

Form D: Terms and Conditions**SERVICES TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to **Shifa Foundation**. The term “Vendor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS**1) Scope of Bids**

Shifa Foundation invites bidders to provide transportation solutions for official and project-related travel needs.

- 2) Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

3) Eligible Bidders:

- I. This Invitation for Bids is open to all NTN holder Bidders from all over Pakistan
- II. Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by Shifa Foundation.
- III. Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities.

- 2) Source of Instructions:** The Vendor shall not seek nor accept instructions from any source external to **Shifa Foundation** in relation to the performance of the contract.

- 3) Assignment:** The Vendor shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

4) Corrupt, Fraudulent, Collusive and Coercive Practices:

Shifa Foundation requires that all; Bidders, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. Shifa Foundation shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices.

- 5) Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Vendor under the contract shall be the property of **Shifa Foundation** and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

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5.1) The Vendor may not communicate at any time to any other person, government or authority external to **Shifa Foundation**, any information that has been compiled through association with **Shifa Foundation** which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

6) Use of Emblem or Name: Unless otherwise agreed in writing; the Vendor shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Vendor in any way whatsoever use the name or emblem of **Shifa Foundation** in connection with its business or otherwise.

7) Observance of Law: The Vendor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8) Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Vendor must inform the Buyer of the full particulars in writing. If the Vendor is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2) If the Vendor is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of **Shifa Foundation** and/or lack of funding. In such a case the Vendor shall be reimbursed by **Shifa Foundation** for all reasonable costs incurred by the Vendor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1) Should the vendor encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

10) Complete Information: The Vendor shall provide the Buyer with all information (complete bio data / Curriculum Vitae) of its employees and staff, which will be performing or providing assistance during the service agreement.

11) Inspection and Test: The Buyer will continuously inspect and test the performance of vehicles during the contract period.

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification of vehicle, driver or any other related acts. If any such change affects the price of performance of service the Vendor and Buyer may negotiate an equitable adjustment to the

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contract, provided that the Vendor claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

13) Export License: If an export license or licenses are required for the goods/ services, the Vendor has the responsibility to obtain that license or licenses.

14) Payment Terms: Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice, goods received notes/ work completion certificate issued by the **Shifa Foundation** representative on monthly basis.

15) Ethics: The Code of Conduct to which **Shifa Foundation** expects all of its Vendors to respect is as follows;

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

15.1) Environmental Standards - Vendors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Vaccination of COVID 19
- Conservation
- Energy Use
- Sustainability

16) Rights of Shifa Foundation: Should the Vendor fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of services within the agreed delivery date(s), the buyer may, after giving reasonable notice to the Vendor, exercise one or more of the following rights:

- Procure all or part of the services from an alternate source, in which event the Buyer may hold the Vendor liable for additional costs incurred.
- Refuse to accept all or part of the Services.
- Impose a penalty of 0.5% per day for the whole amount of the contract / purchase order.
- Terminate the contract.

18) No Agency: This order does not create a partnership between the Buyer and Vendor or make one party the agent for the other for any purpose.