipulated in the contact, which shall not exceed 60 days in any case. (All applicable taxes will be deducted from the payments as per prescribe Government rules).

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1. The Supplier shall supply 100% of the required items as agreed in tender and ordered by USC, failing which the performance guarantee of the non-supplied items shall be deducted at the rate of 5% of the Contract amount.
2. All applicable taxes will be deducted from the payments as per prescribe Government rules.
3. The Supplier would be responsible for the quality of services/goods at the time of delivery. The authorized representative of the USCP will ensure the quality as specified.
4. The Suppliers are required to provide the following type of spices as per given Specifications as:

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Name of Item** | **Specification** |
| **1** | **Haldi (Phalli)** | **Dried, Colour bright yellow, fungus free, Characteristic Haldi Aroma, Taste peppery acrid.** |
| **2** | **Red Chilli HB Whole** | **Dried, Colour Red, Dandi Cut, Flavour Medium Spicy, Crop Current year.** |
| **3** | **Dhania Whole (Goli)** | **3 to 4 mm diameter, delicate fragrance white to light brown in color, clean, whole, unbroken.** |
| **4** | **Black Pepper** | **Characteristic black pepper aroma, Dried, Clean, Whole.** |
| **5** | **White Zeera** | **99% free from impurity, Characteristic White Zeera Aroma, Light brown settle down at the bottom of water glass.** |
| **6** | **Dar Chini** | **Yellowish to Reddish Brown, Characteristic fresh Aroma, Delicate and sweet flavour it shall be free from foreign flavour including mustiness, Fungi free.** |
| **7** | **Green Allaichi** | **Colour Deep green, Fast green, size 6,7,8 mm or higher, foreign matters 2% basis, immature cardamom 5%.** |
| **8** | **Big Allaichi** | **Empty Capsul 5%, Dry, Tail (One Sided), Clour brown, Characteristic Big Allaichi Aroma.** |
| **9** | **Clove** | **95% free from impurity, dried, clean, whole, un broken, without stalks must not contain any wood and brittle cloves. less than 10% headless, Head color Golden brown.** |
| **10** | **Sounf** | **Yellowish Green to dark Green in Colour, Sweetish and aromatic.** |
| **11** | **Anardana** | **100% natural light pink or brownish pink, Delicate fragrance, Dried anardana. Typical Potato aroma (free from artificial aroma)** |
| **12** | **Ajwaien** | **Characteristic Ajwaien aroma, Dried, Clean, Whole.** |

1. The sample provided by the Supplier would be sent to laboratories for inspection within delivery period so criteria should be met by the parties and the expenses will be borne by suppliers.
2. In consideration of the payments to be made by the Procuring Agency (USCP) to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency (USCP) to provide the Spices and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Agency (USCP) hereby covenants to pay the Supplier in consideration of the provision of the Spices 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.
4. At the time of delivery if the product is found substandard and not a accordance with the specifications/sample, the same will not be accepted by the Procuring Agency (USCP) from the Supplier. The stock in transit shall remain on account of 2nd party.
5. The payment against supply of required goods/services will be made after delivery on submission of sale tax invoice, duly verified by authorized representative deputed by USCP.
6. The Supply/work order will be issued by the Procuring Agency (USCP) for the required goods/items.
7. Procuring Agency (USCP) has the right to increase the tender quantity @ 15% of original procurement in accordance with Rule 42 c (iv) of the Public Procurement Rule, 2004.
8. In case of any complaint on quality at any stage the Supplier will be responsible to replace the sub-standard stock with good quality stock at their risk & cost.
9. In case of non-compliance of the above terms and conditions by the Supplier, the Procuring Agency (USCP) reserves the right to forfeit the earnest money/bid security/performance guarantee besides blacklisting of the Supplier.
10. This agreement shall take effect immediately from the effective date of the Purchase / work order and continue to remain in full force till completion of full task /assignment/ supply satisfactorily.

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1. In case of any dispute on any point of this agreement, Managing Director USCP shall be the sole arbitrator and his decision shall be final and binding on both the parties to this agreement.
2. The contract shall be governed and interpreted in accordance with the Laws of Pakistan.

**ENTIRE AGREEMENT**

This Agreement, and the other documents if referred to herein, constitute the entire agreement of the parties with respect to the subject matter hereof. This agreement supersedes all earlier agreements/representations or understandings of the Parties (whether written or oral, including, any previous correspondence between the parties) with respect to their subject matter.

**CONTRACT LANGUAGE:**

The contract and all documents relating to the contract exchanged between the parties, shall be in English. The supplier shall bear all cost of translation to English and all risks of the accuracy of such transaction.

**GOVERNING LAW JURISDICTION**

The Laws of Pakistan shall govern this Agreement and the transactions contemplated by it. The Court of Islamabad shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement and the Parties submit to the exclusive jurisdiction of such Courts.

The 2nd party/supplier shall promptly comply with all applicable federal laws, PPRA Rules and regulations made there under, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**DURATION**

This Agreement shall remain in force till the completion of the assignment satisfactorily or till the defect liability period as specified in the tender documents.

**IN WITNESS WHEREOF**, the Parties hereto have subscribed their respective hands and seals as of the day, month and year first hereinabove written

**In witness where of:**

|  |  |
| --- | --- |
| Witness (1st Party)  i) Signature**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **FIRST PARTY**  **UTILITY STORE CORPORATION**  **OF PAKISTAN (PVT) LIMITED.**    Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Manager (Own Brands)  CNIC No. |
| Witness (2nd Party)  ii) Signature**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SECOND PARTY**  **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CNIC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |