



NO.F.D (CTC-I)/03(07)/2023-2024

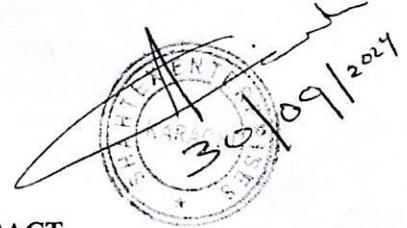
GOVERNMENT OF SINDH  
FINANCE DEPARTMENT

Karachi dated the 27<sup>th</sup> September, 2024

Ph: 021-99222113

To

Mr. Ali Haider,  
Sales Manager,  
**M/s. Shahtex Enterprises,**  
Office: Office No-2, Irshad Terrace Kunji Tulsi Das Street,  
Pakistan Chowk, Karachi.  
Tel: +92-21-32631457

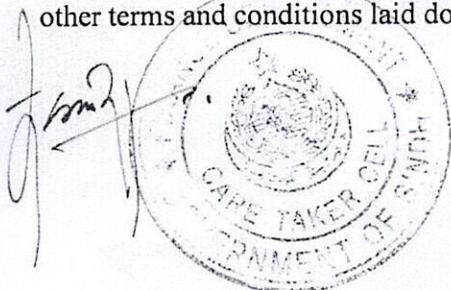


**SUBJECT: LETTER FOR ACCEPTANCE OF BID / AWARD OF CONTRACT**

References are made to the:

- a. Invitation for bids (IFB) notice floated by the Finance Department, Government of Sindh (the '**Procuring Agency**') through hoisting along with bidding document on the SPPRA's PPMS website at ID # T00526-23-0008 posted on 04.06.2024 and publishing in three (03) leading dailies of English, Urdu & Sindhi namely; 'The Express Tribune'; 'Jang'; and 'Kawish' dated 5<sup>th</sup> /7<sup>th</sup> June, 2024 vide INF-KRY No: 1824/2024 for solicitation of bids in respect of the 'Procurement of Uniform & Liveries for the establishment of Class-IV Category of Finance Department, Government of Sindh, (Secretariat) Karachi (the '**Assignment**') following the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**');
- b. Bid submitted for the following Line - Item numbers by M/s. Shahtex Enterprises (the '**Bidder**') in response to the Assignment's Tender Notice mentioned above;  
**Line-Item No. 01:** Fabric for Shalwar Kameez with Stitching  
**Line-Item No. 02:** Waist Coats (Sherwani Style)  
**Line-Item No. 03:** Mukeshan Style Men Shoes  
**Line-Item No. 04:** Men Socks
- c. Evaluation reports communicated to the Bidder by the Procuring Agency via e-mail and through R&I Section dated 18<sup>th</sup> September, 2024 and posted the same on the FD & SPPRA's PPMS website at BER ID No. BE00526-23-0008-1 posted on 18<sup>th</sup> September, 2024.

2. The undersigned is directed to refer to the subject, including references thereunder, captioned above and to communicate that the Procuring Agency, pursuant to the procurement committee's recommendations and with the approval of Competent Authority i.e. Secretary Finance has been pleased to accept /approve your bid submitted for the **Line-Item Nos. 2 and 4** with the total contract cost of **Rs. 3,775,989/- (Rupees: Three Million Seven Hundred Seventy Five Thousand Nine Hundred and Eighty Nine only)** in accordance with the criteria as well as other terms and conditions laid down in the bidding document.



Handwritten initials

Cont'd to page...2/-

3. The Bidder is, therefore, advised to furnish the following documents in pursuance of the Bidding Document.

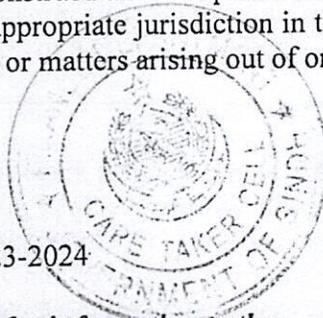
- a. Performance Security equivalent to 05% of the total contract / bid price in the shape of pay order or demand draft or bank guarantee, issued by a scheduled bank in Pakistan, in favor of the '**Drawing & Disbursing Officer, Finance Department, Government of Sindh**' in the prescribed manner and format, within seven (7) business days, reckoned from the date of receipt of this letter, as required under Instructions to Bidders (ITB) Clause – 42.1 of the bidding document; and
- b. Contract or Agreement affixed e-stamp duty equivalent to 0.35% of the Contract / Bid Price or any other applicable rates prevailing on the Agreement's registry date as required under Instruction to Bidders (ITB) Clause 41.2 of the bidding document read together with Section-15 (A) of the Stamp Act, 1989 (Amended from time to time), **(a copy of draft contract is enclosed).**
- c. Integrity Pact on stamp paper duly signed & stamped by the bidder's authorized person in terms of Rule-89 of SPPRA, 2010 (As amended from time to time) **(Format of Integrity pact is enclosed).**

4. The Bidder is further advised to confirm in writing, within five (5) days, reckoned from the date of receipt of this letter, its acceptance of matters set out herein, and its willingness to execute the Contract in the form enclosed to this letter.

5. The obligations on the Bidder under this letter shall be legally binding and of contractual nature until signing the Contract.

6. The Bidder's failure to provide a written acceptance or furnish the performance security within the prescribed time or sign the Contract may result in cancellation of this letter and forfeit the Bidder's bid security submitted along with the bid.

7. This letter shall be construed and interpreted in accordance with and governed by laws of Pakistan, and the courts of appropriate jurisdiction in the province of Sindh shall have exclusive jurisdiction over all disputes or matters arising out of or relating to this letter.



(MUHAMMAD ADEEL)  
SECTION OFFICER (B&A)

NO.F.D (CTC-I)/03(07)/2023-2024

Karachi dated the 27<sup>th</sup> Sept, 2024

**A copy is forwarded for information to the:**

1. P.S to SFS (Sr/Admn), Finance Department, Government of Sindh, Karachi.
2. P.S to AFS (Sr/Admn), Finance Department, Government of Sindh, Karachi.
3. P.S to D.S (Admn & Accounts), Finance Department, Government of Sindh, Karachi.
4. Office Copy.

**Address:** Room No. 165, Ground Floor Finance Department, Government of Sindh, Building No. 06, Sindh Secretariat A.K Lodhi Block, Kamal Atta-Turk Road, Karachi-Pakistan  
E-mail: [procurementfd@finance.gos.pk](mailto:procurementfd@finance.gos.pk)

**CONTRACT AGREEMENT FOR**

**PROCUREMENT OF UNIFORM & LIVERIES FOR THE STAFF OF CLASS-  
IV ESTABLISHMENT OF FINANCE DEPARTMENT, GOVERNMENT OF  
SINDH (SECRETARIAT), KARACHI**

Dated as on (MONTH) 18<sup>th</sup> Oct, 2024, (YEAR)

**Between**

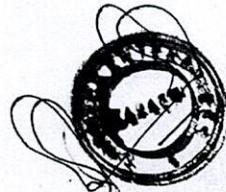
**FINANCE DEPARTMENT, GOVERNMENT OF SINDH**  
(As Procuring Agency)

**AND**

**(M/S. SHAHTEX ENTERPRISES)**  
(As Contractor)



*Yaseen Qurban*  
YASEEN QURBAN  
AFS (AGS)





1. **DURATION OF THE AGREEMENT:**

The Agreement shall be for the duration of Six (06) months from the date of signing of this Agreement unless otherwise terminated earlier by either Party in accordance with the provisions of this Agreement; (the Agreement Period).

2. **CHANGE IN SCHEDULE OF REQUIREMENT:**

- 2.1 The Procuring Agency changes to a Schedule of Requirement before the supply of Goods commence and / or during Goods provided and each party has signed a Contract Change Note in Procuring Agency standard format identifying and agreeing the changes to be made. Until such time as the Contract Change Note is signed by both parties, the contractor will continue to supply the goods described in the "Schedule of Requirement".
- 2.2 In the event of a conflict between these Standard Terms & Conditions and the Schedule of Requirement, the later shall prevail.

3. **CONSIDERATION:**

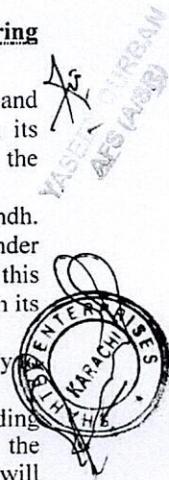
- 3.1 The Consideration of the supply of goods as stated in Schedule of Requirement shall be total amounting of Rs. 3,775,989/- (Rupees: Three Million Seven Hundred Seventy Five Thousand Nine Hundred & Eighty Nine only) inclusive of all applicable taxes & any other levies.
- 3.2 In consideration of the payments to be made by the Procuring Agency to the Contractor as herein mentioned under this Contract, the Contractor hereby covenants with the Procuring Agency to execute and complete the Goods hereinafter as stated in schedule of Requirement and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- 3.3 The Procuring Agency hereby covenants to pay the contractor, in consideration of the execution and completion of the goods as per provisions of the Contract, the Contract Price or such other sum as may become payable of the Contract, at the times and in the manner prescribed by the Contract.
- 3.4 The prices for the supply of goods are subject to firm & final, if either Federal or Provincial Governments imposes any Taxes / Duties or any other levies which directly affect the cost of the Goods, the contract cost shall not be enhanced or revised in any reason, whatsoever.

4. **REPRESENTATIONS AND WARRANTIES:**

4.1 **Representation and Warranties of the Contractor:**

4.1.1 **The Contractor represents and warrants to the Procuring Agency that:**

- (a) It is a company incorporated under the laws of Pakistan, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (b) Its registered office is situated in the Province of Sindh.
- (c) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.
- (d) It has the financial standing, technical ability and capacity to perform its obligations under this Agreement.
- (e) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.

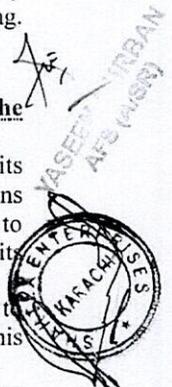


- (f) It is subject to the laws of Pakistan, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder.
- (g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it or they or is or are a party or by which it or they or any of its or their properties or assets is bound or affected.
- (h) There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement.
- (i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Department which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.
- (j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement.
- (k) All rights and interests given to the Contractor under this Agreement shall pass to and vest in the Procuring Agency or its nominee on the Expiry Date or the Termination Date, whichever is earlier, free and clear of all liens, claims and encumbrances; and
- (l) No representation or warranty by it contained herein or in any other document furnished by it to the Procuring Agency or to any Government Department pursuant to this Agreement contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

4.2 **Representation and Warranties of the Procuring Agency:**

4.2.1 **The Procuring Agency represents and warrants to the Contractor that:**

- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.
- (b) It has taken all necessary actions under the applicable laws to authorize the execution, delivery and performance of this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof.



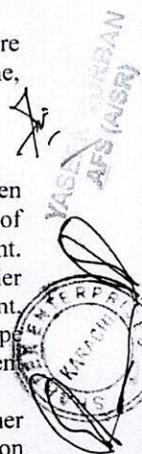
**4.3 Disclosure:**

In the event that any occurrence of circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

**5. FORCE MAJEURE:**

- 5.1 A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date materially and adversely affects the performance by such affected Party (the Affected Party) of its obligations under or pursuant to this Agreement; provided, however, that, such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the Affected Party through the exercise of diligence and reasonable care.
- 5.2 Without limiting the generality of the foregoing, Force Majeure Events hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the requirements above:
- (a) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
  - (b) Any strike & lockout, work-to-rule, go-slow, or analogous labor action that is politically motivated or is widespread or nationwide; or
  - (c) Any lightning, fire, earthquake, tsunami, flood, storm, cyclone, typhoon, or tornado;
  - (d) Explosion, chemical contamination, radioactive contamination or ionizing radiation;
  - (e) Epidemic, pandemic or plagues; or
  - (f) Any change in law or legislation, any decision or order of governmental authorities or judicial authorities that impedes the performance under this Agreement.
- 5.3 Notwithstanding anything contained herein, the Affected Party shall, as soon as practicable, and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or from the date of having knowledge thereof, notify the other Party, of the occurrence of the Force Majeure Event by the issuance of a notice in writing (the Force Majeure Notice).
- 5.4 The Parties shall, as soon as practicable upon the receipt of the Force Majeure Notice and in any case within five (5) days from the date of receipt of the same, convene a meeting, along with the convener, to:
- i) Assess the impact of the underlying Force Majeure Event;
  - ii) Determine the likely duration of Force Majeure Event; and
  - iii) Formulate damage mitigation measures and the steps to be undertaken by the Parties for resumption of the obligations, the performance of which had been affected by the Force Majeure Event.
- 5.5 Upon occurrence of the Force Majeure Event, the obligations of the Parties under this Agreement shall be suspended for the duration of the Force Majeure Event, provided however that the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and/or of the effects of the same.
- 5.6 If a Force Majeure Event subsists for a continuous period of ninety (90) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party.

YASIR HANIF  
AFS (AFR)



6. **CONTRACT LANGUAGE:**

The contract and all document relating to the contract, exchanged between the contractor and the Procuring Agency, shall be in English. The contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

7. **STANDARDS:**

The Goods supplied under this Contract against the "Purchase Order", shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative Standards appropriate to the Goods, country of origin. Such Standards shall be the latest issued by the concerned institution.

8. **INSPECTIONS & TESTS:**

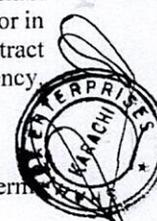
- 8.1 The Procuring Agency or its representatives/Committee shall have the right to inspect and /or to test the Goods to conform their conformity to the Contract specifications at no extra cost to the Purchase. The Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Contractor in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
- 8.2 The inspection and test may be conducted on the premises of the Contractor or its sub-contractor, if any or at the point of delivery, and /or at the Goods' final destination. If conducted on the premises of the Contractor or its sub-contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the goods, and the supplier shall either replace the rejected Goods or make alterations necessary to meet specifications requirements free of cost to the Procuring Agency.
- 8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Procuring Agency's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Procuring Agency or its representative prior to the Goods' shipment from the Factory/Warehouse.

9. **PACKING:**

- 9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract.
- 9.2 The Packing shall be sufficient to withstand, without limitation, rough handling during the transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.3 The packing, marking and documentation within & outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the Contract Agreement, and in any subsequent instructions ordered by the Procuring Agency.

10. **DELIVERY AND DOCUMENTS:**

- 10.1 Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Schedule of Requirements.
- 10.2 For purposes of the Contract, DDP Trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, installation, insurances & warranties, if any, etc.



**11. TRANSPORTATION:**

The Contractor is required under this Contract to transport the Goods to a specified place of destination within the Procuring Agency's Office, transport to such place of destination in the Procuring Agency's Office, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Contractor and related costs shall be included in the Contract Price.

**12. WARRANTY:**

- 12.1 The Contractor warrants that the Goods supplied under the Contract are Original, new and unused, of the most recent lot, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the Procuring Agency's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 The warranty shall remain valid for minimum Six (06) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 The Procuring Agency shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the contractor shall, within the period of 24-hours and with all reasonable speed, replace the defective Goods or parts thereof, without costs to the Procuring Agency.
- 12.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified above, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Contractor under the Contract.

**13. PATENT RIGHT:**

The contract shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

**14. EXECUTION SCHEDULE:**

The Contractor shall submit an execution Schedule, giving details of goods rendered, as required under the contract, to the Procuring Agency, immediately after the signing of Contract Agreement.

**15. PAYMENT:**

The contractor shall submit an application for payment, in the prescribed form, to the Procuring Agency. The application for payment shall be accompanied by the such invoices, receipts or other documentary evidence as the Procuring Agency may require; state the amount claimed; and set forth in detail, in order of the price schedule, particulars of the Goods provided, up to the date of the application for payment and subsequent to the period covered by the last preceding certificate of payment, if any. Payment shall not be made in advance. The Procuring Agency will make payment for the Goods provided, to the contractor, as per Government policy, in Pak Rupees, through cross Cheque issued by Accountant General Sindh Office, Karachi within Thirty (30) Working Days from the date of submission of Invoice by the Contractor.

YASEEN URBAN  
AFS (MOR)



16. **PRICE:**

The contractor shall not charge prices for the Goods provided and for other obligations discharged, under the contract, varying from the prices quoted by the contractor in the Quotation.

17. **ASSIGNMENT / SUB-CONTRACT:**

The contractor shall not assign or sub-contract its obligations under the contract, in whole or in part, except with the Procuring Agency prior written consent. The contractor shall guarantee that any and all assignees or sub-contractors of the contractor shall, for performance of any part or whole of the goods under the contract, comply fully with the terms and conditions of the contract applicable to such part or whole of the goods under the contract.

18. **LIQUIDATED DAMAGES:**

If the contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the contract the Procuring Agency may, without prejudice to any other right of action/remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.25% of the contract Price which attributable to such part of the services as cannot, in consequence of the failure/delay, be put to the intended use, for every day between the scheduled delivery date, with any extension of time thereof granted by the Procuring Agency, and the actual delivery date. Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

19. **BLACKLISTING:**

If the contractor fails/delays to remedy underperforming contract, as identified by the procuring agency, where underperforming is due to the fault of the contractor or supplier or willful failure to perform in accordance with the terms of contract or breach of any of the terms and conditions of the contract the Procuring Agency may, on its motion, or information provided by any party, carry out an investigation to determine a sufficient cause for blacklisting a Contractor or Supplier, either indefinitely or for a stated period, for further tenders in public sector. Further, If the contractor will found to have engaged in fraud, corruption, criminal misappropriation, theft, forgery, bribery or any other criminal offence or may involve in corrupt and fraudulent practices to obtain a procurement contract or may found guilty of tax evasion by the court or tribunal of competent jurisdiction, it may have, blacklist the contractor, either indefinitely or for a stated period, for further tenders in public sector.

20. **TAXES AND DUTIES:**

The contractor will be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department.

21. **CONTRACT COST:**

The contractor shall bear all costs/expenses associated with the preparation of the contract and the Procuring Agency shall in no case be responsible for those expenses.

22. **EXTENSION IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT:**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the contract, at any time, the Contractor shall, by the written notice served on the Procuring Agency promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the contractor's time for performance of its obligations under the Contract.

Handwritten signature and stamp:

Official stamp:

**23. EVENTS OF DEFAULT:**

**23.1 Contractor Event of Default:**

**23.1.1** Contractor Event of Default means any of the following events arising out of any acts or omissions of the Contractor and which have not occurred as a direct consequence of any Authority Event of Default, or a Force Majeure Event, and where the Contractor has failed to remedy the defects specified in the Procuring Agency's Remedial Action Notice issued in accordance with Section 24.2.1:

- (a) Any representation or warranty made by the Contractor in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Contractor's ability to perform its obligations under this Agreement and / or on the Project or having a Material Adverse Effect on the rights and/or obligations of the Authority hereunder.
- (b) The transfer of the rights and/or obligations of the Contractor under this Agreement, save and except as permitted in terms and conditions of this Agreement.
- (c) The occurrence of a Sanctionable Practice.
- (d) The Contractor entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Contractor or if the Contractor becomes unable to pay its debts as they fall due or the appointment of a receiver or administrator in respect of the Contractor, its business and assets or any re-structuring, re-organization, amalgamation, arrangement or compromise affecting the Contractor's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect.
- (e) Any other events or circumstances expressly set out in this Agreement as a Contractor Event of Default.

**23.2 Procuring Agency's Event of Default:**

**23.2.1** Procuring Agency's Event of Default means any of the following events, unless such an event has occurred as a consequence of the Contractor Event of Default, or a Force Majeure Event, and where the Procuring Agency has failed to remedy the defects specified in the Contractor Remedial Action Notice issued in accordance with Clause 24.3.1.

**23.2.2** Failure by the Procuring Agency to pay the charges to the Contractor up till the Expiry Date or the Termination Date, whichever comes earlier, in terms of Clause 3 (Consideration).

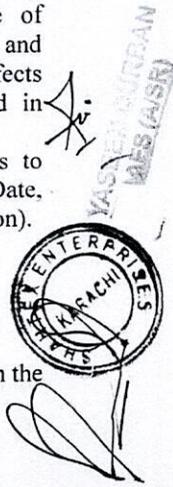
**24. TERMINATION:**

**24.1 Termination on the Expiry Date:**

Unless earlier terminated in terms hereof, this Agreement shall terminate on the Expiry Date.

**24.2 Remedy and Termination for Contractor Event of Default:**

**24.2.1** Without prejudice to any other right or remedy which the Procuring Agency may have in respect thereof under this Agreement, upon the occurrence and continuation of a Contractor Event of Default, the



Procuring Agency shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided, that before issuing the Termination Notice, the Procuring Agency shall by a notice in writing require the Contractor to remedy the underlying Contractor Event of Default (the Procuring Agency's Remedial Action Notice) within the Remedial Period;

24.2.2 In the event the underlying Contractor Event of Default is not remedied within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Procuring Agency shall be entitled to:

(a) Terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period.

24.2.3 In respect of the Contractor Event of Default, the Remedial Period provided in this Agreement shall not relieve the Contractor from liability for damages (as expressly set out in this Agreement), if any, caused by its underlying breach or default giving rise to the Remedial Action Notice.

**24.3 Remedy and Termination for Contractor Event of Default:**

24.3.1 Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence and continuation of any of the Procuring Agency's Event of Default, the Contractor shall by a notice in writing require the Procuring Agency to remedy the underlying Event of Default (the Contractor Remedial Action Notice) within the Remedial Period.

24.3.2 In the event the underlying Procuring Agency's Event of Default is not remedied by the Procuring Agency within the Remedial Period and the same is subsisting at the expiry of the Remedial Period, the Contractor shall be entitled to terminate this Agreement by issuing the Termination Notice upon expiry of the Remedial Period and the Procuring Agency shall not be liable to pay any termination compensation to the Contractor.

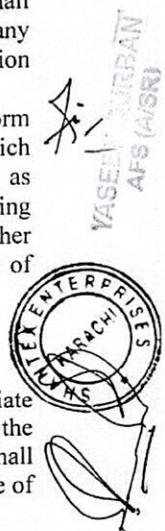
**24.4 Remedial Period:**

24.4.1 The Contractor shall have the Remedial Period to remedy the underlying Contractor Event of Default; provided however that in case of Clauses 23.1.1 (a) (c) and (d), the Procuring Agency shall have the right to immediately terminate this Agreement without any obligation to provide the Procuring Agency's Remedial Action Notice and the Remedial Period;

24.4.2 During the Remedial Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the objective, as far as possible, of ensuring continued performance of the Services, failing which the Party in breach shall be liable to compensate the other Party for any loss or damage occasioned or suffered on account of breach of conditions of this Agreement.

**24.5 End of Term Obligations on Expiry Date and/or Termination Date:**

The right of the Contractor to the payments shall stand Terminated with immediate effect and no payments shall accrue and / or be payable to the Contractor from the date of the Termination Notice; provided however that the Procuring Agency shall effect payment of the undisputed, accrued and unpaid Payments up to the date of the Contractor's receipt of the Termination Notice.



