BALOCHISTAN INTEGRATED WATER RESOURCES MANAGEMENT AND DEVELOPMENT PROJECT (BIWRMDP)



REQUEST FOR QUOTATION

FOR

PURCHASE, SUPPLY OF 50,000 POTTED PLANTS FOR PLANTATION AT NARI GORGE AND MUSHKAF INTEGRATED SCHEMES OF NARI BASIN IN SPRING/ MON SOON SEASON.

PK-PMU-BIWRMDP-159160-GO-RGQ

(March 2020)

Office of Project Director 215-B, Jinnah Town Quetta - Phone # 081-2870705 Fax # 081-2870704

BALOCHISTAN INTEGRATED WATER RESOURCES MANAGEMENT AND DEVELOPMENT PROJECT (BIWRMDP)

REQUEST FOR QUOTATION (RFQ) FOR

PURCHASE, SUPPLY OF 50000 POTTED NURSERY PLANTS FOR PLANTATION IN NARI GORGE AND MUSHKAF INTEGRATED SCHEMES OF NARI RIVER BASIN FOR SPRING/ MON SOON TREE PLANTATION SEASON-2020

PK-PMU-BIWRMDP-159160-GO-RFQ

Date: 3rd March, 2020

Section 1

- 1. The Government of Balochistan has obtained a loan No. 5885-PAK from the World Bank for Water Resource Management & Development in the province and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this Request for Quotations is issued. This procurement process will be conducted in accordance with the Shopping method of procurement contained in the World Bank Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated: January 2011, revised July 2014 and the procedures described herein.
- 2. The Implementing Agency Balochistan Integrated Water Resources Management and Development Project (BIWRMDP) invites quotation for Purchase, supply of 50,000 potted nursey plants in Nari Gorge and Mushkaf sub-integrated schemes under the component watershed and rangeland management. Further details are described in Section III, BOQ and Specifications. For the purpose of any resulting Contract the Implementing Agency or their named representative shall be the Project Manager.
- 3. Offerors / Firms are invited to submit their priced quotation(s) as per BOQ and specifications mentioned in Section III. Offerors / Firms must quote for all the items. Quotations will be compared, evaluated and contract will be awarded to the Firm offering the lowest evaluated total cost and that meets the eligibility criteria.
- 4. Offerors / Firm's quotation must be marked "Quotation for Purchase, supply of 50000 potted nursey plants for Plantation in Nari Gorge and Mushkaf sub-integrated schemes and submitted to: The <u>Project Director</u>, <u>Balochistan Integrated Water Resources Management and Development Project</u>, <u>215-B</u>, <u>Jinnah Town</u>, <u>Samungli Road Quetta</u>. Quotations will be evaluated and contract will be awarded to the firm offering the lowest evaluated total cost fulfilling all the eligibility criteria as per the proucuremet guidelines of the World Bank.
- 5. Where required offerors quotation should be accompanied by adequate technical documentation, catalogue(s) and other printed material or pertinent information for the item quoted.
- 6. Quotation must reach at the address indicated in Para-4 above on or before **12:00 Hours of 20**TH **March 2020**. Evaluation of quotations shall follow after the cut-off date for submission.

7. Quotation(s) should be submitted as per the instructions contained in the Quotation Documents.

<u>Prices:</u> The prices should be quoted in Pak Rupees only and should be inclusive of all supply and transportation charges to the requisite site and admissible taxes and levies.

Evaluation and Award of Contract: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility requirements outlined in the Section-II of Quotation Documents. The Purchase Order will be awarded to the firm offering the lowest evaluated price and that meets the eligibility criteria.

<u>Validity of the Offer:</u> The quotation(s) should be valid for a period of 30 days from the date for receipt of quotation(s) indicated in Paragraph 6 above.

Section II Instructions for Preparing Quotations

1. Scope of Procurement:

BIWRMDP invites price quotations for **Purchase**, **supply of 50,000 potted nursey plants in Nari Gorge and Mushkaf sub-integrated schemes for plantation** as described in the BOQ and Specifications given in Section III. The successful contractor/offerors shall be expected to complete the works within 30 days or as agreed with the Project Manager.

- 2. **Eligibility to Quote:** Contractors/Offerers are required to meet the following criteria to be eligible to quote:
 - a) The bidders/offerors must have carried out Two (02) Assignment of Supplying Plants in last 10 years.
 - b) Must be registered with Tax Authorities.

