



Government of Pakistan  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
[www.pta.gov.pk](http://www.pta.gov.pk)

## INVITATION TO BID

### **FOR REPAIR/MAINTENANCE OF OFFICER'S CAFÉ IN PTA HQS, ISLAMABAD**

Pakistan Telecommunication Authority, Government organization invites sealed bids from Civil Engineering Contractors, registered with Income Tax/ Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2020 and on ATL of FBR for Repair/maintenance of Officer's Café in PTA HQs, Islamabad.

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 at the office of undersigned. Price of the bidding documents is **Rs. 500/-** (non-refundable cash /pay order in favour of PTA). Bidding documents can also be downloaded from [www.pta.gov.pk](http://www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **4<sup>th</sup> September, 2020 at 10:30 AM**. Technical bids will be opened on the same day at **11:00 AM**. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)

Say No to Corruption

**ASIF SAEED**  
**Director (Civil Works)**  
PTA Head Quarters, F-5/1, Islamabad.  
Phone: 2878114, 9225352 Fax: 051-2878149  
Email: [asifsaeed@pta.gov.pk](mailto:asifsaeed@pta.gov.pk)



10x2

**“Tender for Repair/maintenance of Officer’s Café in PTA HQs,  
Islamabad”**

**TENDER DOCUMENTS**

1. **General instructions/ Special stipulations**
2. **Bid Performa/BoQ/ Financial Bid**
3. **Draft agreement**

**PAKISTAN TELECOMUNICATION AUTHORITY**

**PTA HQs, F-5/1, Islamabad.**

**Ph.: 051-9225352**

**Fax: 051-2878149**

**<http://www.pta.gov.pk>**

**General Instructions**

1. PTA intends to hire the services of a well reputed civil contractor having valid registration of Civil contractor from PEC for year 2020 in C6 category for **Repair/maintenance of Officer's Café in PTA HQs, Islamabad** The services will be hired according to **PPRA Single stage – two envelop procedure.**
2. Salient's of single stage – two envelop procedure are enumerated below:-
  - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
  - b. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
  - c. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
  - d. The envelope marked as "FINANCIAL, PROPOSAL" shall be retained in the custody of PTA without being opened;
  - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
  - f. During the technical evaluation no amendments in the documents shall be permitted;
  - g. Financial bids of those bidders will be opened and evaluated who will meet all the mandatory requirements.
  - h. The financial proposals of short listed bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
  - i. The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders; and
  - j. The financial bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the bidders qualified in the technical evaluation will become at par and the bidder who has quoted the lowest financial bid will be awarded contract.
3. Bidders will be required to submit bid security @ 2% of bid price in the shape of pay order or demand draft in favour of PTA along with financial bid. A certificate in this regard is to be provided with Technical proposal that 2 % bid security has been enclosed with Financial

Proposal. Bid security of successful bidder will be retained as part of retention Money. Bid security of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.

4. Affidavit that the bidder has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Bidder will also be provided by the bidder.
5. Tax will be deducted at source as per GOP rules.
6. Bidder should be registered with income tax department and in Active Tax Payer List of FBR. Bidder shall also provide copy of NTN and GST certificate.
7. Safety of its employees from injury will be responsibility of the contractor.
8. The successful bidder will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
9. The contractor will commence work as per agreement between both parties.
10. Each page of the documents should have sign and stamp of the bidder.
11. In case of any dispute or conflict between Contractor and PTA, the case will be referred to Purchase Committee- 1 (PC-1) whose decision will be final. However, the contractor will have the right to appeal to Chairman PTA.
12. Incomplete tender/bids will be rejected forthwith.
13. PTA reserves the right to accept or reject the tender as per PPRA rules.
14. Interested Bidders may forward their proposals as per above instructions, Technical Proposal/Mandatory requirements along with filled Performa (**Annex – A**) and Financial Bid Performa (**Annex-B**) to the undersigned.

(Engr. Asif Saeed)

Deputy Director (CW)

051-9225357, 9225352

<b><u>SPECIAL STIPULATIONS</u></b>		
	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:	
1	The pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemised basis.	
2	Tender will be evaluated on the lump sum basis as a whole price of the project i.e.; lowest qualified bid shall be accepted and awarded the contract.	
3	Bidders should quote in figures as well as in words.	
4	No claim on Escalation during the currency of Contract will be entertained.	
5	Arbitration	In case of any dispute or conflict between Contractor and Employer, the case will be referred to PC-I, PTA.
6	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on access quantities	
7	PTA has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.	
8	Amount of Bid security	2% of total quoted rate of bid amount.
9	Form of Bid security	Either a pay order or bank draft from scheduled bank in favour of PTA.
10	Bid security	Bid security of successful Bidder will be retained as part of retention Money. Bid security of un-successful Bidder will be returned on issuing of Work Order to successful bidder.
11	Retention Money	Retention Money is limited to 6% of the contract value and will be retained from each running bill @ 4 %. Final adjustment will be made at the time of release of Final Bill.
12	Release of Retention Money	Retention Money will be released after expiry of defect liability period i.e. 6 month(s) of completion of work subject to no complaint from DD (CWs).
13	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fails to do so, PTA will get the job/work done from open market and the amount will be deducted from the retention money.
14	Time of commencement of work	Within 7 days of the issuance of work order
15	Time of completion of work	30 days from the commencement of work less rainy days.

16	Relaxation of rainy days	Rainy days will not be considered in the working days for completion of work. For claiming the relaxation of rainy day, contractor will submit the written application to DD (Civil Works) soon after the stoppage of each rain event that such amount of time or days have been wasted due to rain duly supported by meteorological data.
17	Imposition of Penalty for non-completion of the work within stipulated time	0.1% per day of the contract price till completion of the work.
18	Cancellation of Work Order	If the work by contractor isn't not started within 07 days, penalty of 1 % per week will be imposed maximum up to 2 weeks. After expiry of two weeks of delay the work order shall stand cancelled and bid security shall be forfeited in favour of PTA. In such case, the contract shall be awarded to 2 <sup>nd</sup> lowest bidder.
19	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
20	Interim Payment certificate /RAR/Running bills	Full and Final payment shall be made after successful completion of works.
21	Incomplete tender/bids will be rejected forthwith.	
22	The contractor will work under the technical guidance of Deputy Director(Civil Works)	
23	All material/equipment will be checked and approved by the Deputy Director(Civil Works) before commissioning of work	
24	Income Tax/GST or other applicable taxes will be deducted as per GOP rules.	
25	Provision of <b>NTN/GST</b> alongwith technical bid is mandatory.	
26	Bill should clearly indicate the NTN/GST No.	
27	An agreement will be done between the client and contractor on judicial paper of worth Rs. 100/-	
28	Full Payment will be made after verification of work on submission of bill(s) duly accompanied with Measurement Sheets and after getting approval from the Competent Authority.	
29	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
30	Bid Should be valid for 90 days from the last date of technical bid opening.	
31	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
32	Each page of bid/document should be signed and stamped by the bidder.	
33	The contractor rate shall include all incidental charges in connection with work.	

34	The contractor will install a lift for shifting of raw material to top floor and also for the removal of demolished works. No access from within the building shall be provided for the work.
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**Technical / Mandatory Criteria**

Bidders must meet all of the following mandatory requirements and provide supporting documentary evidence to qualify for financial bids evaluation. Bidders failing to provide any of the following or non-provision of documentary evidence will be disqualified and their financial bid will be returned un-opened.

- i. Bidder should have valid PEC Registration (min) C-6 in Civil Category for year 2020.
- ii. Bidder should be registered with income tax and sales tax department.
- iii. Bidder should be on Active Tax payer of FBR.
- iv. Bidder shall submit bid security equivalent to 2% of total bid price along with financial bid and certificate in this regard is to be enclosed with technical proposal without mentioning cost that 2% bid security has been submitted with the financial bid.
- v. Submission of affidavit that the bidder is not blacklisted by any Govt./Semi Govt departments.
- vi. Minimum Experience of one (1) years of civil works.

Note: It is mandatory to provide supporting documentary evidence for above mentioned mandatory requirements.

**Tender for Works**

I/ We \_\_\_\_\_ hereby tender for the execution for the PTA of the work specified in the underwritten memorandum with in the time specified in such memorandum and in accordance in all respects with the specifications, designs, and instructions in writing and with such materials provided for, by and in all others respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

- a) Name of Work .....
- b) Bid amount Rs. ....
- c) Bid security Rs. ....
- d) Retention money (Including bid security) is 6 % of the bid amount and will be adjusted accordingly as per final bill at the time of Final Bill.
- e) Time allowed for completion of work from the date of commencement of work as specified in written order .....

Should this tender be accepted: I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of the contract hereby so far as applicable, or in default thereof to forfeit and pay the PTA or its successor in office the sums of money mentioned in the said conditions.

A deposit at call drawn at \_\_\_\_\_ bearing number \_\_\_\_\_ for the sum of Rs. \_\_\_\_\_ (in words \_\_\_\_\_)

\_\_\_\_\_ ) is herewith forwarded as Bid security, a full value of which is to be absolutely forfeited to PTA or its successors in office should I/We withdraw my/our tender within \_\_\_\_\_ (\_\_\_\_\_) days from the date for which period the rates offered by me(us) in this should remain valid or should I/We fail to commence the work specified above in the above memorandum.

**Contractor's Signature and Stamp**  
**(along with date)**

**Witness .....**

(Name in full Letters).....