**25. DISPUTE RESOLUTION:**

**25.1. Dispute Resolution:**

**25.1.1** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party shall, in the first instance, be attempted to be resolved amicably between the Parties.

**25.1.2** The Parties agree to use their best efforts for resolving all disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.

**25.2 Arbitration:**

**25.2.1** In the event that any dispute between the Parties as to matters arising pursuant to this Agreement is not resolved amicably within thirty (30) days of receipt by one Party of the other Party's request for such amicable settlement, it shall be resolved in accordance with the following provisions:

- (a) Each of the parties unconditionally and irrevocably agrees to the submission of such dispute to binding arbitration governed by the Arbitration Act, 1940, by appointment of a sole arbitrator that is acceptable to both the Parties.
- (b) Each of the Parties unconditionally and irrevocably agrees to accept the award rendered by the Arbitrator as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator.
- (c) The cost of the arbitration shall initially be borne by both the Parties equally, however, at the time of award, the cost shall be borne by either of the Party or both the Parties as assessed by the arbitrator.
- (d) The venue of such arbitration, including the venue of hearings and meetings of the arbitral tribunal, shall be Karachi, and the language of arbitration proceedings shall be English.
- (e) The Parties agree and undertake to carry out the award made by the Arbitrators without delay.
- (f) The Contractor and the Procuring Agency agree that an award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
- (g) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

**26. MISCELLANEOUS:**

**26.1 Entire Agreement:**

The Parties hereto acknowledge, confirm and undertake that this Agreement, as at the date hereof, constitutes the entire understanding between the Parties regarding this Assignment and supersedes all previous written and/or oral representations and/or arrangements regarding this assignment.

**26.2 Amendment:**

**26.2.1** The provisions of this Agreement may be amended or modified in writing only with the prior written consent of each of the Parties,



except for the factors on which the Contractor was declared successful including the rates quoted in its financial bid.

- 26.2.2 This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**26.3 Severability:**

- 26.3.1 The failure by any Party to exercise any right or remedy herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future exercise of such right or remedy, but the same shall continue and remain in full force and effect. All rights and remedies that any party may have at law, in equity or otherwise upon breach of any term or condition of this Agreement, shall be distinct, separate and cumulative rights and remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.

- 26.3.2 Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

**26.4 Confidentiality:**

- 26.4.1 Each of the Parties shall keep confidential and ensure that their employees, officers, consultants and advisers shall keep confidential, all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party, relating to the Assignment and shall not, without the consent of the other Party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required:
- (a) By appropriate legal and / or regulatory authorities;
  - (b) To perform its obligations under this Agreement; or
  - (c) Required to be shared with advisers in connection with the Project.

**26.5 Notices:**

- 26.5.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by mail, facsimile or email and shall be directed to the other Party at the address mentioned below:

**Authority:** Finance Department, Government of Sindh.  
**Authorized Officer:** Section Officer (B&A)  
**Address:** Room No. 165, Ground Floor, Finance Department, Government of Sindh, Building No. 06, Sindh Secretariat, A.K Lodhi Block, Kamal Atta-Turk Road, Karachi, Pakistan  
**Telephone No:** +92-21-99222111  
**E-mail:** [procurementfd@finance.gos.pk](mailto:procurementfd@finance.gos.pk)



**Contractor:** M/s. Shahtex Enterprises  
**Authorized Person:** Mr. Ali Haider  
**Address:** Office No. 2, Irshad Terrace Kunji Tulsi Das Street, Pakistan Chowk, Karachi-Pakistan  
**Telephone No:** +92-21-32631457  
**Fax No:** N/A  
**E-mail:** shahtex@yahoo.com

- 26.5.2 Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working day following the date of its delivery.
- 26.5.3 Each Party may change the above address by prior written notice to the other Party.