Following documents shall be required to be submitted to establish eligibility:

- a) Registration Certificate with Tax authorities.
- b) Work Orders and completion certificates demonstrating that the offerer has experience of similar nature of activity i.e. supply & transportation of plants.
- c) Detail profile of company.

The firm/ offeror (s) have to submit only one quotation for the specified activity along with submission of technical and financial Quotations.

4. **Contents of Quotation Documents**: The set of proposal documents comprises the documents listed below:

Section I Invitation to Quote

Section II Instruction for Preparing Quotations

Section III BOQ / Specifications Section IV Form of Quotation

Section V Form of Contract Agreement

Section VI Conditions of Contract

- 5. **Documents Comprising the Proposal**: The Quotation submitted by the Contractor/Offerer shall comprise the following documents:
 - (i) Form of Quotation (as per samples attached)
 - (ii) Eligibility and Experience Information (Profile)
 - (iii) Copies of taxation documents
- 6. Price Quotation: The Contract shall be for the supplies and shall be based on the unit and total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The Contractor shall fill in the rates and prices for all items of the Supplies described in the BOQ. All duties, taxes and other levies payable by the Contractor under the Contract, shall be included in the rates, prices, and total price Quotation submitted by the Contractor. The rates and prices quoted by the contractor shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.
- 7. **Item-by-Item Commentary on the Technical Requirements:** Where required the Offerers must provide an item-by-item commentary on the Implementing Entity's Technical

Requirements, demonstrating the substantial responsiveness of the overall design offered to those Requirements

- 8. Validity of Quotations. The price quotation shall remain valid for the period of 30 calendar days counted from the date of submission of Quotation. The Employer may request the contractor to extend the period of validity for a specified additional period. The Employer's request and the contractor's responses shall be made in writing or by fax or electronic mail. A contractor may refuse the request for extension of Quotation validity in which case it may withdraw its Quotation without any penalty. A contractor agreeing to the request for extension of Quotation will not be required or permitted to otherwise modify its Quotation.
- 9. **Language of the Quotation**: All documents relating to the Quotation and contract shall be in the English language.
- 10. Preparation of Quotations: The contractor shall prepare one original document of the documents comprising the Price Quotation as described in Clause 6 above, with the Form of Quotation, and clearly marked "Original". In addition, the Contractor shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The authorization shall be confirmed from a written power of attorney attached with the bid authorizing the signatory of the bid to act for and on behalf of the bidder. All pages of the bid shall be duly initialed and stamped by the authorized person. All the pages of the Quotation (Price Quotation) where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Price Quotation.

- 11. **Place and Deadline for Submission of Price Quotations:** The Price Quotations shall be delivered to the Employer at the address given in Paragraph 4 of the Invitation to Quote.
- 12. **Process to be Confidential:** Information relating to examination, clarification, evaluation and comparison of quotations and recommendation for the PO/ contract award shall not be disclosed until the award to successful Contractor has been announced.
- 13. **Evaluation and Comparison of Quotations:** The Employer will award the Contract to the contractor/ offerer whose Quotation has been determined to be substantially responsive to the proposal documents and who has offered the lowest evaluated price quotation. In evaluating the quotations, the Employer will determine for each proposal the evaluated price quotation by adjusting the price quotation by making any correction for any arithmetic errors as follows:
 - (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - (c) If a contractor/ offeror refuses to accept the correction, the project authority reserves the right to reject his Quotation.
- 15. Employer's Right to Accept Any Quotation and to Reject any or all Quotations: The Employer reserves the right to accept or reject any quotation, and to cancel the process of competition and reject any or all quotations, at any time prior to the award of Contract, without thereby incurring any liability to affected offerors.

- 16. **Employer's Right to Increase or Decrease Quantities**: The Employer, reserves the right to increase or decrease quantities of supplies before signing and during the execution of contract.
- 17. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time. Contractors are instructed not to approach the Employer after opening of quotations until the finalization of award. The Contractor whose Quotation has been accepted will be notified of the award by the Employer prior to expiration of validity period of Quotation, by registered letter. This letter will state the sum that the Employer will pay the Contractor in consideration of the execution of works, supply, installation, and commissioning of the Supplies by the Contractor as prescribed by the Contract. The written notification of award will constitute the formation of Contract.
- 18. **Interpretation**: The Employer is not responsible for any wrong interpretation of any clause of this document.

Section III

Bill of Quantities / Specifications

1. Technical Proposal

This part of the RFQ contains the BOQ/ specifications for required items.

