**Request for Quotation**

**Country: Pakistan**

**Ref: PK-FMPU MOPDSI-429882-GO-RFQ**

**Title: Procurement of Vehicles for PIU-HRU**

**Credit No. 7333-PK**

**Project ID: P180323**

**June - 2024**

**Housing and Reconstruction Unit/Project Implementation Unit (PIU**

**Federal Project Management Unit (FPMU)**

**INTEGRATED FLOOD RESILIENCE AND ADAPTATION PROJECT (IFRAP).**

**Ministry of Planning Development and Special Initiatives (MoPD&SI)**

**Section I**

**Request for Quotation**

Date: 7th June 2024

**Procurement Ref No:**  **PK-FPMU MOPDSI -429880-GO-RFQ/ PROCUREMENT OF**

**VEHICLES FOR PIU - IFRAP**

**Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUBJECT: Procurement of Vehicles**

1. The Islamic Republic of Pakistan has secured a $213 million financing from the World Bank for the Integrated Flood Resilience and Adaptation Project (IFRAP). The project aims to enhance flood risk protection, improve livelihoods, and essential services in communities affected by the 2022 floods. The project includes six components, covering infrastructure rehabilitation, strengthening hydromet and climate services, resilient housing reconstruction, livelihood support, watershed management, project management, and a contingent emergency response. The selected districts in Balochistan will benefit from the project, focusing on creating employment opportunities and sustaining enterprises. The financing will support various services and consultancies, such as mobilizing savings, training local facilitators, beneficiary training, business support facilities, developing management information systems, and monitoring and evaluation. Procurements will follow World Bank's regulations and are open to eligible firms and individuals. The World Bank will publish the procurement plan on its website.
2. You are invited to submit your price quotation(s) for **SUPPLY OF VEHICLES FOR PIU-IFRAP QUETTA** as per required specifications/requirements mentioned in Section III. You must quote for all the items under each ‘Lot’ of this Invitation. However, you may submit quotation for one or any number of ‘Lots’. The evaluation and award of contract will be on the basis of ‘Lots’. Price quotations will be evaluated for all the requirements together and PO will be awarded to the firm offering the lowest evaluated total cost for each lot.
3. Your quotation(s) must be marked **“SUPPLY OF VEHICLES FOR PIU-IFRAP QUETTA”** and addressed to: **PROJECT DIRECTOR PIU-IFRAP, Project Director** P**I**U – IFRAP, **5**7**-A** **Chaman** **Housing, Airport Road Quetta.**
4. Quotations shall be in the prescribed format.
5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph 3 is, **before 05:00 PM dated 25th June 2024.**
6. Your quotation should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing after sales service facilities in Pakistan.

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

**Prices:** The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes.

**Evaluation & Award of Purchase Order**: 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 award will be made to the firm offering the lowest evaluated price.

**Validity of the Offer**: Your quotation(s) should be valid for a period of **30 days** from the date for receipt of quotation(s) indicated in Paragraph 5 above.

**Section II**

**Instructions for Preparing Quotations**

1. **Scope of Procurement:**

PIU-IFRAP invites price quotations for the procurement of Vehicles as described in the technical specifications attached. The successful supplier will be expected to complete the delivery of Vehicles within due course.

1. **Eligibility to Quote:** Suppliers may be eligible to participate only if they:
2. Submit only one Quotation, either individually, or as a partner in a joint venture. All Quotations submitted in violation of this rule shall be rejected.
3. Submit the Quotes within Due Date and Time.
4. The Quotes should be Signed and Stamped.
5. Are substantially responsive to the technical requirements.
6. Submit their quoted items as per the prescribed format attached in this RFQ clearly, mentioning the brand/ manufacturer and model.
7. **Qualification of the Supplier:**  To qualify for award of PO, a Supplier shall meet the following minimum qualifying criteria:

The Supplier, as an authorized dealer, must demonstrate at least five years of experience in collaboration with the concerned manufacturer in distributing vehicles similar to those specified herein. This criterion ensures that the Supplier has a substantial history of collaboration with the manufacturer, indicating their familiarity and proficiency in handling vehicles of a similar nature.

1. **Site Visit**: If installation is also the defined responsibility of supplier in that case supplier, at his own responsibility, cost, and risk, is encouraged to visit and examine the Site of the Supplies and obtain all information that may be necessary for preparing the quotation and entering a Contract.
2. **Contents of Proposal Documents**: The set of proposal documents comprises the documents listed below:

Section I Invitation to Quote

 Section II Instruction for Preparing Quotations

 Section III Specifications

 Section IV Form of Quotation

 Section V Form of Contract

 Section VI Conditions of Contract Section

1. **Documents Comprising the Proposal**: The Proposal submitted by the Supplier shall comprise the following documents:

 (i) Form of Quotation (as per sample attached)

 (ii) Qualification and Experience Information

 (iii) Manufacturer’s Authorization (if applicable)

1. **Price Quotation**: The Contract shall be for the whole supplies and shall be based on the unit and total price for fixed unit rate. Prices shall be quoted entirely in Pak Rupees. The Supplier shall fill in the rates and prices for all items of the Supplies described in the specifications. All duties, taxes and other levies payable by the Supplier under the Contract, shall be included in the rates, prices, and total price Quotation submitted by the Supplier. The rates and prices quoted by the Supplier shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.
2. **Item-by-Item Commentary on the Technical Requirements:** The Offeror must provide an item-by-item commentary on the Technical Requirements, demonstrating the substantial responsiveness of the overall Goods offered to those Requirements.
3. **Validity of Quotations.** The price quotation shall remain valid for the period of thirty (30) calendar days counted from the closing date of submission of the Quotation specified in Clause 5 of Request/Invitation for Quote under Section I. The Purchaser may request the Suppliers to extend the period of validity for a specified additional period. The Purchaser’s request and the Suppliers’ responses shall be made in writing or by fax or by email. A Supplier may refuse the request for extension of Quotation validity in which case he may withdraw his Quotation without any penalty. A Supplier agreeing to the request will not be required or permitted to otherwise modify its Quotation.
4. **Language of the Quotation**: All documents relating to the Quotation and Contract shall be in the English language.
5. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for the Contract award shall not be disclosed until the award to the successful Supplier has been announced.
6. **Evaluation and Comparison of Quotations:** The Purchaser will award the Contract to the Supplier 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 Purchaser will determine for each proposal the evaluated price quotation by adjusting the price quotation by making any correction for any arithmetic errors as follows:
7. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
8. where 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;
9. if a Supplier refuses to accept the correction, his Quotation will be rejected;
10. **Purchaser’s Right to Accept Any Quotation and to Reject any or all Quotations:** The Purchaser 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 the Contract, without thereby incurring any liability to the affected Supplier(s).
11. **Purchaser’s Right to** **Increase or Decrease Quantities**: The Purchaser, reserves the right to increase or decrease quantities of supplies.
12. **Interpretation**: The purchaser is not responsible for any wrong interpretation of any

 clause of this document.

**Section III - Specifications**

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### **Scope of the Services**

The Offeror will be required to supply and implement the hardware along with software/ system, if any, as mentioned in Technical Specifications

### **Technical Proposal**

This part of the proposal should contain complete information relating technical specifications as mentioned below.

### **Project Completion Timeline**

It is assumed that the time provided to the Offeror company will be two monthsfrom the date of signing contract to the successful Offeror.

1. **Payment Terms**

Payment shall be made in the Pakistani Currency (Rupees) of the Quotation in the following manner and will be subject to the Government Taxes as applicable and set by the Government. Submission of Sales Tax Invoice is mandatory provided the cost of items includes the same.100% payment will be made after deduction of applicable taxes and duties.

### **Warranty**

The Supplier should warrant that the products supplied under the Contract are new, unused, of the most recent or current models and those that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier should further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The warranty shall remain valid for standard/agreed time period of the product(s) (if applicable). The supplier will provide full support during the warranty period.

1. **Terms and Conditions.**
* In case of any deviation from the provided technical specifications, PIU - IFRAP has right to reject the offered goods and cancel the Purchase order even if the item has been delivered.
* If the items found substandard or refurbished the goods delivered will be rejected and purchase order will be cancelled.
* In case of failure to complete the delivery within stipulated time period, liquidated damages will be imposed @ 0.5% of the Purchase Order (PO) price per week up to 10%, upon which the purchase order shall be terminated.
* Deliver schedule must also be attached with the quotation.
* All government-imposed taxes, duties will be deducted as per Government of Pakistan rules.

