



EXPRESSION OF INTEREST (EOI)

Procurement No: EOI/BBSUTSD/02 of 2025

TENDER DOCUMENT

HIRING CHARTERED ACCOUNTANT

AS FINANCIAL ADVISOR

(Single Stage Two Envelope Procedure)

Submission Date for Sealed EOI: April 10th, 2025, on or before 10:00 AM

**DIRECTOR FINANCE
BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY
& SKILL DEVELOPMENT, KHAIRPUR MIRS**

**Tel: +92-0243-920167,
E-MAIL df@bbsutsd.edu.pk
URL: <http://www.bbsutsd.edu.pk>**

Disclaimer

Though, adequate care has been taken while preparing this document and the information provided therein, however, it is advised that bidders must satisfy themselves for the corrections and sufficiency of the data. Any missing information or discrepancy (if any) should be intimated to this office immediately. If no information is received from any of the bidder within the time of bid submission date, it shall be presumed that this document is correct and complete in all respects, the bid will be proceeded, if considered necessary in the interest of the University.

TORS for Hiring of Chartered Accountant

1- Introduction

Benazir Bhutto Shaheed University of Technology & Skill Development, Khairpur Mirs (BBSUTSD) was established on June 06, 2016 as a public university, with mission to empower the community with hands-on technological knowledge through high-quality teaching & research environment, innovative tools & techniques, and entrepreneurial & global leadership skills with the consciousness of ethical norms & values. The affairs of the University are governed by the Syndicate and the Senate. The revenue of the University is based on government grants, donations, gifts, self-generation collection of tuition fee, sale of the tender documents etc. The University is situated in city of Khairpur Mirs District Khairpur Mirs Sindh Pakistan. The budget of the University for the Year 2023-24 is around Rs. 500 million, which is primarily funded from recurring grants from the Sindh Higher Education Commission (Sindh-HEC) , HEC-Islamabad and other funding from federal and provincial governments. The university has turnover of approximately Rs.600 Million and total assets of Rs.900 Million. The University invites technical and financial proposals from reputed firms of Chartered Accountants/ chartered Accountant with active and valid membership Institute of Chartered Accountants of Pakistan shall provide high-level advisory services, overseeing financial management and supporting strategic initiatives aimed at enhancing financial transparency, operational efficiency, and governance. The Finance Consultant shall carry out his responsibilities in accordance with professional standards including those issued by International Federation of Accountants (IFAC).

2- INVITATION FOR TECHNICAL AND FINANCIAL PROPOSALS

BBSUTSD, Khairpur Mirs invites sealed proposals from Chartered Accountant to support financial oversight and strategic improvements within our finance department. The role involves providing high-level financial insights, ensuring regulatory compliance, and enhancing operational efficiencies within the University's financial ecosystem.

3- OBJECTIVES OF THE ASSIGNMENT

The engagement of financial consultant / advisor is being hired on under part III of SPPRA rules for hiring of small consultant.

4- SCOPE of Services

The main Scope of Services for the assignment is as under:

- (i) To review, assess and reconcile annual accounts and budget identify loopholes/ gaps and suggest improvements.
- (ii) To assess the University's financial conditions and recommend strategic improvements to enhance its financial management going forward.

5- Terms of References (ToRs)

- i. Offer expert recommendations to improve financial clarity and accuracy in reporting, ensuring transparency across all levels.
- ii. Regularly assess and report on the University's financial health, highlighting areas for cost optimization and risk management.
- iii. Review and provide input on reports produced by the finance team to ensure completeness and accuracy.
- iv. Guide the annual budget process, ensuring alignment with the University's long-term goals and financial policies.

- v. Conduct a detailed assessment of this year's assigned period's financial performance, focusing on income, expenses, and overall financial strategy.
- vi. . Recommend improvements for accounting systems to maximize efficiency and accuracy.
- vii. Propose measures to enhance governance, internal controls, and regulatory compliance.

6- ELIGIBILITY CRITERIA

The Chartered Accountants Firm/ individual required to fulfill the following criteria ;

- a) Registered with Institute of Chartered Accountants of Pakistan (ICAP).
- b) Affiliated with reputable International Federation Accountants (IFAC).
- c) At least one office and engagement partner in Sindh Province.
- d) Firm/ individual should have minimum 5 years' experience of conducting financial consultancy and advisory role of major organizations but among that at least 3 years' experience to conduct financial consultancy and advisory role for Public Sector Universities / Degree Awarding Institutes.
- e) Registered with relevant tax authorities and having valid NTN and Active Tax Payer Status in Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB).
- f) Provide undertaking that no litigations are in process against the firm or its partner , if any with Public Sector entities and if so than provide complete details of such litigations.
- g) The Firm/ individual shall attach attested relevant documents or certificate to validate their eligibility vis-à-vis above requirements.
- h) The Firm/ individual shall provide an undertaking that the Firm/ individual has not been declared black listed by any Governmental / Semi Governmental institutions.
- i) A letter with technical proposal showing that bid security @ 2% of bid has been attached with the financial proposal
- j) Bidders not fulfilling the above eligibility criteria will not be considered for further Technical evaluation.

