

**E-STAMP
(GOVERNMENT OF PUNJAB)**



PB-LHR-FE2DA2194C6EC2F3

PSID-40172610020030529

Rs 1,932,670/-

Nineteen Lac Thirty Two Thousand Six Hunder

Deed Name	: CONTRACT - 22A(b)
First Party	: Bmitco Private Limited JV Alfarooq Traders [3460209]
Second Party	: Provincial Election Commission Punjab [35202262803]
Receipt	: Usama Shawal [35201-2054571-5]
Issue Date	: 02-Oct-2026, 11:17:28 AM
Stamp Duty Paid by	: Bmitco Private Limited JV Alfarooq Traders [3460209973035]
Paid Through Challan	: 20265A7E8278B8EC

Please Write Below This Line

CONTRACTING AGREEMENT

FOR

**PROCUREMENT OF ASSORTED ELECTION MATERIAL FOR THE CONDUCT
OF UPCOMING LG ELECTIONS PUNJAB**

Tender No. P95461

BETWEEN

**PROVINCIAL ELECTION COMMISSIONER, PUNJAB
(ELECTION COMMISSION OF PAKISTAN)**

AND

M/S BMITCO, PVT. LIMITED, ISLAMABAD

JV

AL-FAROOQ TRADERS



-1-

Page 1 of 3

- b. Goods which are complete or to be completed by the Contractor within thirty (30) working days after receipt of such notice shall be accepted by the Procuring Agency at the Contract prices.

XXV. Force Majeure

- a. **Definition:** "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes that Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, storm, flood, confiscation or other action by Government agencies, and industrial actions (except where such strikes or lockouts are within the power of the Party invoking Force Majeure).
- b. **No breach of Contract:** The failure of a Party to fulfil any of its obligations under the Contract shall not be considered a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the affected Party (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed the other Party as soon as possible about the occurrence of such event.
- c. **Extension of time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. **Payments:** During the period of its inability to perform as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Contract and in reactivating performance after the end of such period.
- e. The Contractor shall not be liable for liquidated damages or blacklisting if and to the extent its failure or delay is the result of Force Majeure. If a Force Majeure situation arises, the Contractor shall, by written notice to the Procuring Agency, indicate such condition and the cause thereof and, unless otherwise directed in writing, shall continue to perform as far as is reasonably practical and seek all reasonable alternative means for performance not prevented by the Force Majeure event. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

XXVI. Dispute Resolution

- a. If any dispute of any kind whatsoever arises between the Authority and the Contractor in connection with or arising out of the Contract, including, without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination and execution, whether during the developing phase or after completion, and whether before or after the termination, abandonment or breach of the Contract, the Parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within fourteen (14) days following a notice sent by one Party to the other Party in this regard.
- b. On failure of negotiation, the dispute shall be resolved through mediation, with the mediator appointed with the mutual consent of both Parties.
- c. On failure of mediation, the dispute shall finally be resolved through binding arbitration by a sole arbitrator in accordance with the Arbitration Act, 1940. The arbitrator shall be appointed by mutual consent of both Parties. The arbitration shall take place in **Lahore, Pakistan**, and proceedings shall be conducted in the English language.
- d. The cost of mediation and arbitration shall be shared by the Parties in equal proportion; however, both Parties shall bear their own costs and lawyers' fees regarding their own



-10-

participation in the mediation and arbitration. The arbitrator may make an award of costs upon the conclusion of the arbitration making any Party liable to pay the costs of the other Party.

- e. Arbitration proceedings may be commenced prior to, during or after completion of the Contract. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Contractor any monies due to the Contractor.
- f. **Alternate Dispute Resolution (GCC):** The disputes between the Parties to the Contract may be settled in accordance with the Public Procurement Rules, 2004. The Procuring Agency shall refer the matter to the Chief Justice, Lahore High Court, or the Managing Director, PPRA, or the Secretary, Ministry of Law & Justice for appointment of an arbitrator. The fee for the arbitrator shall be specified in Pak Rupees as determined by the appointing authority and shall be borne and shared equally by the contracting Parties. Where this paragraph differs from paragraphs (b) and (c) above, the Special Conditions (paragraphs (a) to (e)) shall prevail in referring the case to the arbitrator.
- g. **Rules of procedure:** Any dispute between the Authority and a Contractor who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan, including the Arbitration Act, 1940.
- h. **Place of arbitration and award:** The arbitration shall be conducted in the English language and the place of arbitration shall be at Lahore. The award of the arbitrator shall be final and binding on the Parties.

XXVII. Statutes and Regulations

- a. The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan, unless otherwise specified in the SCC.
- b. The Contractor shall deliver the Goods in accordance with the Contract and the laws of Pakistan, and shall take all practicable steps to ensure that any of its experts, sub-bidders and subcontractors comply with the Applicable Law. The Contractor shall, in all matters arising in the performance of the Contract, conform in all respects with all Central, Provincial and Local laws, statutes, regulations and by-laws in force in Pakistan, give all notices and pay all fees required, and keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of the same.
- c. Subject to Clause XXVI, the Courts at Lahore shall have exclusive territorial jurisdiction in respect of any matter arising out of or in connection with the Contract.

XXVIII. Taxes and Duties; Change in Applicable Law

- a. The Contractor shall be entirely responsible for all taxes, duties, fees and other levies incurred until delivery of the contracted Goods to the Procuring Agency, and shall make its own inquiries with the concerned authorities of the Income Tax and Sales Tax Departments, Government of Pakistan.
- b. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related goods and services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in the SCC.



- 11 -

XXIX. Contract Cost

The Contractor shall bear all costs and expenses associated with the preparation of the Contract, and the Procuring Agency shall in no case be responsible for those costs. The successful Contractor shall provide legal stamp paper of the relevant value according to Government rules and regulations for signing of the formal Contract.

XXX. Standard of Performance

The Contractor shall deliver the product and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with third parties.

XXXI. Conflict of Interest, Fraud and Corruption, Confidentiality

- a. **Commissions and discounts:** The remuneration of the Contractor shall constitute its sole remuneration in connection with this Contract, and the Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations under the Contract, and shall use its best efforts to ensure that its personnel, any subcontractors, and agents of either of them similarly do not receive any such additional remuneration.
- b. **Affiliates not to be otherwise interested in the project:** The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Contract.
- c. **Prohibition of conflicting activities:** Neither the Contractor nor its subcontractors nor its personnel shall engage, either directly or indirectly, (i) during the term of this Contract, in any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or (ii) during the term of this Contract, hire public employees in active duty or on any type of leave to perform any activity under this Contract. The Procuring Agency reserves the right to determine on a case-by-case basis whether the Contractor should be disqualified from providing goods or services due to a conflict of the nature described in this Clause.
- d. **Fraud and corruption:** The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- e. **Confidentiality:** Except with the prior written consent of the Procuring Agency, the Contractor and its experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, including information relating to election material design, quantities, logo, seals and code marks.

XXXII. Contractor's Actions Requiring Prior Approval; Reporting Obligations

- a. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions: (i) appointing such members of personnel not provided by the Contractor; (ii) changing the Program of activities; and (iii) any other action that may be specified in the SCC.



- b. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods, as prescribed by the Procuring Agency.

XXXIII. Sustainable Procurement

The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

XXXIV. Authorized Representative

- a. The Procuring Agency and the Contractor may, at their discretion, appoint Authorized Representatives and delegate any or all of their duties or authority to them, including signing on their behalf to legally bind them, and may at any time revoke such delegation. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract may be taken or executed by the officials specified in the SCC.
- b. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other Party.
- c. Any decision, instruction or approval given by an Authorized Representative in accordance with such delegation shall have the same effect as though given by the principal.
- d. If the Contractor questions any decision or instruction of the Procuring Agency's Authorized Representative, it may refer the matter to the Procuring Agency, which shall confirm, reverse or vary such decision or instruction.

XXXV. Risk Purchase

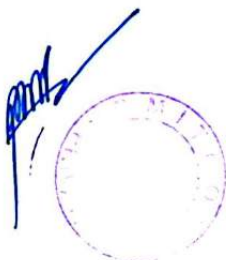
Election material is time-critical. After expiry of the prescribed delivery period, the Procuring Agency shall proceed to purchase the undelivered Goods from other sources at the risk and cost of the defaulting Contractor so as to ensure uninterrupted conduct of the elections. Where the Contractor fails to supply the items within the time prescribed in the purchase / work order, the cost of such risk purchase shall be paid by the Contractor or deducted from its invoices or Performance Guarantee.

XXXVI. Identifying and Correcting Defects; Lack of Performance Penalty

- a. **Identifying defects:** The principle and modalities of inspection of the Goods by the Procuring Agency shall be as indicated in the SCC.
- b. The Procuring Agency shall give notice to the Contractor of any defects before the end of the Contract.
- c. Every time notice of a defect is given, the Contractor shall correct or replace the defective / non-conforming Goods, free of cost, within the time specified in the Procuring Agency's notice.
- d. **Lack of performance penalty:** If the Contractor has not corrected a defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the defect corrected, and the Contractor shall pay that amount together with a penalty for lack of performance, calculated as a percentage of the cost of having the defect corrected, as specified in the SCC.

XXXVII. Integrity Pact

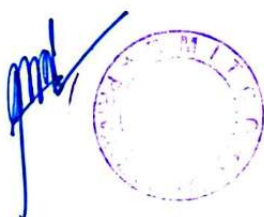
The successful Contractor shall, before award of the Contract, sign an Integrity Pact on the prescribed PPRA format on non-judicial stamp paper of appropriate stamp duty, as mandatory for all contractors of Rs.10 Million or more.



SPECIAL CONDITIONS OF CONTRACT(SCC)

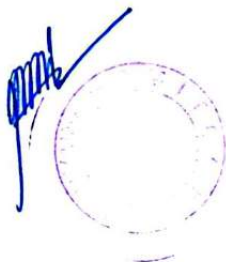
For ease of reference, certain special stipulations are as under:

Bid Security (Earnest Money)	The Contractor shall have furnished the Bid Security (Earnest Money) in the form and for the amount mentioned in the Bidding Documents, denominated in Pak Rupees. The Bid Security is liable to forfeiture if the Bidder withdraws, amends, varies or qualifies its Bid during the validity period.
Bid Validity	The Bid / offer for all items shall remain valid, firm, irrevocable and binding upon the Bidder till completion of 120 days from the date of signing of the Contract.
Delivery Period	Orders for the Goods will be placed by written work order(s) after issuance of the Letter of Acceptance. Delivery period: 45 days from the date of the work order / as specified therein.
Performance Guarantee	10.00% of the Contract Price in the form of a Bank Guarantee, to be furnished within seven (07) days of issuance of the Letter of Acceptance.
Samples and Testing	The Procuring Agency may take samples for testing from PCSIR or any other Laboratory at any stage at the expense of the contractor
Liquidated Damages for failure / delay in supply of Goods	Rate of 0.10% per day up to 10.00% of the Contract value, in accordance with the extent of performance failure and the cost of investigating such incidents, as judged by the Procuring Agency, up to a maximum equal to the Performance Guarantee.
Issue of Work Order	The Competent Authority has sole, absolute and unfettered discretion to issue, defer, partially issue or decline to issue any work order, in whole or in part, at any time up to 120 days, without assigning any reason. No claim shall lie against the Provincial Election Commission or the Competent Authority.
Integrity Pact	Mandatory on the prescribed PPRA format on non-judicial stamp paper for contracts of Rs. 10 Million or more, before award of Contract.
No Withdrawal of Bid	No bidder shall withdraw, amend, vary or qualify its Bid during the validity period. Any such withdrawal, amendment, variation or refusal to honour the Bid shall constitute a breach of the bidding conditions and shall render the bidder liable to rejection of the Bid, forfeiture of Bid Security, blacklisting / debarment, and any other action permissible under the applicable Public Procurement Rules and law.
Alternate Price	Alternate quoted price is not allowed.
Right to Reject	The Provincial Election Commissioner, Punjab / Competent Authority reserves the right to reject any item tender or all line-item tenders in accordance with Rule 33(1) of the PPRA Rules, 2004.
Identifying Defects	The Authority reserves the right at any time to inspect the premises of the provider to inspect the Goods and monitor the Goods being provided. Inspections & Tests Requirements • For being brand new, bearing relevant reference numbers of the equipment (Certificate from supplier). • For physical fitness having no damages (Certificate from supplier). • For the country of origin as quoted by the Supplier (Certificate from manufacturer). • For conformance to specifications and performance parameters, through prior-to-delivery inspection (Inspection Report by Procurement Committee / Inspection Team). • For Items 1 and 2 (Transparent Ballot Box and Screened Off Compartments; refer to the Schedule of Requirements), a sample test report from PCSIR must be furnished along with two (02) sets of samples (with sample submission / receiving letter on the company's letterhead) at the Bid opening



-14-

	stage. Moreover, the Procuring Agency may inspect samples of these items at any stage of procurement. Delivery & Documents • Copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount; • Copies of the packing list identifying the contents of each package; • Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; • Certificate of Origin/ Copy of LC/ Bill of Lading/GD. The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock. • Delivery Challan; • Goods Declaration Note (copy of GD), if applicable; • Purchase Order / Work Order / Award Letter.
Payment terms	Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.
Performance Bond	The supplier shall furnish a performance Bond on Rs.100/- Non-Judicial Stamp paper that the Goods will be supplied according to the sample / specifications as mentioned in Standard Bidding Document within the delivery time, otherwise their CDR/Bid Security and Call Deposit will be forfeited in favor of the Government.
<i>"In the event of any ambiguity, inconsistency, or conflict in the provisions of this contract agreement, the provisions of the Standard Bidding Documents shall prevail and govern to the extent of such ambiguity, inconsistency, or conflict."</i>	

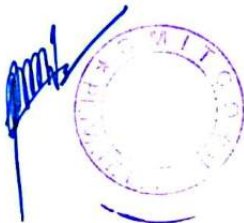


- 15 -

Contract Data

M/S BMITCO, PVT. LIMITED, ISLAMABAD JV AL-FAROOQ TRADERS

Sr. No.	Item Description	Specifications	UOM	Approx. Qty	Unit Rate (Rs.)	Total Cost Inclusive of all taxes (Rs.)
1	Transparent Ballot Box (Polypropylene) Lid for Ballot Box (Green) Lid for Ballot Box (White)	BOX: Material: Polypropylene; Length 420 mm; Width 375 mm; Height 370 mm; Approx. Weight 1755 gms (As per Sample) COVER: Material: Polypropylene; Length 423 mm; Width 383 mm; Height 14.5 mm; Approx. Weight 616.5 gms (As per Sample) COVER: Material: Polypropylene; Length 423 mm; Width 383 mm; Height 14.5 mm; Approx. Weight 616.5 gms (As per Sample)	Nos	40000 with 20000 Green Lids & 20000 White Lids	2748	109,920,000
2	Foldable Screened Off Compartments	Material: Polypropylene; Size: 580x442x1600 mm Shade Card (Curtain) with Printed Logo: Thickness 5 mm, Density 650 gsm, Virgin Material Table Board: Thickness 5 mm, Density 1200 gsm, Virgin Material Lower Portion: Thickness 4 mm, Density 1,000 gsm, Virgin Material Cover (Packing Box): Height 580 mm, Width 960 mm, Thickness 4 mm, Density 450 gsm, Virgin Material (As per Sample)	Nos	124,000	5119	634,756,000
3	Temper Evident Bag-I	215x360 mm, LDPE 30+30 micron (As per Sample)	Nos	410,000	14	5,740,000
4	Non-Woven Cloth Bag (Blue) for Retrieval of Election Material	Size 26"x42"; with 45" cord (pure cotton); strength of 80 gm/m2; double stitching inner/outer (As per Sample)	Nos	68,500	156	10,686,000
5	Non-Woven Cloth Bag (Khaki) for Election Material	Size 26"x42"; with 40" cord (pure cotton); strength of 80 gm/m2; double stitching inner/outer (As per Sample)	Nos	68,500	156	10,686,000
6	Non-Woven Cloth Bag (Sea Green) for Reserve Seats	Size 26"x42"; with 40" cord (pure cotton); strength of 80 gm/m2; double stitching inner/outer (As per Sample)	Nos	8,000	160	1,280,000
Total						773,068,000



IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with their respective laws on the day, month and year first written above.

FOR THE PROCURING AGENCY (PEC, PUNJAB)

Signature: _____

Name: ABDUL QAYYUM

Designation: JPEC, ELECTIONS

17301-2889774-7

WITNESSES (PROCURING AGENCY)

Witness No: 1

Signature: _____

Name: Naveed Ahmed

Designation: Dy. Dir (Acctt/A)

CNIC: 3830227898207

Witness No: 2

Signature: _____

Name: Dy. Dir (Admin)

Designation: Syed Shahid Ali

CNIC: 3602-2628038-1

FOR M/s. M/S BMITCO, PVT. LIMITED ISLAMABAD JV

AL-FAROOQ TRADERS

Signature: _____

Name: CH BASHIR AHMED

Designation: CEO

3460209973035

WITNESSES (CONTRACTOR)

Witness No: 1

Signature: _____

Name: Muhammad Shahid Javid Cheema

Designation: CEO, AL-Farooq Traders

CNIC: 61101-6924832-7

Witness No: 2

Signature: _____

Name: Muhammad Ammar Javed

Designation: Asst. Dir. Genl

CNIC: 61101-577612-3



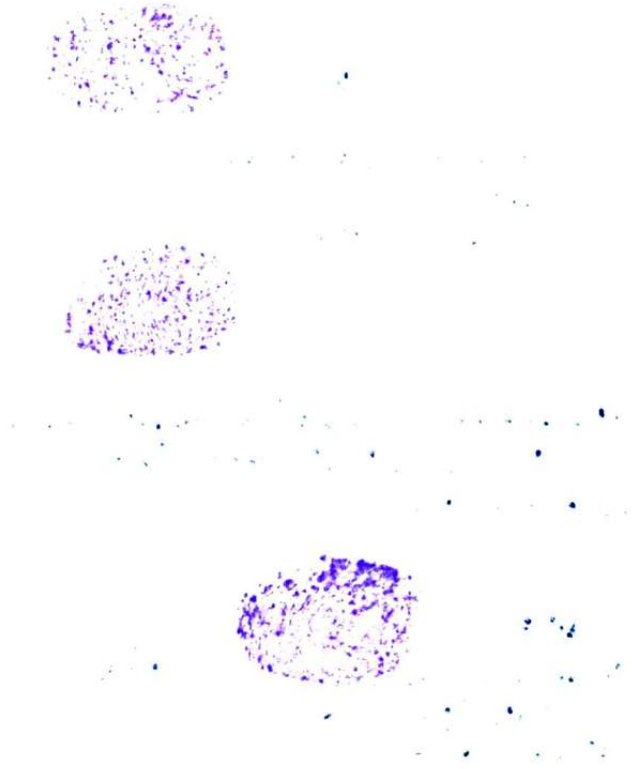
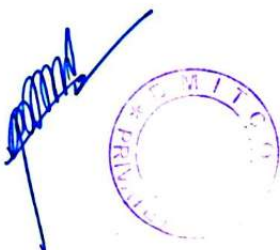


TABLE OF CONTENTS

	Agreement
	General Conditions of Contract
I	Definitions
II	Application and Interpretation
III	Contract
IV	Effectiveness, Commencement, Duration and Expiration
V	Contract Documents and Information
VI	Entire Agreement
VII	Contract Language
VIII	Notices
IX	Standards and Specifications
X	Samples, Inspection and Tests
XI	Patent Right
XII	Execution Schedule and Program
XIII	Packing
XIV	Delivery
XV	Payment
XVI	Price
XVII	Contract Amendment
XVIII	Assignment / Subcontract
XIX	Liquidated Damages
XX	Performance Guarantee
XXI	Blacklisting
XXII	Termination for Default
XXIII	Termination for Insolvency
XXIV	Termination for Convenience
XXV	Force Majeure
XXVI	Dispute Resolution
XXVII	Statutes and Regulations
XXVIII	Taxes and Duties; Change in Applicable Law
XXIX	Contract Cost
XXX	Standard of Performance
XXXI	Conflict of Interest, Fraud and Corruption, Confidentiality
XXXII	Contractor's Actions Requiring Prior Approval; Reporting Obligations
XXXIII	Sustainable Procurement
XXXIV	Authorized Representative
XXXV	Risk Purchase
XXXVI	Identifying and Correcting Defects; Lack of Performance Penalty
XXXVII	Integrity Pact
	Special Conditions of Contract
	Contract Data (Schedule of Requirements and Prices)



PB-LHR-FE2DA2194C6EC2F3



This CONTRACT AGREEMENT (this "Contract") is made on 2nd of October, 2026 between **Provincial Election Commission, Punjab (Election Commission of Pakistan), Joint Provincial Election Commissioner (JPEC Elections), 10 Court Street, Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province)** (hereinafter called "the Procuring Agency"), on the one part,

and

M/s. Bmitco Private Limited JV Al-Farooq Traders of Islamabad (hereinafter called "the Contractor" or "the Bidder"), on the other part, severally liable to the Procuring Agency for all the Contractor's obligations under this Contract and deemed to be included in any reference to the term "the Contractor".

RECITALS

WHEREAS,

- a) The Procuring Agency invited Bids for the **Procurement of Assorted Election Material for the conduct of upcoming LG Elections Punjab (Tender No. P95461)** and intends to apply a part of its budget / funds for making eligible payments under this Contract, which shall be subject in all respects to the terms and conditions of the Contract;
- b) The Procuring Agency has requested the Contractor to supply the Assorted Election Material as described in the Bidding Documents and the Schedule of Requirements; and has accepted the Bid of the Contractor for the provision of the Goods in the sum of **Rs. 773,068,000/ (Rupees Seven Hundred Seventy-Three Million Sixty-Eight Thousand only)** (hereinafter called "the Contract Price"); and
- c) The Contractor has agreed to provide such supply on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The Contractor hereby covenants with the Procuring Agency to supply the Assorted Election Material (the "Goods") and any related services, and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
3. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the provision of the Goods 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. The following documents shall be deemed to form, and be read and construed as, part of this Contract. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be the order in which they are listed below:
 - a. This form of Contract;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Special Conditions of Contract (including Special / Additional Terms & Conditions);
 - e. The General Conditions of Contract;
 - f. The Procuring Agency's Letter of Acceptance / Work Order / Purchase Order;
 - g. The Performance Guarantee and the Integrity Pact; and
 - h. Any other document acceptable to the Procuring Agency.
5. This Contract shall prevail over all other documents not listed above.



- 3 -

Page 3 of 3

PB-LHR-FE2DA2194C6EC2F3

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GENERAL CONDITIONS OF CONTRACT

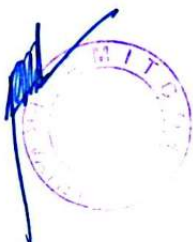
I. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated below. The terms "the Contractor", "the Bidder" and "the Supplier" are used interchangeably in this Contract.

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government's Country, or in such other country as may be specified in the Special Conditions of the Contract (SCC), as they may be issued and in force from time to time;
- b. "Procuring Agency" means: (i) any Ministry, Division, Department or any Office of the Government; or (ii) any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government. For the purposes of this Contract, the Procuring Agency is the Provincial Election Commission, Punjab (Election Commission of Pakistan);
- c. "The Contract" means an agreement enforceable by law;
- d. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "Ancillary Services" means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;
- f. "GCC" means the General Conditions of Contract contained in this section;
- g. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- h. "Day" means calendar day unless indicated otherwise;
- i. "Effective Date" means the date on which this Contract comes into force and effect;
- j. "The Contractor" means a person, firm, company or an organization who or which undertakes to supply goods, services or works;
- k. "The Project Site", where applicable, means the place or places named in the Bid Data Sheet and Technical Specifications;
- l. "Government" means the Government of Pakistan;
- m. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Goods;
- n. "Service" means any object of procurement other than goods or works;
- o. "Party" means the Procuring Agency or the Bidder, as the case may be, and "Parties" means both of them;
- p. "Foreign Currency" means any currency other than the currency of the country of the Procuring Agency;
- q. "Completion Date" means the date of completion of the Contract by the Bidder as certified by the Procuring Agency;
- r. "In Writing" means communicated in written form with proof of receipt;
- s. "Local Currency" means the currency of Pakistan.

II. Application and Interpretation

- a. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



- 4 -

- b. In interpreting these Conditions of Contract, headings and marginal notes are used for convenience only and shall not affect their interpretation unless specifically stated; references to the singular include the plural and vice versa; and the masculine includes the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

III. Contract

The Procuring Agency shall, after receipt of the Performance Guarantee from the successful Contractor, send the Contract provided in the Bidding Documents to the successful Contractor. The Contractor shall sign and date the Contract and return it to the Procuring Agency with immediate effect.

IV. Effectiveness, Commencement, Duration and Expiration

- a. **Effectiveness:** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
- b. **Commencement:** The Contractor shall confirm availability of its resources and personnel and begin carrying out its obligations not later than the number of days after the Effective Date specified in the SCC.
- c. **Duration and Expiration:** Unless terminated earlier pursuant to Clause XXIII, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC, Effective Date, i.e. 2nd October, 2026 to 30th June, 2027.

V. Contract Documents and Information

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specification(s), sample(s) or information furnished by or on behalf of the Procuring Agency in connection therewith, except for the purpose of performing the Contract, or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

VI. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

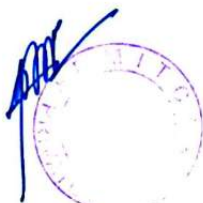
VII. Contract Language

The Contract, as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Contractor shall bear all costs of translation and all risks of the accuracy of such translation.

VIII. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

- 5 -



IX. Standards and Specifications

The Goods supplied under this Contract shall conform in all respects to the specifications and quantities as annexure already attached in SBD, given in the Schedule of Requirements, to the approved samples ("As per Sample") and to the authoritative latest standards. All items marked "Virgin Material" shall be made of virgin material only; use of recycled or reprocessed material shall constitute a breach of this Contract.

