



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

TENDER NOTICE

FOR SUPPLY OF OFFICE EQUIPMENT

Pakistan Telecommunication Authority is a telecom regulatory authority having its Zonal Office at Karachi invites sealed bids from the authorized retailer / distributors / suppliers/Contractors etc., registered with Income Tax and Sales Tax Departments and who are on Active Tax Payer List of FBR, for supply, installation, testing and commissioning of following office equipment:

Category	DESCRIPTION	Quantity
A	Split Inverter ACs of 1.5/1.6 ton	12
	Split Inverter ACs of 2 ton	5
B	LED TV 32"	3
	LED TV of 40"	1
C	Walk Through Gate (Multi Zone)	1
D	5KV UPS with Dry Batteries	2
E	Fire Alarm System	2

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders at Pakistan Telecommunication Authority, Zonal Office, Wireless Compound, Opp. JPMC, Rafiqi Shaheed Road, Karachi. Bidding documents can be obtained from the office of undersigned at cost of **Rs.500/-** (*cash non refundable in favor of PTA*). Bidding documents can also be downloaded from www.pta.gov.pk (free of cost).

The bids under the "**Single Stage Two Envelop Procedure**", prepared in accordance with the instructions in the bidding documents, must reach at Pakistan Telecommunication Authority, Zonal Office, Wireless Compound, Opp. JPMC, Rafiqi Shaheed Road, Karachi by **10:00AM** on or before, **17 March 2021**. Technical Bids will be opened the same day at **10:30AM** on **17 March 2021**. This advertisement is also available on PPRA website at www.ppra.org.pk.

IMRAN KHAN MEMON

Assistant Director (Enforcement), PTA, Zonal Office Karachi,
Wireless Compound, Opposite JPMC, Rafiqi Shaheed Road, Karachi.
Ph: 021-35680101, Fax: 021-35680640, Email: karachi@pta.gov.pk



Government of Pakistan

PAKISTAN TELECOMMUNICATION AUTHORITY

Zonal Office, Wireless Compound, Opp. J.P.M.C. Karachi-75530

Phone # 92-21-35680101, Fax # 92-21-35680640

www.pta.gov.pk, e-mail: karachi@pta.gov.pk

BIDDINGDOCUMENTS

Seal bids are invited from well reputed and authorized retailer/dealers/suppliers/distributors registered with Sales Tax and Income Tax Department having atleast five (5) years of relevant business experience for supply, installation, testing and commissioning of following office equipments:

Category	Description	Quantity
A	Split Inverter ACs of 1.5/1.6 ton	12
	Split Inverter ACs of 2 ton	5
B	LED TV 32"	3
	LED TV of 40"	1
C	Walk Through Gate (Multi Zone)	1
D	5KV UPS With Dry Batteries	2
E	Fire Alarm System	2

Detailed specifications of above-mentioned equipments are provided in Annex-B of this document. Notice of the bids issued on PTA's/PPRA's websites is the part of this contract document.

TERMSANDCONDITIONS

1. GENERAL INFORMATION:

- a. THE BIDDERS MAY SUBMIT BID FOR ALL OR ANY OF THE CATEGORIES AS REFERRED ABOVE. HOWEVER, FOR EACH CATEGORY SEPARATE BID (TECHNICAL & FINANCIAL) SHALL BE SUBMITTED BY THE BIDDERS AS THE ITEMS ARE INDEPENDENT OF EACH OTHER AND WILL BE EVALUATED SEPARATELY.
- b. Bidding documents duly completed in all respect will be received on or before 17th March, 2021 up to 10:00 AM. The submission and evaluation of bids will be carried out under the *"Single Stage Two Envelop Procedure"*. Technical Proposals will be opened by Technical Evaluation Committee, at PTA Zonal Office Karachi on the same day at 10:30 AM, who may choose to attend.
- c. Bid will comprise of single package containing two separate sealed envelopes. One envelop will contain the *"Technical Proposal"* and the second envelop will contain the *"Financial Proposal"*. Technically qualified bidders will be informed of date, time and venue to attend the financial bid opening. The financial bids of technically disqualified bidder will be returned un-opened.
- d. Bids should be addressed to the Zonal Director, Pakistan Telecommunication

Authority, Zonal Office, Wireless Compound, Opp. JPMC, Rafiqui Shaheed Road, Karachi.

- e. Annex-A, Annex-B and Annex-C are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
 - i. Annex-A (Part A) consists of general mandatory requirements for bidder(s).
 - ii. Annex-A (Part B) consists of technical evaluation of the bidder(s).
 - iii. Annex-A (Part C) consist of required specification of the equipment.
 - iv. Annex-B (Part A – Part E), comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly for each item, in the financial proposal in both figures and words without any ambiguity.
 - v. Annex-C, draft service agreement to be signed by both parties in order to execute the contract on specified terms and conditions.

2. COMPANY INFORMATION

- a. Name of Firm: _____
- b. Date of Establishment of Business: _____
- c. (Documentary proof of registration etc.): _____
- d. Address: _____
- e. Telephone No./ Fax No.: _____
- f. GST Reg .No.: _____
- g. National Tax No.: _____

3. EVALUATION CRITERIA

- a. Technical bids shall be opened and evaluated by technical evaluation committee in view of Annex-A, Annex- B. Bidder, obtaining at least 70% marks, shall be eligible for the participation in financial bid opening.
- b. Financial bids shall be opened and evaluated by Zonal Purchase Committee of PTA Karachi.
- c. If two or more bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.
- d. All categories are completely independent of each other and the bidder should quote its rates clearly in the financial proposal both in figures and words against **each category/ item separately**. Technical and Financial evaluation of the categories/ items will be independent of each other. Work will be awarded to **financially lowest bidder against each category/ item**

4. BID SECURITY

- a. BID SECURITY FOR EACH CATEGORY SHALL BE ATTACHED WITH RESPECTIVE FINANCIAL PROPOSAL SEPARATELY.
- b. Bid Security will be 2% of the bid amount and will be in the shape of pay order / bank draft in favor of Pakistan Telecommunication Authority. Bid Security shall be attached with the Financial Proposal (Cheque(s) will not be accepted) otherwise proposal will not be accepted.
- c. FINANCIAL BID without bid security will be rejected without any right of appeal.
- d. Bid Security of unsuccessful bidders will be returned after award of supply order to successful bidder.
- e. In case of cancellation of Supply Order due to default of the supplier, the bid security shall be forfeited in favor of Pakistan Telecommunication Authority.
- f. Performance Guarantee will be limited to 6% of the bid amount. Bid Security i.e. 2 % of the successful bidder will be converted into performance guarantee. Remaining amount of 4% of performance guarantee will be deducted at the time of final payment to successful bidder. The amount retained as performance guarantee will be released after expiry of the warranty period subject to issuance of satisfactory performance certificate by PTA Zonal Office Karachi.

5. **PRICES**

- a. The bidder should quote its rates clearly in Pak Rupees against each category/item separately, inclusive of all applicable taxes i.e. GST etc. in the financial proposal and amount in both figures and words as per format attached at **Annex-B**.
- b. The rates quoted shall remain valid for 120days from the date of opening of Technical Proposal and any escalation in dollar against Pak Rupees shall not be applicable as well as any increase in price, within validity period of 120 days, shall be borne by the bidder. No such claim shall be entertained.
- c. PTA will not bear transportation/carriage charges.

6. **PAYMENTPROCEDURE**

- a. No advance payment shall be made against the supply of equipment / software mentioned in the bidding document.
- b. Payment shall be made on provision of invoice/bill, after delivery, installation, testing and commissioning of the equipment /software at PTA Zonal Office Karachi and issuance of satisfactory completion/stock verification/physical inspection certificate by Zonal Purchase Committee.
- c. Payment shall be subject to penalty (if any) specified in this bidding document and withholding of applicable taxes as per government rules.

7. **EQUIPMENT**

- a. Equipments should be very latest models, not used or refurbished. The components of the equipment should be assembled by the manufacturer and shall be verifiable at principal manufacturer website.

- b. Equipments should be arranged through the legal channels by clearing all customs/duties/taxes (if any) levied by Govt.

8. DELIVERYPERIOD

- a. Delivery & installation of items shall be made within four (4) weeks time after issuance of supply order.
- b. Vendor will be responsible for the safe supply& installation of equipments at PTA Zonal Office Karachi with the provision of warranty / support as mentioned in the agreement.

9. AUTHORIZEDDEALER/PARTNER

- a. Bidder shall be an authorized dealer/reseller/distributor/supplier/partner of the quoted brand/manufacturer OR the bidder can also be an authorized reseller of an authorized distributor/dealer/partner etc. Certificate of dealership or any other proof from the manufacturer is required in the name of the authorized dealer of the manufacturer.

10. WARRANTY/TRAINING

- a. Vendor will be responsible for the provision of free of cost at least three (03) years onsite warranty/support, himself or through authorized service provider of the quoted brand with labor and parts.
- b. The warranty period will be considered from the actual date of delivery of equipment.
- c. Supplier shall be promptly notified by PTA in writing of any claims arising under warranty. Upon receipt of such notice, the supplier shall repair or replace the defective equipment with the same or higher specification within the time-lines provided in the certificate as per Annex-B part B-(3) of this documents, without any cost to PTA.

11. PENALTY

- a. If the supplier fails to supply the items as per supply order or within due time. Then a penalty of 0.5% per week will be charged upto maximum period of four weeks. (Atleast 04 days will be considered as one week). Thereafter, the supply orders will stand cancelled and bid security will be forfeited.
- b. A penalty of 1% of the performance guarantee per day will be charged if the faulty parts / required items replacement time exceeds the time mentioned, in the certificate provided as per Annex-A- part A-(3), **during the warranty period.**

12. DISQUALIFICATIONS

Proposals will be liable to be rejected if found non-compliant of Annex-A of this document.

13. AFFIDAVIT

- a. Affidavit on non-judicial stamp paper, to the effect that the firm has not been black listed by any government/semi government/autonomous body or company, shall be attached with technical proposal.

14. RIGHTSRESERVED

- a. Pakistan Telecommunication Authority reserves the rights to cancel the bid, accept or reject any bid as per PPRA Rules.

15. CHECKLIST

- a. Bid security in shape of bank draft/ pay order (Yes/No)
(cheques are not acceptable)
- b. Relevant documents for Annex A-B (Yes/No)
- c. List of such projects handled with copies of supply order. (Yes/No)
- d. List of clients with telephone numbers and addresses. (Yes/No)
- e. List of employees including technical staff for this project. (Yes/No)
- f. Affidavit on legal paper for not being black listed. (Yes/No)
- g. Copies of authorized dealership/ partnership (Yes/No)
etc. of the principal manufacturer for Pakistan.
- h. Specification and other requirements are met (Yes/No)
- i. Service centre is at Karachi City (Yes/No)

Technical Evaluation Criteria /Company Profile

Part A) Mandatory Requirements*	
1	Firm has to produce Sales Tax and Income Tax Registration.
2	Firm has to produce Certificate of the principal manufacturer for Pakistan as per section 9 of this bidding document.
3	Minimum five (05) years of relevant experience.
4	Firm has its office in Karachi.
5	Service/Warranty Centre of the quoted brand is in Karachi (Certificate shall be attached).
6	Bidder should be in both Active Taxpayer List of income tax and sales tax of FBR/ Provincial Revenue Authority.
7	Submission of affidavit on non-judicial stamp paper for not been black listed.
8	Minimum 01 supply order for category against which the bid is submitted.

*All supporting Documents to be attached for part A and B of this Annexure.

Technical Capabilities of Bidder

Part B) General Evaluation*			
Attributes	Max. Score	Points Earned	Criteria
Spare Parts Availability	20		Spare Parts of the quoted model and Depot facility are available at Karachi.
Replacement time for faulty under warranty equipment/parts (Certificate to be attached) (Clause 11(b) referred)	20	20	1-5 working days
		15	6-10 working days
		05	11-15 working days
Total strength of relevant Technical Staff at Karachi(List shall be attached with name, designation).	10	10	Firm has six(06) or more relevant technical staff in Karachi.
		7	Firm has more than two(02) and up to five(05) relevant technical staff in Karachi
		5	Firm has up to two(02) relevant technical staff in Karachi
Firm Experience (minimum five (05) years experience required)	25		Five (5) points will be given for each year of experience, beyond 05 years of mandatory requirement.
Projects completed of similar nature (documentary proof to be provided i.e. Supply Orders etc.)	25		Five points will be awarded for each project of same nature on provision of completion certificate.
Sub Total	100		
<i>Minimum qualifying marks are 70% in above table. All supporting Documents to be attached in sequence as per requirement.</i>			