**26.6 Governing Law:**

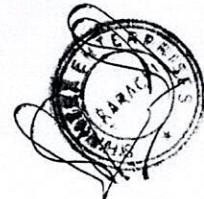
This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

**26.7 Counter Parts:**

The Agreement may be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

**26.8 Good Faith:**

Each Party shall act in good faith in exercising its rights and performing its obligations under this Agreement.

*AE*  
WASSIM QUREBAN  
AFF. (S)  


**SIGNATURE PAGE**

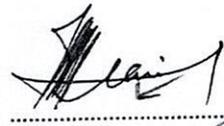
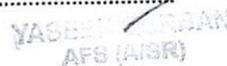
IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by their duly Authorized Officers as of the date first above written.

**AS GOVERNMENT OF SINDH**

For and on behalf of  
GOVERNMENT OF SINDH  
through SECRETARY, FINANCE DEPARTMENT  
its Authorized Signatory

**SIGNATURE:**

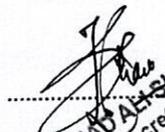
Name: Yaseen Qureshi  
Designation: Additional Secretary (A/S)  
CNIC No: 4120386145225  
Official Stamp: \_\_\_\_\_

In the Presence of:  
Signature of Witnesses:

**SIGNATURE:**

Name: Muhammad Ali  
Designation: DS (A/S)  
CNIC No: 42201-13509484-1  
Official Stamp: \_\_\_\_\_

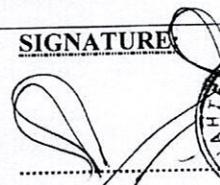
  


**AS CONTRACTOR**

For and on behalf of  
**M/s. Shahtex Enterprises**  
Through its Authorized Signatory

**SIGNATURE:**

Name: Ali Haider  
Designation: Sales Manager  
CNIC No: 42101-2450929-1  
Official Stamp: \_\_\_\_\_

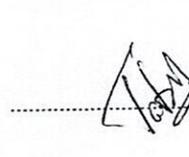

In the Presence of:  
Signature of Witnesses:

**SIGNATURES:**

Name: Sajjad Tohal  
Designation: Sales Manager  
CNIC No: 42201-6083468-7  
Official Stamp: \_\_\_\_\_


Name: Talib Hussain  
Designation: I.T. Support Person  
CNIC No: 43102-8433487-3  
Official Stamp: \_\_\_\_\_


## **SCHEDULE OF REQUIREMENT (ANNEX-X)**

This Schedule of Requirement specifies the overall scope of Procurement i.e. "Supply of Uniform items" for the staff of Class-IV Establishment of Finance Department, Government of Sindh, (Secretariat) Karachi hereinafter referred to as "Contractor" to the Finance Department, Government of Sindh hereinafter referred to as "Procuring Agency."

Sr. No	Description of item	Qty Required	Rate per Unit (Rs.) Inclusive of all Taxes	Final Total Price (Inclusive of all Applicable Taxes)
1.	Stitched size fitted Round Neck Waist Coat in Iqbal Fabric in Tropical suiting Credit-IV League with Fusing Buckram (Malaysia Opus Wonderer Color)	800-Nos	Rs. 4,399/-	Rs. 3,519,996/- (Rupees: Three Million Five Hundred Nineteen Thousand Nine Hundred & Ninety Six only)
2.	Cotton Men Socks	800-Pairs	Rs. 319.9/-	Rs. 255,993/- (Rupees: Two Hundred Fifty Five Thousand Nine Hundred & Ninety Three only)
<b>GRAND TOTAL:</b>				<b>Rs. 3,775,989/-</b>
<b>(Pakistani Rupees: Three Million Seven Hundred Seventy Five Thousand Nine Hundred and Eighty Nine Only)</b>				

**DELIVERY TIME LINE:** 100% delivery shall be made at the designated place specified in bidding document as well as in purchase order within 30-Business Days from the date of issuance of Purchase Order.

-----  
END

YASER KHAN  
AFS (WSR)