CNIC no. ....

Address.....

<b><u>Repair/maintenance of Officer's Café in PTA HQs, Islamabad</u></b>		
<b>General Abstract of Cost</b>		
<b><u>Sr. n</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
1	<b>Total Quoted Amount</b>	
2	Amount In words:	
3	Bid security @ 2 % of the quoted amount	
<b>Note</b>		
a	L/Pur sand will be used in all cement consuming items	
Sign and Stamp of the Bidder		

**BoQ for Repair Maintenance of Officer's Cafeteria at PTA HQs**

<b>Sr.No</b>	<b>Description of Work</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	<b>Dismantling of Roof Insulation</b>				
	Dismantling and removing of roof insulation along with debris from roof top of PTA Cafeteria and its disposal out of PTA. (2" thick PCC and thermos pour) including cleaning of the top surface for the next activity. Complete in all respect.	1573	Sft		
2	<b>Chips</b>				
	Providing and laying, 13 mm Terrazzo floor using marble chips (1:2) with White / Coloured Cement, dividing in marble strips of required size incl cutting, rubbing and polishing. Chips is to be laid in level for the proper water drainage at top floor.	1573	Sft		
3	<b>PCC (1:2:4)</b>				
	Providing and laying <b>CC Type 'B'</b> as at top floor, slabs, surface finished smooth with neat cement and steel trowel, using shingle or gravel. Admixture for water sealer of make Fosroc/Sika is to be used as per the recommendation of the manufacturer. The process also include curing and in proper levelling for laying Chips over on it.	300	Cft		
4	<b>GI Shed</b>				
	Providing and fixing of 22 Gauge GI corrugated sheet shed of Frame (3" x 1.5") and (3" x 3") supporting pillar of 18 Gauge along with painting complete in all respect with the following items. This work also include base cost of red oxide and paint where required as per the satisfaction of engineer. Complete in all respect				
a	MS Pipe (3" x 3") 18 Gauge	60	Rft		
b	MS Pipe (3" x 1.5") 18 Gauge	380	Rft		
c	GI Sheet (11' x 3.5') 22 Gauge	11	Sheets		

5	<b>Brick work in C:M (1:6)</b>				
	Providing and fixing first class Burnt brick work, in wall over 115mm thick, laid and jointed in CM 1:4, straight or to curve with inner radius of 6m and over, on 3rd floor of Building including curing etc. Complete in all respect	100	Cft		
6	<b>Aluminium Windows</b>				
	Supplying of aluminium sliding window (Deluxe Model) of anodized Bronze extruded sections up to height of 3100mm of make Pakistan Cables or eq including fixing on concrete, wooden or steel frames along with green/brown glass and fly screen shutter complete with all necessary fitting and fixtures.	330	Sft		
7	<b>Marble Flooring</b>				
	Providing and laying, 10 / 12 mm thick white / coloured marble tiles (except Green and Yellow) on walls and floor, laid, jointed and grouted in white / coloured cement (1:2) incl rubbing and chemical polishing, complete.	400	Sft		
8	<b>Plaster Work</b>				
	Providing and fixing of cement plaster in C:M 1:6 13mm thick including curing. complete in all respect	500	Sft		
9	<b>Paint Work</b>				
a	Surface preparation by using putty on plastered wall or ceiling to form smooth base for distemper, plastic emulsion paint of make Nippon, ICI etc., all as specified.	2000	Sft		
b	Distempering with SPD ICI, Nippon or equivalent, on new or old surface, 02 x Coats.	1500	Sft		
c	Surface preparation and graffi where required	500	Sft		
9	<b>Enamel Paint</b>				
	Two Coats of painting to new or old work such as doors of any type with <b>synthetic enamel</b> paint of make ICI, Nippn etc including surface preparation. Complete in all respect.	100	Sft		
10	<b>Gypsum ceiling</b>				
	Providing and fixing of Gypsum ceiling of best quality along with chanel fitting complete in all respect	600	Sft		