TECHNICAL EVALUATION (PART C)-I

MANADATORY TECHNICAL SPECIFICATIONS FOR SPLIT DC INVERTER ACS OF 12X 1.5/1.6 TON SPLIT ACS & 5X 2 TON SPLIT ACS:

Split DC inverter units, Rotary compressor, Refrigerant control should be Capillary tube and In door Specified as Two way air Discharge, Auto Air Swing, Air Filter, LCD Remote control and Auto Random Restart of make Mitsubishi/ Daiken/ACSON/Panasonic or equivalent (imported) having CFM values > 1100, Sound Db value 55 max, EER value 2.8 and CoP value 3.3. Complete in all respect i.e.(outdoor and indoor) along with standard piping/ fitting and required any other items with installation.

TECHNICAL EVALUATION (PART C)-II

MANADATORY TECHNICAL SPECIFICATIONS FOR 3X LED TV OF 32" SIZE AND 1X LED TV OF 40" SIZE:

Provision & Supply of new LED TVs make Sony, Samsung, LG or equivalent with fixing and installation complete in all respect as per below minimum required specification:

- a. Full HD, 1920x1080
- b. Connectivity of analog, Wifi, USB , PC connectivity & HDMI
- c. Backlight direct LED with DOLBY audio supported
- d. Wall mount Bracket:SU-WL450(Terminal access limitation)
- e. After Sales service should be provided 24x7 during warranty period

TECHNICAL EVALUATION (PART C)-III

MANADATORY TECHNICAL SPECIFICATIONS FOR 1X WALK THROUGH GATE (MULTI ZONE):

Provision, Fixation & Installation of Walk through gate having specifications of ISO Certified, Multi Zone (08) make Garrett or equivalent including arrangements for making it functional i.e. cabling, power supply, operational training etc complete in all respects.

TECHNICAL EVALUATION (PART C)-IV

MANADATORY TECHNICAL SPECIFICATIONS FOR 2X 5KVA UPS WITH DRY BATTERIES:

Provision, Fixation & Installation of 2x 5KVA UPS with Dry Batteries make Saltec/Inverex or equivalent, Online (Double Conversion) UPS Topology with Zero Transfer Time, Smart Battery Management (SBM), Extended Battery Module (EBM), SNMP/HTTP Remote Management Capability (Optional)including arrangements for making it functional i.e. cabling, power supply, operational training etc complete in all respects with external Dry Batteries Bank for 60mins Backup 70% load 20x26Ah batteries, breaker, DC cable and other accessories.

TECHNICAL EVALUATION (PART C)-V

MANADATORY TECHNICAL SPECIFICATIONS FOR FIRE ALARM SYSTEM:

2 Zone Conventional fire-detection control panel expendable to 20 zones with battery make Honey wall or equivalent. Microcontroller board supervised by the CPU. Indicator LEDs (status, disabled, faults), 28 points of Optical smoke detector, 4 points of manual call point with resettable element and 4 points of audible signaling devices with complete installation and cabling and training.

Any inferior Specifications will be rejected

Bidder shall quote only one option, bids with multiple options will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

FINANCIAL PROPOSAL (BID FORMAT)

