



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

Invitation To Bid

For Supply of Desktop Computers

Pakistan Telecom Authority, (a telecommunication regulator in Pakistan) invites sealed bids from authorized dealers/supplier/partner etc. Registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply of following IT Equipment:

Description of the Requirements	Quantity
Branded Desktop Computers with Branded LED Monitors (Business/Professional Series) with Windows 10 Pro 64bit original.	50

Bidding documents, containing detailed terms and conditions etc. are available for the interested bidders at PTA Headquarters F-5/1, Islamabad. Price of the bidding documents is Rs. 500/- (non-refundable in form of pay order/DD in favour of Pakistan Telecommunication Authority). Bidding documents can also be downloaded from (www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA Headquarters F-5/1, Islamabad by 14th March, 2022, at 11:00 AM. Technical Bids will be opened the same day at 11:30 AM.

This advertisement is also available on PPRA website at www.ppra.org.pk.

Shargeel Ahmed, Dy. Director (ICT)

PTA HQs, F-5/1, Islamabad
Phone: 051-9225210,
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Email: shargeel@pta.gov.pk



BIDDING DOCUMENTS

Sealed bids are invited from well reputed authorized dealers/distributors/partner/suppliers registered with Sales Tax and Income Tax Department having at least 05 years of relevant business experience for following IT equipment:

S. No.	Description	Quantity
1.	Branded Desktop Computers with Branded LED Monitors 18.5" or higher (Business/Professional Series) with Windows 10 Pro 64bit	50

Detailed specifications of above-mentioned equipment are provided at Annex-C (I) of this document. Invitation to bid published on PTA's/PPRA's websites/Newspaper(s) is part of these bidding documents.

Terms and Conditions

1. GENERAL INFORMATION:

- a. Bidding documents, duly completed in all respects, will be received on or before **14 March 2022 up to 11:00 AM**. The submission and evaluation of bids will be carried out under the "*Single Stage Two Envelop Procedure*" of Rule 36 (b) of Public Procurement (PP) Rules, 2004. Technical bids will be opened by Technical Evaluation Committee, at PTA HQs on the same day at **11:30 AM**, in presence of the bidders or their representatives, who may choose to attend.
- b. Bid will comprise of a **single package** containing two separate sealed envelopes. One envelop will contain the "**Technical Proposal**" and the second envelope will contain the "**Financial Proposal**". Technically qualified bidders will be informed of the date, time and venue to attend the financial bid opening. The financial bids of the technically disqualified bidder will be returned un-opened.
- c. Bids should be sent at the address of Deputy Director (ICT) Pakistan Telecommunication Authority (PTA), Headquarters F-5/1, Islamabad.
- d. Bidder shall quote only one option, bids with multiple options will be rejected without any right of appeal.
- e. Annex-A, Annex-B, Annex-C (I&II) and Annex-D are an 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 consists of general evaluation criteria.

- ii. Annex-B consists of technical capabilities of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 60%
- iii. Annex-C (I&II) consists of technical evaluation of the product, however, lower specifications shall disqualify the product/ bidder.
- iv. Annex-D comprises of financial bid format, to be followed by all bidders. The bidder should quote its rates clearly in the Financial Proposal in both figures and words.

2. BIDDER'S 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 the technical evaluation committee in view of Annex-A, Annex-B and Annex-C(I&II). Bidder(s), obtaining at least 60% marks, shall be eligible for participation in financial bid opening.
- b. Financial bids shall be opened and evaluated by procurement committee of PTA i.e. PC-I on the basis of Annex-D.
- c. Contract will be awarded to most advantageous bid i.e. which has met the mandatory requirements/ eligibility criteria, secured minimum 60% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest-ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents.
- d. .If two or more bidders quote an equal lowest price in financial proposals, then the contract will be awarded to the one having greater technical marks, in the technical bid.
- e. The bidder shall quote its rates clearly in the Financial Proposal in both figures and words.

4. BID SECURITY

- a. Bid Security will be Rs. 400,000/- in the shape of pay order / bank draft in favor of Pakistan Telecommunication Authority, Headquarters, Sector F-5/1, Islamabad. Bid Security shall be

attached with the **Technical Proposal** (Cheque(s) will not be accepted) otherwise proposal will not be accepted.

- b. **Technical BID without bid security** will be rejected without any right of appeal.
- c. Bid Security of unsuccessful bidders will be returned after award of Contract to successful bidder.
- d. In case of cancellation of Supply Order due to default of the supplier, the bid security/performance guarantee whichever is applicable shall be forfeited in favor of Pakistan Telecommunication Authority.
- e. Performance Guarantee will be limited to 10% of the contract value/amount. Bid Security of successful bidders i.e. Rs. 400,000/- will be converted into Performance Guarantee. Remaining amount will be deducted at the time of final payment to the successful bidder. The performance guarantee will be released after expiry of the warranty period i.e. 3 years subject to issuance of satisfactory performance certificate by PTA.

In case, penalty is imposed on the successful bidder due to delayed supply and the same is charged against the performance guarantee, then at the time of payment to the Supplier, such amount as required to recoup the performance guarantee (in full), shall be deducted from the payment of successful bidder.