7- TECHNICAL PROPOSAL

Technical proposal should contain following information

- (i) Technical Proposals to be submitted by the bidders shall be in compliance with the requirements laid down in the scope of work. The Technical proposal shall be clearly marked as "**TECHNICAL PROPOSAL**" and placed in Sealed Envelope.
- (ii) The technical proposal should include; corporate profile, full name of the firm, number of partners, permanent addresses and evidence of formation of the firm.
- (iii) Registration with Institute of Chartered Accountants of Pakistan.
- (iv) Affiliated with International Chartered Accountants Firm.
- (v) Information about infrastructure of the firm including details of offices /branches Karachi Sindh-with list of staff strength located in Pakistan.
- (vi) Firm/ individual should have practical experience to conduct consultancy and provide advisory_role to the reputable organizations and having Consultancy and advisory experience to work with Public Sector Universities / Degree Awarding Institutes.
- (vii) Structure of the firm with list of all key personnel along with CVs
(partners, directors, senior managers etc. .Annual Financial statements and annual Tern out of the firm may also provide .
- (viii) Income Tax, GST and Sindh Provincial Sales Tax active on Tax payer list.

- (ix) Undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous body or Private Sector Organization anywhere in Pakistan
- (x) It is mandatory for the firm to provide all copies of documents. Incomplete proposals will be liable to rejection.

8. FINANCIAL PROPOSAL

- (i) The Firms are required to quote lump sum amount in Pakistani Rupees inclusive of all taxes of mentioned duration for completion of assignment in the Financial Proposal including all related expenses and all federal and provincial applicable taxes. If the applicable govt. taxes may not specifically mention in the quoted rates it will be presumed that the quoted price of firm includes all taxes.
- (ii) The Financial proposal must be submitted in a separate sealed envelope marked **FINANCIAL PROPOSAL**, on letter head, indicating the name of the firm.
- (iii) Lump sum fee quoted should be in Pak. Rupees inclusive of all applicable taxes such as SST, Income Tax, etc. If not specifically mentioned in the Quotation, it will be presumed that the price includes all taxes.

9- Time Schedule

- a. The assignment shall be completed within 90 days after start of the signing of contract agreement.
- b. The report along with management letter and certified accounts/ reconciliations shall be sent to the Director Finance, BBSUTSD, Khairpur Mirs within thirty days after completion of consultancy.
- c. Payment to the consultant shall be made within 30 days after the delivery of reports, financial statements and management letter (including suggestions and discussion with the top management of BBSUTSD, Khairpur Mis on improving internal controls and financial system of BBSUTSD by the firm.
- d. The successful bidder will be called formally to sign contract agreement and carry out the consulting within the given time period, failing which the call deposit will be forfeited in favor of BBSUTSD, Khairpur Mirs
- e. The University can provide sharing base accommodation facility on the subsidized rates to the consultant of successful bidder at the University premises, while the food arrangement shall be the responsibility of the firm.
- f. The University will not bear TA/DA and other expenditure of the consultant.

10- TECHNICAL EVALUATION CRITERIA

The proposal will be evaluated and considered in accordance with the technical proposal as well as Financial Proposal on the basis as defined in Sindh Public Procurement Regulatory Authority, Rules 2010. Criteria to be used for the selection of the firm are given in below table.