## SCHEDULE OF REQUIREMENTS

The delivery schedule expressed stipulates hereafter a delivery date, which is the date of delivery required.

|  |  |  |  |
| --- | --- | --- | --- |
| **S #** | **Description** | Required Delivery Schedule from the Date of Purchase Order of Award | Locations |
| 01 | Purchasing of Vehicles | After receiving Purchase Order | Project Director PIU – IFRAP , 57-A Chaman Housing, Airport Road Quetta. |

**PRICE QUOTATION**

*Note: The rates against each item/unit should be quoted in the provided space in this document.*

| **Lot #** | **S #** | **Description of Items** | **Unit** | **Qty** | **Unit****Rate Inclusive of All taxes** | **Amount** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | 01 | Double Cabin Pickup (4X4) (2700 - 2800 cc) | No | 04 |  |  |
| **2** | 02 |  Sedan (1700-1800 cc)  | No | 02 |  |  |
| **3** | 03 | Suv (2700-2800 cc) | No | 01 |  |  |
| **4** | 04 | Suv Hybrid (1400-1500 cc) | No | 01 |  |  |
| **Total Amount** |  |  |

**Quoted amount in Words\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Official Seal/ Name of the Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NTN No if any**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **GST No if any**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## TECHNICAL SPECIFICATIONS

| S # | Description of Item | Technical Specifications |
| --- | --- | --- |
| Lot No. 01 |
| 01 | Double Cabin Pickup (4X4) (2700 - 2800 cc) Color: Black/White | 4x4 Double Cabin Vehicle, 2700 – 2800cc, 4 Cylinder in-Line, DOHC 16V VN, Intercooler, RHD, 6 speed sequential ECT, Common Rail Diesel Engine (1GD-FTV(HI), Auto transmission, Automatic with power steering, cruise control, Smart key function, Immobilizer Key, Climate Control, 18 Inch Alloy (265/60R18), Cool Box, Air Bag, System (D+P+KNEE), Jack Knife Key, Fuel Capacity 80 Liter, ABS Breaks + EBD, Driving Side Adjustable Seat, Lather Interior, Multifunctional Display MID. (or equivalent) |

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| --- |
| **Lot No. 02** |
| 02 | **Sedan (1700-1800 cc) Color: Black/White** | Sedan Vehicle 1700 – 1800cc, Petrol Engine, sequential multiport fuel injection system, in line 4 cylinders, DOHC valve mechanism, cruise control, Automatic Transmission, Speed Sport Sequential Shift matic, wheel Type Alloy with CTR ornament, Fuel capacity 55 liters, Sunroof, Air Condition, Heat, ABS with break assist, leather seats, rear head rest, eco meter, In-Dash entertainment system with 8” Screen (including NAV, Internet Ready, DLNA, Voice Recognition, BT, MP3, REV CAM, Radio, USB and AUX with Video Playback), Air Bag, Rain censor, Climate control A/C, 2SRS, key mobilizer front camera, push start, day time running lamp. (or equivalent) |

|  |
| --- |
| **Lot No. 03** |
| 03 | **Suv (2700-2800 cc)****Color: Black/White** | The vehicle must have a 2,700-2,800cc turbo diesel engine with 16 valves, 6-speed automatic transmission, common rail direct fuel injection, and selectable 4WD. Additional requirements include cruise control, rear differential lock with limited slip differential, and dimensions between 4,500-5,000mm in length, 1,700-1,900mm in width and height, and 260-290mm of ground clearance. The front suspension is specified as double wishbone independent with 4-link type coil spring rear suspension including a stabilizer bar. Manufacturers must provide a three-year/100,000km warranty |

|  |
| --- |
| Lot No. 04 |
| 04 | **Suv Hybrid (1400-1500 cc)****Color: Black/White** | SUV - HYBRID b. Appropriate for transportation of 5 passengers including the driver. c. Five (5) doors: To have 4 doors for the driver and passengers, and one at the back to be able to load the goods. 2. Engine a. 1.5/1.6/2.0 Diesel/Petrol Engine with Electric Motor-powered Engine dually used b. Output minimum 110bhp 3. Fuel Consumption/emissions a. 4 L/100km or less (combined) (+/- 1) b. CO2 emissions 90g/km or less (+/- 10) 4. Drivetrain a. 2WD with 4WD drive option / AWD b. Automatic or CVT transmission only 5. Appearance a. Color: Preferably white and grey, black, silver might also be considered 6. Safety a. ESP or VSC stability control system. b. Pre-crash safety system will be considered an advantage c. EURO NCAP 5\* safety rating d. Air bags for the passengers and driver, side airbags and curtain shield airbags front & rear e. Central locking system with remote control f. Anti-theft system (immobilizer) 7. Functionality a. Electric windows front and rear b. Electric side door mirrors c. Factory installed front and rear parking aid system 8. Air condition/ heater a. Factory installed climate control air condition and heating system suitable for the environmental conditions of Cyprus. 9. Wheels and tyres a. Aluminum or Steel wheels, minimum size 17” b. Tyres must be radial, tubeless and suitable for on and off-road driving. c. Spare tyre with rim, full size or space saver acceptable 10. Accessories a. First aid kit b. 1 kg Dry powder fire extinguisher, appropriately tied/placed in boot of car. c. Two (2) sets of warning triangles. d. Set of tools required for changing tyres (including jack and wrench). e. Factory fitted or genuine manufacturer’s floor mats for driver and passengers. f. Mud flaps (front & rear). |