5. PRICES

- a. The bidder should quote its rates clearly in Pak Rupees in the Financial Proposal in both figures and words as per format attached at Annex-D
- b. The rates quoted shall remain valid for 120 days 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. Bid(s) shall be in Pak rupees only and inclusive of all applicable taxes i.e. GST etc.
- d. PTA will bear no transportation/carriage charges.

6. PAYMENT PROCEDURE

- a. No advance payment shall be made against the required equipment/software supplies as desired by PTA under this bidding document.
- b. Payment shall be made on provision of invoice/bill, after delivery of the required supply equipment / software at PTA Headquarters and issuance of satisfactory completion/stock verification/physical inspection certificate by the relevant Procurement Committee.
- c. Payment shall be subject to withholding of applicable taxes as per government rules. Penalty (if any) shall also be deducted at time of payment.

7. EQUIPMENT / SOFTWARE

The IT equipment should be new, not used or refurbished. The components of the equipment should be assembled by the manufacturer and should be covered under warranty.

8. DELIVERY PERIOD

- a. Delivery of items shall be made within seven (07) week time after award of contract /issuance of supply order. Bidder has to arrange the said Desktop Computers from ex-stock.
- b. Successful Bidder shall be responsible for safe supply of the equipment / software at PTA H/Qs Islamabad with the provision of warranty / support mentioned in **section 09**.

9. WARRANTY

- a. Successful Bidder shall be responsible for the provision of free of cost at least three (03) years onsite warranty/support with Keep Your Hard Drive, 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 IT equipment/software.
- 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. However, in any circumstances, Hard-drive to be retained with PTA and shall not be provided to the successful bidder/vendor.

10. PENALTY

- a) If the supplier fails to supply the required equipment/software items as per supply order or within due time, then a penalty @ 01% per week of the total value of contract will be charged up to a maximum of four (04) weeks (Days less than six and more than three will be considered as one week). Thereafter, supply order either may stand cancelled or extended with mutual consent and performance guarantee may be forfeited. However, in any case, the penalty amount will be limited to the bid security/ performance guarantee.
- b) A penalty @ 1% of the performance guarantee per week will be charged if the faulty hardware replacement time exceeds the time mentioned in the certificate provided as per Annex-B- part B-(3), during the warranty period.
- c) In case of non-satisfactory performance by the supplier during the warranty period. PTA reserve the right to forfeit the performance guarantee in favor of PTA.

11. DISQUALIFICATIONS

Proposals shall be liable to be rejected if any deviation is found from the instructions as laid down in the bid document i.e.

- a. **Technical bid** is submitted without the required bid security.
- b. Offers/ bids are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. GST and NTN certificates are not attached.
- e. Service/Warranty center of the quoted brand is not in Islamabad/Rawalpindi.
- f. Any inferior product /specifications than the specifications given at Annex-C (I).
- g. Bidder quoted multiple options, referring section 1 (d).

12. **AFFIDAVIT**

Affidavit on Non-Judicial Stamp Paper to the effect that the supplier has not been black listed by any government/semi government/autonomous body or company.

13. **RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad reserves the right to cancel the bid, accept or reject any bid as per PPRA rules.

CHECKLIST

- a. Bid Security attached with Technical Bid in shape of bank draft/pay order.(cheques are not acceptable) (Yes/No)
- b. Relevant documents are attached as per Annexures (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 non-judicial stamp paper for not been black listed. (Yes/No)
- g. Copies of authorized dealership etc. of the principal manufacturer for Pakistan. (Yes/No)
- h. Specification and other requirements are met. (Yes/No)
- i. Service center is in Islamabad/Rawalpindi (Yes/No)



GENERAL EVALUATION CRITERIA

Annex-A

Mandatory Requirements		Compliance? Yes/ No
1	Company/Firm has to produce Sales Tax and Income Tax Registration.	
2	Company/Firm has to produce Certificate of the principal manufacturer/main distributor for Pakistan as per section 9 of this bidding document.	
3	Minimum five (05) years of relevant experience.	
4	Company/Firm has its office in Islamabad / Rawalpindi.	
5	Service/Warranty Centre of the quoted brand is in Islamabad/Rawalpindi (Certificate shall be attached) .	
6	Bidder should be in Active Taxpayer List (ATL) for both income tax and sales tax issued by FBR.	
7	Affidavit on Non-Judicial Stamp Paper to the effect that the firm has not been black listed.	
8	Bid security of Rs. 400,000/- attached with technical bid .	