Sr. No.	Technical Evaluation Criteria	
1.	Mandatory requirements	
	Valid membership of Institute of Chartered Accountants Pakistan	Mandatory
	Undertaking that firm is not black listed by government.	
	Office in Karachi/ Hyderabad Sindh	
	Details of litigation/No litigation with Government	
	Registration with Tax Authorities and on Active Tax payer list and Income Tax and SST	
2.	Experience as on bid closing date	30
	More than 10 years	30
	More than 5 years	20
	Less than 5 years	10
3.	Consulting Experience of Public Sector Universities/ DAIs	40
	More than 6 Clients	40
	More than 03 Clients	25
	Less than 03 Clients	10
4.	Number of Financial Experts (Chartered Accountant)	15
	More than 02	15
	Less than 02	10
5.	Number of Offices	15
	More than 01	15
	One Office	10
	Total	100
	Qualifying Minimum Marks : 50	



Advertisement

BENAZIR BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY & SKILL DEVELOPMENT, KHAIRPUR

Tel: +92-0443920167,

URL: <http://www.bbsutsd.edu.pk>

INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST (EOI)

The Benazir Bhutto Shaheed University of Technology & Skill Development, (BBSUTSD), Khairpur Mirs requires services of **Chartered Accountant** shall review, assess and reconcile annual accounts and budget and also conduct consultancy and reconcile the annual accounts and budget for periods as specified in bidding document.- It will also provide high-level advisory services, overseeing financial management and supporting strategic initiatives aimed at enhancing financial transparency, operational efficiency, and governance. The firm shall carry out his responsibilities in accordance with professional standards including those issued by International Federation of Accountants (IFAC).

1. The BBSUTSD, Khairpur Mirs hereby invites EOI / proposals single stage two envelope method from well reputed qualified and experienced Chartered Accountant Professionals against the above-mentioned consultancy services. The Chartered Accountant will ensure adherence to SPPRA Guidelines and regulatory requirements of Government of Sindh, for the purpose outlined above.
2. The Selection will be based on the **Quality and Cost-Based Selection (QCBS)** method in accordance with "SPPRA Guidelines on the Use of Consultant".

S#	Description	Process Fee	Date of Purchase	Date of Submission	Date of Opening EOI
1	Expression Of Interest (EOI) For Hiring Of Chartered Accountant on short term basis As "Finance Consultant"	2000/-	24-03-2025 To 10-04-2025	10-04-2025 Up to 10:00 AM	10-04-2025 At 11:30 AM

SCOPE of Services

The main Scope of Services for the assignment is as under:

- (i) To review, assess and reconcile annual accounts and budget for the, identify loopholes/ gaps and suggest improvements.
- ii) To assess the University's financial conditions and recommend strategic goals to enhance its financial management going forward.

Qualifications & Experience:

- Chartered Accountant member with Institute of Chartered Accountants of Pakistan (ICAP).
- Registered with relevant Tax Authorities and having valid NTN and Active Tax Payer Status and Sindh Revenue Board.
- Minimum 5 years' experience of conducting financial consultancy, reporting and advisory role of major organizations but among that at least 3 years' experience to conduct financial consultancy, reporting and advisory role for Public Sector Universities / degree awarding Institutes.

ELIGIBILITY CRITERIA

- Valid member of Institute of Chartered Accountants of Pakistan.
- At least one office and engagement partner in Sindh Province.
- Provide undertaking that no litigations are in process against the firm or its partner, if any with Public Sector entities and if so than provide complete details of such litigations.
- The Firm / individual shall attach attested relevant documents or certificate to validate their eligibility.
 - k) The Firm / individual shall provide an undertaking that the Firm has not been declared black listed by any Governmental / Semi Governmental institutions.
 - l) A letter with technical proposal showing that bid security @ 2% of bid has been attached with the financial proposal
 - m) Bidders not fulfilling the above eligibility criteria will not be considered for further Technical evaluation.

The interested professionals meeting the above mentioned criteria can obtain the Expression of Interest with all details and terms & conditions from Finance Department of BBSUTSD, Khairpur Mirs or download from website (<http://www.bbsutsd.edu.pk>) or SPPRA EPADS website (<https://portalsindh.eprocure.gov.pk>) on the payment noted above (non-refundable) in form of Pay Order/DD in favour of “ T h e Benazir Bhutto Shaheed University of Technology & Skill Development, Khairpur Mirs”. The sealed document must be submitted on (EPADS) <https://sindh.eprocure.gov.pk> as well as hard copy through registered courier service to the Office of Director Finance, The Benazir Bhutto Shaheed University of Technology & Skill Development, (BBSUTSD) , Khairpur Mirs , 66020 or representative by 10-04-2025 up to 10.00 AM and same will be opened on the same day at 11:30 AM at BBSUTSD, Khairpur Mirs in presence of applicant or authorized representative. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time & venue. Any Conditional or un- accompanied of the earnest money, the tender will not be considered in the competition.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25” of said Rules.