X. Samples, Inspection and Tests

- a. The Procuring Agency may take samples for testing from PCSIR at any stage of the Tender process at the expense of the Contractor / participating firms.
- b. The Contractor shall furnish: (i) a certificate from the supplier that the Goods are brand new and bear the relevant reference numbers; (ii) a certificate from the supplier that the Goods are physically fit and without damage; (iii) a certificate from the manufacturer as to the country of origin as quoted by the supplier; and (iv) the Inspection Report of the Procurement Committee / Inspection Team for conformance to specifications and performance parameters through prior-to-delivery inspection.
- c. The Procuring Agency reserves the right at any time to inspect the premises of the Contractor to inspect the Goods and monitor the Goods being provided. Such inspection shall not relieve the Contractor of any of its responsibilities under this Contract.

XI. Patent Right

The Contractor shall indemnify and hold the Procuring Agency harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, including the printed logo on the Shade Card (Curtain) of the Foldable Screened Off Compartments.

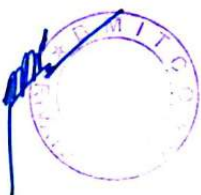
XII. Execution Schedule and Program

- a. Orders for the Goods shall be placed by written work order(s) / purchase order(s) issued by the Procuring Agency after the issuance of the Letter of Acceptance.
- b. Within three days of the commencement of the contract and its obligations, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Contractor shall carry out its obligations in accordance with the approved Program as updated.
- c. Submission or acceptance of a Bid shall not confer upon the Contractor any vested, accrued, contractual or enforceable right to the issuance of a work order, and no claim, suit, compensation, damages, loss of profit, costs or any other legal or equitable remedy shall lie against the Provincial Election Commissioner or the Competent Authority on account of delayed, partial or non-issuance of a work order. The decision of the Competent Authority shall be final, conclusive and binding.

XIII. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract, withstanding rough handling, exposure to extreme temperatures, dust and precipitation. The Contractor shall arrange and pay for the packing of the Goods, and the cost thereof shall be included in the Contract Price.

-6-



XIV. Delivery

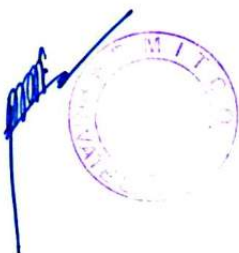
- a. The Goods shall be delivered to such locations / designated points as the Procuring Agency may approve and as specified in the SCC, within the period(s) specified in the work order(s). The Contractor shall indicate its delivery approach clearly, including packing, shipping and unpacking requirements and any special shipping constraints.
- b. The Goods shall remain at the risk and under the physical custody of the Contractor until delivery, inspection and taking over by the Procuring Agency are completed.
- c. The Contractor shall ensure that the Goods are delivered complete. If it appears to the Procuring Agency that the Goods have been or are likely to be delayed because of incomplete delivery or for any other reason, it may require the Contractor, at the Contractor's expense, to dispatch the missing items or suitable replacements by the fastest available means.
- d. The Contractor shall arrange and pay for the transport of the Goods to the place of destination specified in the Contract. Loading/unloading and all other transportation charges shall be born solely by the contractor.
- e. The following documents shall accompany delivery: (i) copies of the Contractor's invoice showing the Goods' description, quantity, unit price and total amount; (ii) copies of the packing list identifying the contents of each package; (iii) Inspection Certificate issued by the nominated inspection agency (if any) and the Contractor's factory inspection report; (iv) Certificate of Origin; (v) Delivery Challan; (vi) Goods Declaration Note (copy of GD), if applicable; and (vii) copy of the Purchase Order / Work Order / Award Letter. These documents are required even if the equipment has already been imported and is available with the supplier ex-stock.

XV. Payment

- a) Payments will be made to the Contractor according to the payment schedule stated in the SCC, after completion of the project and after fulfilment of all codal formalities.
- b) The Procuring Agency shall have the details of the Goods delivered verified against the invoice, and payment shall be made against the Goods delivered under each purchase order / work order after issuance of a satisfactory inspection certificate by the concerned committee / team.
- c) No Advance Payment will be made to Supplier. Deputy Director (GS), O/o Provincial Election Commissioner, Punjab office will make the payment after verification report (Random test) of scientific laboratory (where required), through Cheque, after deducting taxes. Relevant Separate Invoice (s) will be produced by the Supplier.
- d) The Procuring Agency shall pay the verified amount within thirty (30) days of receipt of the invoice. All payments to be released to the Contractor shall be in Pakistani Rupees, in accordance with Government policy.
- e) The Procuring Agency shall not be responsible for any delay in payment caused by the Contractor's fault, including incomplete documentation.
- f) All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, including withholding tax.

XVI. Price

The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. The prices charged by the Contractor for the Goods delivered under the Contract shall not vary from the prices quoted by the Contractor in its Bid / Price Schedule.



- 7 -

XVII. Contract Amendment

- a. The Procuring Agency may at any time, by written notice served on the Contractor, alter or amend the Contract for any identified need or requirement in the light of prevailing rules and regulations.
- b. The Contractor shall not execute any change until the Procuring Agency has allowed the said change by written order.
- c. A change mutually agreed upon shall constitute part of the obligations under this Contract.
- d. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope, may only be made by written amendment signed by both Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party. In all cases of modification or variation, the prior written consent of the Procuring Agency is required.

XVIII. Assignment / Subcontract

- a. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.
- b. The Contractor shall guarantee that any and all assignees / subcontractors shall comply fully with the terms and conditions of the Contract applicable to the part of the work assigned or sub-contracted.

XIX. Liquidated Damages

- a. If the Contractor fails to deliver any or all of the Goods or to perform its obligations within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Performance Guarantee specified in the SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to Clause XXIII.
- b. If the Contractor fails to provide services as required under the Contract, or in case of any data loss / data breach or any incident compromising data security or other such failures related to any services, the Contractor shall pay to the Procuring Agency, as liquidated damages, at a rate of **0.10% per day up to 10.00%** of the Contract value, in accordance with the extent of the performance failure and the cost of investigating such incidents, as judged by the Authority.
- c. **Correction for over-payment:** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in the SCC.

XX. Performance Guarantee

- a. From the issuance of the Letter of Acceptance, the successful Contractor shall furnish a Performance Guarantee equal to **10.00%** of the Contract Price in the form of a **Bank Guarantee**, at the discretion of the Procuring Agency and in the amount specified in the SCC.
- b. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

-8-

- c. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Agency, and shall be in the acceptable form as specified in the SCC.
- d. The Performance Guarantee shall be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in the SCC.

XXI. Blacklisting

If the Contractor fails or delays in performance of any of its obligations, violates any provision of the Contract / Letter of Acceptance, commits breach of any term or condition thereof, or is found to have engaged in corrupt or fraudulent practices in competing for the award or during execution of the Contract, the Procuring Agency may, without prejudice to any other right of action or remedy, blacklist / debar the Contractor, either indefinitely or for a stated period, from future public sector tenders in accordance with the Public Procurement Rules, 2004. Any withdrawal, amendment, variation or refusal to honour a Bid during its validity period shall likewise render the Bidder liable to forfeiture of Bid Security, performance guarantee and blacklisting.

XXII. Termination for Default

The Procuring Agency may terminate this Contract in the events specified below, by giving at least thirty (30) calendar days' written notice of termination to the Contractor, without any compensation to the Contractor, and without prejudice to any other right or remedy:

- a. if the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, or otherwise fails or delays in performance of, or breaches, any term of the Contract, and does not cure such failure within fifteen (15) working days (or such longer period as the Procuring Agency may allow in writing) after receipt of notice;
- b. if the Contractor becomes insolvent, as provided in Clause XXIV;
- c. if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings; or
- d. if, as the result of Force Majeure, the Contractor is unable to perform a material portion of its obligations for a period of not less than sixty (60) calendar days.
- e. If the Procuring Agency terminates the Contract for default, in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Contractor shall be liable for any excess costs. The Contractor shall continue performance of the Contract to the extent not terminated. In the event of termination for any reason defined in these Conditions, the Contractor shall be responsible for providing the Goods to the Authority till the time of alternate arrangements.

XXIII. Termination for Insolvency

If the Contractor (or, if the Contractor consists of more than one entity, any of its members) becomes insolvent or bankrupt, enters into any agreement with its creditors for relief of debt, takes advantage of any law for the benefit of debtors, or goes into liquidation or receivership, whether compulsory or voluntary, the Procuring Agency may, on at least thirty (30) calendar days' written notice, terminate the Contract in whole or in part without any compensation to the Contractor.

XXIV. Termination for Convenience

- a. The Procuring Agency may, in its sole discretion and for any reason whatsoever, terminate the Contract in whole or in part for its convenience by giving at least sixty (60) calendar days' written notice to the Contractor.