2. Payment Criteria

Payment shall be made in the Pakistani currency (Rupees) in accordance with Clause 7 of the Conditions of Contract. The invoice will be subject to Govt. taxes as applicable and set by the Government. Submission of sales tax invoice is mandatory provided the cost of items includes the same.

3. Project Completion Timeline

The supplier/ offeror is required to complete the purchase and supply of desired saplings/ plants as per the BOQ and implementation schedule given in the contract agreement or as recommended by the project manager.

4. Warranty

The supplier/offierer should warrant that the plant saplings supplied under Contract are healthy, green, un-used, un-altered, free of diseases and they fully conform to the specifications given in this section. The bidder should further warrant that all plant saplings supplied under this Contract shall have no defect, arising from transportation or from any act or omission of the Contractor that may develop under normal use of the supplied items at the place of delivery. The supplier (s) has to compensate the loss of number of unhealthy plants affected during transportation and shall provide the exact number/ quantity as prescribed in the bill of quantity.

5. Specifications

Description	Species	Criteria of Sapling				
Purchase and Supply of Plants to the plantation sites in Nari Gorge sub-integrated scheme						
Bakra Ghulam Bolak Dephal Kalan. Kurak Margzani	Moringa, Neem, Shisham, Kikar (Babul), Local Bair, Falsa, Jaman, lasura, walyti kikar (Acacia vitoria)	 Green and healthy plants of 1.5 or 2 years with size of 2.5 to 3 ft. Should be potted/ poly tubes. Bare rooted plants will not be accepted. 				
Purchse and Supply of Plants to the plantation sites in Mushkaf sub-integrated scheme						
Mushkaf scheme	Moringa, Neem, Shisham, Kikar (Babul), Local Bair, Falsa, Jaman, lasura, walyti kikar (Acacia vitoria)	 Green and healthy plants of 1.5 or 2 years with size of 2.5 to 3 ft. Should be potted/ poly tubes. Bare rooted plants will not be accepted. 				

Balochistan Integrated Water Resources Management and Development Project (BIWRMDP)

Purchase and supply of 50000 forest seedlings for Plantation in Nari Gorge and Mushkaf Inegrated schemes in Nari Basin.

Bill of Quantities Abstract of Cost

S. No	Description	Cost (Pak Rs)			
Bill 1	Purchase and supply of plants to the plantation sites including transportation, loading and unloading cost and wastage.				
Total	Total				
Rebate/ I	Rebate/ Premium offered if any.				
Total (in	Words)				

Balochistan Integrated Water Resources Management and Development Project (BIWRMDP)

Purchase and supply of 50000 Potted Nursery Plants for Plantation in Nari Gorge and Mushkaf Integrated schemes in Nari Basin for spring tree plantation Seasons 2019-20.

Bill of Quantities

Description Jari Gorge sub-Integrated Sche Bakra Ghulam Bolak Moringa, Neem, Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa, Neem,	No N	3000 800 4000 1700 1700 1500 1800 1000	Rate (Pak Rs)	Bill No 1 Cost (Pak Rs)
Bakra Ghulam Bolak Moringa, Neem, Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No No No No No	800 4000 1700 1700 1500 1800 1000		
Moringa, Neem, Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No No No No	800 4000 1700 1700 1500 1800 1000		
Neem, Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No No No No	800 4000 1700 1700 1500 1800 1000		
Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No No No	4000 1700 1700 1500 1800 1000		
Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No No	1700 1700 1500 1800 1000		
Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No	1700 1500 1800 1000		
Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Dephal Moringa,	No No No	1500 1800 1000		
Jaman Acacia Victoria. Lasura Dephal Moringa,	No No	1800 1000		
Acacia Victoria. Lasura Dephal Moringa,	No	1000		
Lasura Dephal Moringa,				
Dephal Moringa,	No	1000		
Moringa,		l		
Moringa,				
	No	3000		
1100111.	No	600		
Shisham	No	3500		
Local Bair,	No	1500		
Falsa,	No	1500		
Acacia Nilotica (Babul)	No	1400		
, ,	No			
Lasura	No	500		
Kurrak				
Moringa,	No	2500		
Neem,	No	500		
Shisham	No	800		
Local Bair,	No	700		
Falsa,	No	500		
Acacia Nilotica (Babul)	No	700		
Jaman	No	700		
Acacia Victoria.	No	200		
Lasura	No	400		
Margazani				
	No	1500		
<u> </u>				
				1
Lasura	No	150		
	Jaman Acacia Victoria. Lasura Aurrak Moringa, Neem, Shisham Local Bair, Falsa, Acacia Nilotica (Babul) Jaman Acacia Victoria. Lasura Iargazani Moringa, Neem, Local Bair, Falsa, Jaman Acacia Victoria.	Jaman No Acacia Victoria. No Lasura No Moringa, No Shisham No Local Bair, No Falsa, No Acacia Nilotica (Babul) No Jaman No Acacia Victoria. No Lasura No Moringa, No Falsa, No Acacia Victoria. No Lasura No Moringa, No Lasura No Moringa, No Local Bair, No Falsa, No Lasura No Moringa, No Local Bair, No Local Bair, No Falsa, No Local Bair, No Falsa, No Jaman No Acacia Victoria. No	Jaman No 1200 Acacia Victoria. No 800 Lasura No 500 Acacia Victoria. No 500 Moringa, No 2500 Neem, No 500 Shisham No 800 Local Bair, No 700 Falsa, No 500 Acacia Nilotica (Babul) No 700 Jaman No 700 Acacia Victoria. No 200 Lasura No 400 Iargazani No 1500 Neem, No 200 Local Bair, No 100 Falsa, No 200 Jaman No 300 Acacia Victoria. No 50	Jaman