DIRECTOR FINANCE

**Benazir Bhutto Shaheed University of Technology & Skill Development,
(BBSUTSD) , Khairpur Mirs 66020, Sindh Pakistan**

12. TERMS & CONDITIONS

- BBSUTSD invites proposals in sealed envelope (Single Package two separate sealed envelopes marked separately as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”)
- The envelope should be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters
- No Proposal /bid will be accepted after the due date and time
- The proposal /bid should be valid for sixty (60) days period
- Bidders who fail to complete and attach all relevant documents will be disqualified
- No tender document will be accepted if not properly sealed and marked
- The BBSUTSD will enter into a formal contract with the successful bidder
- Firms presenting information intentionally incorrect or fraudulent will be disqualified
- BBSUTSD will not be responsible for any cost or expense incurred by bidders in connection with preparation or delivery of bids.
- Proposals /Bids received through any other mode /addressed to any other person will not be entertained.
- Any change of information provided in the tender document that may affect delivery of services should be brought to BBSUTSD’s attention as soon as possible, failure to comply may result termination of contract
- Although adequate care has been taken in the drafting of this document, errors & omissions if any will be subject to rectification.

FIRM's PROFILE

Company Name:	
Address of Office:	
Name of Contact Person:	
Mobile #	
Telephone No: (Office)	
NTN No:	
Years of Experience:	
No. of Clients (Public Sector Universities /Degree Awarding Institutes)	

**Authorized
Signature:**

Name & Designation:

Company Seal:

Guidelines

1. There must not be any conflict of interest i.e. Firm must not be providing services to any other person/entity in conflict with BBSUTSD so as to cause any sort of conflict of interest.
2. Contract period will be for two months which is extendable.
3. All direct & indirect taxes will be deducted in accordance with the provisions of Government Rules as amended time to time.
4. Successful firm will sign a service contract and will provide the agreed services within the stipulated agreed time. If the bidder fails to provide the services a week after prescribed period of consultancy/consultancy service delivery, the contract will be terminated at bidder cost.
5. Payment of consultancy services will be made on the satisfactory completion of the services.
6. The firm must response efficiently for providing the services timely.
7. The BBSUTSD reserves the right to give multiple consultancy assignments at a time during contract period or the extended time period.
8. In case of any dispute regarding services; the decision of the BBSUTSD shall be final & binding.
9. Only applicants fulfilling the eligibility criteria will be considered for technical and financial proposals. The financial proposal of technically qualified firm will be opened for further evaluation.
10. All documents and information received by BBSUTSD from applicants will be treated in strictest confidence.
11. Documents submitted to BBSUTSD will not be returned. Financial proposal of firms not technically qualified will be return un-opened.
12. All expenses related to participation in this tender document shall be borne by the applicants.
13. The closing date and time for receipt of technical proposal and financial proposal is as mentioned in the Advertisement and will be publicly opened on same day in the conference room of BBSUTSD in the presence of the interested firms or their representatives who may wish to attend.
14. Technical and financial proposals received thereafter will not be accepted.
15. BBSUTSD reserves the right to request submission of additional information from applicants in order to clarify/further understand aspects of technical proposal, if required.
16. BBSUTSD reserves the right to verify any information provided by the applicants.
17. Questions about this technical proposal can be made only in writing through letter or an email and must be asked before closing date. For any other related information please contact Director Finance's Office BBSUTSD.

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. 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 or 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 warranty. 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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, from PA.

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

BENAZI BHUTTO SHAHEED UNIVERSITY OF TECHNOLOGY AND SKILL DEVELOPMENT "BBSUTSD" (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at ----- (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by **BBSUTSD**, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this

clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.

7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.

8. Dispute Resolution

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Khairpur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
 - b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Khairpur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may

require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.

14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
15. The Vendor indemnify **BBSUTSD** against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
16. BBSUTSD or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests BBSUTSD requires and where they are to be conducted. BBSUTSD shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
18. An effort by a Vendor to influence BBSUTSD, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of BBSUTSD.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.

20. SERVICE REQUIREMENTS

Following are the minimum requirements which the vendor/vendor for the equipment:

21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

22. DELIVERY & INSTALLATION

23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
24. Delivery period will be as communicated through emails to the vendor by client.

25. WARRANTY, MAINTENANCE AND ASSURANCE

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. SERVICES

28. BBSUTSD shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.

BBSUTSD may cancel the purchase order/ work order and may impose penalty as

liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. FORCE MAJEURE

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 TERMS OF PAYMENT

Payment of contract price shall be made in the following manner. Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor. Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Khairpur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
BBSUTSD
Khairpur, Sindh, Pakistan

Witnesses
: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC # _____

CNIC #: _____

Address: _____

Address: _____