Date: _____

Company Name: _____

Required Specification (<u>All specs as per detail mentioned in the technical bid in accordance with Annex-A Part-C</u>)	Quoted Specification (With Brand Name)	Unit Price Inclusive of GST	Qty	Total Price Inclusive of GST
<u>12x 1.5/1.6 Ton Split ACs:</u> Split DC inverter units, Rotary compressor, Refrigerant control should be Capillary tube and In door Specified as Two way air Discharge, Auto Air Swing, Air Filter, LCD Remote control and Auto Random Restart of make Mitsubishi/ Daiken/ACSON/Panasonic or equivalent (imported) having CFM values > 1100, Sound Db value 55 max, EER value 2.8 and CoP value 3.3. Complete in all respect i.e. (outdoor and indoor) along with standard piping/ fitting and required any other items with installation.			12	
<u>5x 2 Ton Split ACs:</u> Split DC inverter units, Rotary compressor, Refrigerant control should be Capillary tube and In door Specified as Two way air Discharge, Auto Air Swing, Air Filter, LCD Remote control and Auto Random Restart of make Mitsubishi/ Daiken/ACSON/Panasonic or equivalent (imported) having CFM values > 1100, Sound Db value 55 max, EER value 2.8 and CoP value 3.3. Complete in all respect i.e. (outdoor and indoor) along with standard piping/ fitting and required any other items with installation.			5	
<u>GRAND TOTAL</u>				

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

FINANCIAL BID not accompanied with bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

FINANCIAL PROPOSAL (BID FORMAT)

Date: _____

Company Name: _____

Required Specification (<u>All specs as per detail mentioned in the technical bid in accordance with Annex-A Part-C</u>)	Quoted Specification (With Brand Name)	Unit Price <i>Inclusive of GST</i>	Qty	Total Price Inclusive of GST
<u>3x LEC TV of 32" size :</u> Provision & Supply of new LED TVs make Sony, Samsung or equivalent with fixing and installation complete in all respect as per below minimum required specification: <ul style="list-style-type: none"> a. Full HD, 1920x1080 b. Connectivity of analog, Wifi, USB , PC connectivity & HDMI c. Backlight direct LED with DOLBY audio supported d. Wall mount Bracket:SU-WL450 (Terminal access limitation) e. After Sales service should be provided 24x7 during warranty period 			3	
<u>1x LED TV of 40" size:</u> <ul style="list-style-type: none"> a. Full HD, 1920x1080 b. Connectivity of analog, Wifi, USB , PC connectivity & HDMI c. Backlight direct LED with DOLBY audio supported d. Wall mount Bracket:SU-WL450 (Terminal access limitation) e. After Sales service should be provided 24x7 during warranty period 			1	
<u>GRAND TOTAL</u>				

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

FINANCIAL BID not accompanied with bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

Annex-B
(Part-C)

FINANCIAL PROPOSAL (BID FORMAT)

Date: _____

Company Name: _____

Required Specification (<u>All specs as per detail mentioned in the technical bid in accordance with Annex-A Part-C</u>)	Quoted Specification (With Brand Name)	Unit Price Inclusive of GST	Qty	Total Price Inclusive of GST
<u>1x Walk through Gate (Multi Zone):</u> Provision, Fixation & Installation of Walk through gate having specifications of ISO Certified, Multi Zone (08) make Garrett or equivalent including arrangements for making it functional i.e. cabling, power supply, operational training etc complete in all respects.			1	
<u>TOTAL</u>				

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

FINANCIAL BID not accompanied with bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

FINANCIAL PROPOSAL (BID FORMAT)

Date: _____

Company Name: _____

Required Specification (All specs as per detail mentioned in the technical bid in accordance with Annex-A Part-C)	Quoted Specification (With brand Name)	Unit Price Inclusive of GST	Qty	Total Price Inclusive of GST
5KVA UPS with Dry Batteries: Provision, Fixation & Installation of 2x 5KVA UPS with Dry Batteries make Saltec/Inverex or equivalent, Online (Double Conversion) UPS Topology with Zero Transfer Time, Smart Battery Management (SBM), Extended Battery Module (EBM), SNMP/HTTP Remote Management Capability (Optional) including arrangements for making it functional i.e. cabling, power supply, operational training etc complete in all respects with external Dry Batteries Bank for 60mins Backup 70% load 20x26Ah batteries, breaker, DC cable and other accessories.			2	
<u>TOTAL</u>				

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

FINANCIAL BID not accompanied with bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

FINANCIAL PROPOSAL (BID FORMAT)

Date: _____

Company Name: _____

Required Specification (All specs as per detail mentioned in the technical bid in accordance with Annex-A Part-C)	Quoted Specification (With Brand Name)	Unit Price Inclusive of GST	Qty	Total Price Inclusive of GST
<u>Fire Alarm System):</u> 2 Zone Conventional fire-detection control panel expendable to 20 zones with battery make Honey wall or equivalent. Microcontroller board supervised by the CPU. Indicator LEDs (status, disabled, faults), 28 points of Optical smoke detector, 4 points of manual call point with resettable element and 4 points of audible signaling devices with complete installation and cabling and training.			2	
<u>TOTAL</u>				

Amount in words: (Rupees.....)