1.5	Mushkaf Scheme - Bolan				
	Moringa,	No	2500		
	Neem,	No	400		
	Shisham	No	1700		
	Local Bair,	No	1000		
	• Falsa,	No	1100		
	Acacia Nilotica (Babul)	No	1400		
	• Jaman	No	1000		
	Acacia Victoria.	No	450		
	Lasura	No	450		
Total - Bill 1 - Carried to Abstract of Cost					
	Premiem/ Rebate offered if any				
Grand Total=					

Section IV

Form of Quotation

		Date:	/	/2020
То:				
The Project Director, Balochistan Integrated Water Resource Management and Development Project House No. 215-B, Jinnah Town, Samul	t,			
We offer to execute the Purchase, supin Nari Gorge and Mushkaf Integrate and Specifications in accordance w Quotation for the Contract Price of _numbers)	ed schemes in S ith the Condition	Spring seasons of Contra	n 2019-2 act accor (amount	0 as per BOQ mpanying this in words and
We propose to complete the Work/Ass (words and number)	signement describ	ed in the Co	ntract with	hin a period of
This Quotation and your written accep				
We hereby confirm that this Quotation the proposal documents.	complies with the	Validity of th	e Quotatio	on required by
Authorized Signature:				
Name and Title of Signatory:				
Name of Contractor:				
Address:				
_				
Phone Number:				
Fax Number, if any:				

Section V

Form of Contract Agreement

AGREEMENT

This Agreement, made the day of March, 2020, by and between
The Project Director , Balochistan Integrated Water Resources Management and Development Project, House No. 215-B, Jinnah Town, Samungli Road Quetta.
hereinafter called " The Employer" and

(name and address of Contractor hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that the Contractor supplies the items/ saplings to the given project sites as directed by the Employer and as per BOQ/ Specifications and prices given in Section III to the this agreement the Employer has accepted the Quotations submitted by the Contractor/supplier for the execution of supply of desired saplings, and the remedying of any defects therein as defect and demaged plants during transportation over a perios of contract agreement.

Now this Agreement witnessed as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the supply of plants/ sapplings and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Employer hereby covenants to pay the Contractor in consideration of the execution of supply of the related plants/ saplings and the remedying of defects wherein 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.

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

Was hereunto affixed in the presence of:
Signed, and Delivered by the said
in the presence of:
Signature of the Employer:
Signature of the Contractor:

Conditions of Contract (CC)

- 1. **Definitions**: Boldface type is used to identify the defined terms
 - (a) **The Contract** is the Contract between the Employer and the Contractor to execute, complete the supply of plants/ saplings as specified in the BOQ or in other sections of the Contract. The name and identification number of the Contract is given in the Invitation to Quote.
 - (b) **The Employer** is the party who employs the Contractor to carry out the Works. and the legal successor in title to this person(s). For the purpose of this contract, Project Director, Balochistan Integrated Water Resources Management & Development Project is the Employer.
 - (c) **The Project Manager** means the person appointed by the Employer to act as the Project Manager for the purpose of Contract and named as follows, or other person appointed from time to time by the Employer and notified to the subcontractor. The Project Manager through his representative will provide top supervision to the works / supply of goods, carried out by the contractor and certify the quality and quantity of the works / goods supplied.