**Section - IV**

**Form of Quotation**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: The Project Director - IFRAP

FPMU – IFRAP , EOBI House, 7th Floor - G-10 Markaz Mauve Area Islamabad

We offer to execute the supply, installation and commissioning of (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ). We propose to complete the Supplies described in the Contract within a period of \_\_\_\_\_\_\_\_\_\_\_\_ words and number) \_\_\_\_\_\_\_\_\_calendar days from the Start Date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required

by the proposal documents.

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number, if any\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section V - Form of Contract Agreement**

AGREEMENT

This Agreement, made the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_, by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and address of Purchaser hereinafter called “the Purchaser”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and address of Supplier hereinafter called “the Supplier”) of the other part.

**Whereas** the Purchaser is desirous that the Supplier execute supplies, installation and commissioning of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and identification number of Contract hereinafter called “the Supplies”)

and the Purchaser has accepted the Quotation submitted by the Supplier for the installation and commissioning of such Supplies and the remedying of any defects therein over a warranty period of at least one year after supply.

**Now this Agreement witness 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Supplies and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the supply, installation and commissioning of the Supplies 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

The Common Seal and Binding Signature of Purchaser:

was here into affixed in the presence of:

The Common Seal and Binding Signature of Supplier:

was here into affixed in the presence of:

**Section-VI Conditions of Contract (CC)**

**1. Definitions**: Boldface type is used to identify the defined terms

(a) **The Contract** is the Contract between the Purchaser and the Supplier to execute, complete, and maintain the Supplies as specified in the specifications or in other sections of the Contract. The name and identification number of the Contract is given in the Invitation to Quote.

(b) **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser.

(c) **The Supplier’s Price Quotation** is the completed document (Invitation to Quote together with attachments) submitted by the Supplier to the Purchaser.

(d) **The Contract Price** is the price stated in the Quotation and thereafter as adjusted in accordance with the provisions of the Contract.

(e) **Days** are calendar days; **months** are calendar months.

 (f) **A Defect** is any part of the Supplies not completed in accordance with the Contract.

(g) **The Required Completion Date** is the date on which it is required that the Supplier shall complete the Supplies. The Required Completion Date may be revised only by the Purchaser by issuing an extension time or an acceleration order in writing.

(h) **Specification** means the Specification of the Supplies included in the Quotation and any modification or addition made or approved by the Purchaser.

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. **Supplier’s Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier’s risks.

5. **Supplies to be completed by the Completion Date.** The Supplier shall commence execution of the Supplies on the Start Date and shall carry out the Supplies in accordance with the work schedule submitted by the Supplier, as updated with the approval of the Project Supervisor, and complete them by the Required Completion Date.

6. **Defects.** The Purchaser shall give notice to the Supplier of any Defects before the end of the Warranty Period, which begins at completion of supplies. The Warranty Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Supplier shall correct the notified Defect within the length of time specified by the Purchaser. If the Supplier has not corrected a Defect within the time specified Purchaser will assess the cost of having the Defect corrected, and the Supplier will pay this amount, or the Purchaser shall recover these amounts by deduction from the amounts due to the Supplier.

7. **Payments.** The Purchaser shall pay the Supplier the amounts as per following schedule:

(ii) **On Acceptance:** 100 percent of the Contract Price shall be paid according to the agreed mechanism by purchaser.

8. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan.

9. **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 and acts of God such as earthquakes, floods, fires, etc.

10. **Resolution of Disputes.** The Purchaser and the Supplier 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.