Any inferior specifications will be rejected

FINANCIAL BID not accompanied with bid security will be rejected without any right of appeal.

Authorized Signature of bidder with seal stamp

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply and installation Service Agreement (the "Agreement") is made on this day of _____ 2021;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA HQs F-5/1, Islamabad and its Zonal Office at Rafiqui Shaheed Road, Opp. JPMC, Wireless Compound, Karachi (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through Mr..... bearing CNIC..... having place of business at..... hereinafter referred to as "**the Contractor**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of provision, supply and installation of 12x Split Inverter ACs of 1.5/1.6 ton, 5x Split Inverter ACs of 2 ton, 3x LED TV 32", 1x LED TV of 40", 1x Walk Through Gate (Multi Zone), 2x 5KV UPS With Dry Batteries & Fire Alarm System (hereinafter referred to as "equipments") for its Zonal Office Building at Rafiqui Shaheed Road, Opp. JPMC, Wireless Compound, Karachi, (hereinafter referred to as Building Premises) and have them delivered/supplied and installed and subsequently maintained and supported by the Contractor in accordance with the terms of this Agreement;
- B. The Contractor is a _____ (details of incorporation) being engaged in the business of supplying electrical, electronic equipment, has agreed to provide supply, deliver & install and thereafter maintenance services of the equipments at Client Building Premises on the terms and subject to the conditions as set forth hereunder.

- C. The Contractor represent that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite supply and installation of equipments services as per Bill of Quantity (“BoQ”) to the Client in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.
- D. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the Supply and Installation of equipments services in Client Building premises;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Contractor hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to Supply and Installation of equipments services as per requirements prescribed under **Bidding Documents attached as Annexure-A**;

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the same meaning as defined in the Agreement and documents attached as Annexure-A&B.

2.2 The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Bidding documents
- c) Bill of Quantity (BoQ)
- d) General conditions of Contract/ Special Stipulations.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- f) Bid security
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work. Limit of Retention Money.
- i) Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

3. Term

3.1 Upon signing of this Agreement the Contractor shall be obligated to start the work on specified location of Building Premises by Client within _____ and complete it within projected time _____ calendar days. In case of failure Client will be

entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained Clients shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Supply and Installation Services of Equipment or quality of equipments being supplied/provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the Contractor.
- c. If the Supply and Installation of Equipments Services do not meet the specifications, terms & conditions mentioned in bidding documents attached as Annexure-A.
- d. In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

5. Deliverables

5.1 The Supply and Installation Services should be of best quality and as per technical specifications mentioned in the Annex-B (Part A&B) and BoQ/Estimates.

6. Charges

6.1 In consideration of rendition of the Supply and Installation of required equipment Services by Contractor the Client shall pay the Contractor, charges as specified in **Annexure-B** to the complete satisfaction of the Client.

6.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of supply and installation Services by the Contractor.

6.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

7. Invoice

7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in **Annexure-B** hereto.

7.2 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Building.

7.3 The Contractor undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and installation of Equipment Services.

7.4 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its Building premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

8. Confidentiality

The Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client's Office or any of its project.

9. Indemnification

The Contractor shall indemnify and hold harmless the Client, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

10. Resolution of Disputes

10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Zonal Purchase Committee of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will

be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued there under, at Islamabad, Pakistan.

10.2 No All variations amendments and in or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

11. Force Majeure Event

11.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

11.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

11.3 The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("**Force Majeure Notification**"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

11.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

12. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

13. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

16. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

17. Annexure

Annexure-A pertaining to the details of Bidding documents and **Annexure-B** pertaining to i. Financial Proposal and ii. Technical Evaluation Criteria/Company Profile. These **Annexures** along with all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of: Contractor

By : _____
Name: _____
Title : _____
Signature : _____
Date : _____

By: _____
Name : _____
Title : _____
Signature : _____
Date : _____

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____