The Project Manager is Team Leader (TL) of Project Supervision and Implementation Assistance Consultants (PSIAC) appointed by the Employer for Balochistan Integrated Water Resources Management & Development Project. The TL is nominee of Associated Consulting Engineers - ACE (Pvt) Ltd, the Lead Firm of ACE-CAMEOS (JV) in association with KASIB Associates, who will nominate his representative for the works.

- (d) **The Contractor/ offerer** is a person or corporate body who's Quotation to provide Supplies has been accepted by the Employer.
- (e) **The Contractor's Price Quotation** is the completed document (Invitation to Quote together with attachments) submitted by the Contractor to the Employer.
- (f) **The Contract Price** is the price stated in the **Letter of Acceptance** and thereafter as adjusted in accordance with the provisions of the Contract.
- (g) **Days** are calendar days; **months** are calendar months.
- (h) A Defect is any item supplied not in accordance with the Contract.
- (i) **The Required Completion Date** is the date on which it is required that the Contractor/offerer shall complete the supply of saplings/plants. The Required Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order in writing.
- (j) **BOQ/ Specification** means the bill of quantities (BOQ) with sufficient details to execute the work (Specification) of the Works included in the RFQ/PO/Contract and any modification or addition made or approved by the Employer. The Employer reserves the right to further elaborate the details stated in the Bill of Quantities and such elaboration shall be binding on the contractor to followed in letter and spirit without incurring any additional cost.

- k) **A Variation** is an instruction given by the Project Manager which varies the Works.
- 2. Language and Law. The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan.
- 3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.
- 4. **Contractor's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the items supplied) are Contractor's risks.
- 5. Works to be completed by the Completion Date. The Contractor/offerer shall commence execution of supply of saplings/plants on the Start Date after issuance of supply order and shall carry out with accordance to the implementation schedule as agreed between Contractor/offerer and Employer, as updated with the approval of the Project Manager, and complete them by the Required Completion Date.
- 6. Variations: The Employer reserves the right to increase or decrease the quantities of various items of BoQ and add or delete items as per site requirements upon recommendation of Project Manager. All Variations shall be included in updated Programs produced by the Contractor.
- 7. **Defects.** The Employer shall give notice to the Contractor of any violation of Terms and Condition in WO or RFQ for Defects before the end of the Defect Liability Period/Warranty Period, which begins at completion of Works. The Defect Liability Period/Warranty Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer. If the Contractor has not corrected a Defect within the time specified, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the Employer shall recover these amounts by deduction from the amounts due to the Contractor.
- 8. **Payments.** The Employer shall pay the Contractor the amounts as per following schedule:

On Completion of Works: 90 percent of the Contract Price shall be paid within thirty (30) days of completed supplies at designated location and upon submission of claim, inspection by the Project Manager or his representative and representative of the concerned Forest Officer, supported by the acceptance certificate issued by the Project Manager.

The Employer shall retain from each payment due to the Contractor, 10% of the payment until Defect Liability Period of 365 days starting from Completion Date. The total amount retained shall be repaid to the Contractor when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

On Completion of Warranty Period: Remaining 10% of the Contract Price shall be paid upon successful completion of warranty period at plantation sites staking etc.

- 9. Payments for Variations: If the work in the Variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the nature of the work in the Variation does not correspond with items in the Bill of Quantities, the Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered. The quotation by the Contractor shall be in the form of new rates for the relevant items of work. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 10. **Taxes.** The Contractor is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan and BAlochistan. In case of tax exemption, valid tax exemption certificate shall be furnished with documents.
- **11. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars, earthquakes, floods, fires, etc.
- **12. Termination:** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. A notice for terminaton shall be mandatory to be served to the other party. When either party to the Contract gives notice of a breach of Contract to the other party, the Project Manager shall decide whether the breach is fundamental or not.
 - Notwithstanding the above, the Employer may terminate the Contract for convenience
- 13. Resolution of Disputes: The Employer and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940.
- 14. Timeline: The contractor is required to complete the works and supply of items mentioned in BOQ and their installation within 4 months of issuance of Work Order or signed contract. However, the planting of plants in the nursery shall be carried out in the upcoming monsoon season of 2019 and shall be continued in parallel to construction activites and development of water source. Watering and manintenance of nursey plants will continue throughout the year after completion of civil works of nurseries and sowing through the labors hired by the contractor (s)
- **15. Tests:** If the Project Manager or any of his designated representative, during visit to the site find that the quality of any works or goods item is doubtful, he may instruct the Contractor to carry out a specified test and cost of such test shall be borne by the Contractor.

Signature of the Employer :	 	
Signature of the Contractor :	 	