11	<b>Fiber sheet</b>				
	Providing and fixing of 03 x Ply Fiber sheet fixed with rivets complete in all respect.	150	Sft		
12	<b>Hollow door</b>				
	Providing and fixing of Lasani sheet hollow flush door (3.5' x 7') complete in all respect along with best quality imported lock, Hinges and polishing.	2	Each		
	<b>Iron Door</b>				
13 a	Providing and fixing of 18 Gauge Iron door along with angle iron frame of complete in all respect including painting.	1	Each		
	<b>stainless steel Cabinet</b>				
13 b	Providing & Fixing Wall mounted Non Magnetic SS cabinets three side covered, front door, size (72"x14"x24"), 18 gauge, as per engineers satisfaction. Sample can be seen at site	1	Job		
<b>Electric Work</b>					
14	<b>Tube Light</b>				
	Providing and fixing of LED Drop light or SMD complete in all respect 14 W	10	Each		
15	<b>Wiring</b>				
	Providing and Laying of wiring fixed in conduit of PVC Duct complete in all respect.	11	Points		
16	<b>Exhaust Fan</b>				
	Providing and fixing of iron body exhaust fan 2 ft Dia in cooper winding make royal or Pak Fan complete in all respect.	1	No		
17	<b>Light Plug</b>				
	Providing and fixing of multi Light plug of make Clipsal or eq. along with Plastic box and 7/029 two core cable complete in all respect.	6	Each		
	<b>Plumbing Work</b>				
18	<b>Shifting of Geyser and GI Pipes</b>				
	Removing and re-fixing of GI Pipe along with necessary fittings complete in all respect	1	Job		
19	Providing and fixing of following Fittings of best quality. Complete in all respect.				
a	4" dia PVC Pipe	140	Rft		

Pakistan Telecommunication Authority

b	Elbow 4" dia	12	Each		
c	Plug Tee 4" Dia	6	Each		
d	GI Pipe Light 3/4" Dia	20	Rft		
e	GI Pipe Light 1/2" Dia	40	Rft		
f	Valves 1/2" Dia	4	Each		
g	3/4" Dia	4	each		
h	1 1/4" Dia	2	Each		
i	Floor Trap SS	2	Each		
j	Taps	2	Each		
	<b>Total Bid cost Rs.</b>				

Amount in Words

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**Note:**

- i. Final Payment will be made by measuring actual quantities on itemised basis.
- ii. It is advised to visit the site before submission of bids
- iii. All incidental charges are to be included which requires completion of job but not mentioned in the bid performa.

**AGREEMENT**

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

THIS Supply and Service Agreement (the "Agreement") for **Repair Maintenance of Officer's Cafeteria at PTA HQs** is made on this day \_\_\_\_\_ 2019;

By and Between

**Pakistan Telecommunication Authority**, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (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 procuring the services of the Contractor for **Repair Maintenance of Officer's Cafeteria at PTA HQs**
- B. The Contractor \_\_\_\_\_ (*details of incorporation*) represents to the Client 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 works as per 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.
- C. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the **Repair Maintenance of Officer's Cafeteria at PTA HQs**;

**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 hereby agree as follows:

## **1. Scope of Agreement**

Subject to terms and conditions of this Agreement the Contractor agrees to do Repair Maintenance of Officer's Cafeteria at PTA HQs as per requirements prescribed under **this agreement**;

## **2. Agreement Documents**

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meanings as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a)
- 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/ retention money /Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.

3. Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

3.1 Upon signing of this Agreement the Contractor shall be obligated to commence repair and maintenance the work of the PTA cafeteria within **07 days** and complete it within **30 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 Client 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 Services or quality of material being provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the Contractor.
- c. If the **Repair Maintenance of Officer's Cafeteria at PTA HQs** do not meet the specifications, terms & conditions mentioned in the bidding documents.
- d. In case of such termination, the Contractor shall only be paid for works actually rendered up to the date of termination, and any advance payment in respect Repair Maintenance of Officer's Cafeteria at PTA HQs 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 contractor shall finish the required work as per BoQ in **30 calendar** days as mentioned in the bidding documents.

5.2 The work should be of best quality and as per technical specifications of BSS/ASTM standards and as mentioned in the BOQ/Estimates.

## **6. Charges**

6.1 In consideration of rendition of the **Repair Maintenance of Officer's Cafeteria at PTA HQs** by Contractor the Client shall pay the Contractor, charges as specified in Annexure-A 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 Services and Equipment 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- A** hereto to be verified by the authorised representative of the Client

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 and fixing of material at the Client's location.

7.3 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its 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 or any of its project.

## **9. Indemnification**

The Contractor shall indemnify and hold harmless the Client, its Chairman, Directors, Member , 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) Purchase Committee- I (PC-I) 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 binding on both parties (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 thereunder, at Islamabad, Pakistan.

## **Force Majeure Event**

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.

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.

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 Party 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.

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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. Amendment**

All addition amendments and variations to this agreement shall be binding only if in writing informed by Director (Civil Works) after taking approval of the Chairman.

#### **15. Assignment**

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

#### **16. Annexure**

Bidding documents pertains to the details of i. general instructions, ii. Special stipulations, iii. Bid Performa and iv. Estimates/BoQ. This **Annexure A & B** along with all tender 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: \_\_\_\_\_  
Title : \_\_\_\_\_  
Name : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

Witnesses

1. \_\_\_\_\_

Name \_\_\_\_\_

CNIC \_\_\_\_\_

2. \_\_\_\_\_

Name \_\_\_\_\_

CNIC \_\_\_\_\_