Note: All supporting documents must be attached with technical proposal.
Non-fulfilling any of the above requirement will result into disqualification of bid.
Please attach all Supporting Documents Serial wise

General Evaluation				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Detail of Offices	20		Company/Firm has offices at four (4) provincial headquarters (p.h.q). Five (05) points for each p.h.q or Islamabad.
2	Spare Parts Availability	10		Spare Parts of the quoted model and Depot facility are available at Islamabad / Rawalpindi.
3	Replacement time for faulty under warranty equipment/parts (Certificate to be attached) (Clause 10(b) referred)	15	15	1-5 working days
			10	6-10 working days
			05	11-15 working days
4	Total strength of relevant Technical Staff at Rawalpindi / Islamabad(List shall be attached with name, designation).	10	10	Company/Firm has ten (10) or more relevant technical staff in Islamabad / Rawalpindi.
			7	Company/Firm has more than five (5) and up to nine (9) relevant technical staff in Islamabad / Rawalpindi
			5	Company/Firm has up to five (5) relevant technical staff in Islamabad / Rawalpindi
5	Company/Firm Experience (minimum five (05) years' experience required)	20		Two (2) points will be given for each year of experience beyond minimum experience of 05 years.
6	Projects completed of similar nature (documentary proof to be provided i.e. completion certificates, satisfactory performance certificates etc.)	25		Five (5) points will be awarded for each project of same nature on provision of supply order along with completion certificate (Supply of thirty (30) or more branded desktops of the quoted brand in single Supply Order will be considered)
Sub Total		100		
Minimum qualifying marks are 60% in above table. All supporting Documents should be attached in sequence as per requirement to claim marks.				



TECHNICAL EVALUATION
(To be included in Technical Proposal)

Annex-C(I)

Detailed Specifications of Branded Desktop Computers with Branded LED Monitors 18.5" or higher (Business/Professional Series) with Windows 10 Pro 64bit		
Quantity : 50		
Sr.	Feature	Requirements
1.	SERIES/CATEGORY	Business/Professional Series
2.	PROCESSOR	10th Generation Intel® Core™ i5- or higher
3.	RAM	16GB DDR4 or higher
4.	HARD DRIVE	500 GB SSD or higher
5.	OPTICAL DRIVE	DVD- RW or latest
6.	CHIPSET	Intel® Chipset
7.	CHASIS	Mini Tower/Tower or equivalent
8.	I/O PORTS	Standard I/O ports or more
9.	NETWORK CARD	10/100/1000 Ethernet
10.	WIRELESS CARD	PCIe wireless card, supporting dual-band operation and 802.11ac standards or latest.
11.	GRAPHICS CARD	Intel® Integrated Graphics
12.	KEYBOARD & MOUSE	Same brand USB Keyboard and Mouse (Standard)
13.	LED MONITOR	Branded 18.5" or higher LED Screen (No connectors/converters will be allowed)
14.	OS & DRIVERS	Windows 10 Professional 64bit OEM with Drivers or latest (Windows installation with three partitions will be vendor's responsibility)
15.	WARRANTY	Three years warranty: (Keep Your Hard Drive)

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



TECHNICAL PROPOSAL (BID FORMAT) Annex-C(II)

Brand Name/Model:		
Sr.	Feature	Quoted Specification
1.	SERIES/CATEGORY	
2.	PROCESSOR	
3.	RAM	
4.	HARD DRIVE	
5.	CHIPSET	
6.	CHASIS	
7.	I/O PORTS	
8.	NETWORK CARD	
9.	WIRELESS CARD	
10.	GRAPHICS CARD	
11.	KEYBOARD & MOUSE	
12.	LED MONITOR	
13.	OS & DRIVERS	
14.	WARRANTY	

Any Inferior Specifications Will Be Rejected

Bidders shall clearly mention their quoted specifications against each item/feature to avoid any confusion at later stage.

Authorized Signature of bidder with seal stamp



FINANCIAL PROPOSAL (BID FORMAT) **Annex-D**

Date _____

Company Name _____

Required Specification	Unit Price <i>Inclusive of Applicable Taxes(Rs.)</i>	Qty	Total Price <i>Inclusive of Applicable Taxes(Rs.)</i>
Branded Desktop Computers with Branded LED Monitors 18.5" or higher (Business/Professional Series) with Windows 10 Pro 64bit as per Annex-C(I)		50	
GRAND TOTAL (Rs.)			

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

Any Inferior Specifications Will Be Rejected

Bidders shall clearly mention Amount in Words (PKR) to avoid any confusion at later stage.

Authorized Signature of bidder with seal stamp



AGREEMENT

Annex-E

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

This Supply & Service Agreement (the “Agreement”) is made on this day _____ 2022;

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

M/s _____

through Mr.

bearing CNIC.

having registered place of business at.

(hereinafter referred to as “**the Authorized Supplier**,” 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 Fifty (50) Branded 10th Generation Intel® Core™ i5- or higher Desktop Computers with Branded 18.5” or higher LED Monitors as per **Annex-C(I)** and have them delivered/supplied and installed/configured and supported by the **Authorized Supplier** in accordance with the terms of this Agreement;
- B. The Authorized Supplier is a _____ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment, and has agreed to supply and deliver and thereafter provide maintenance/warranty services (hereinafter referred to as Services) of the supplied laptops at Client HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Authorized Supplier 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 services of Branded 10th Generation Intel® Core™ i5- or higher Desktop Computers with Branded 18.5” or higher LED Monitors as per Bill of Quantity (“BoQ”) to the Client in accordance with the highest

industry standards and satisfaction of the Client. The Authorized Supplier 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 Authorized Supplier contained herein, the Client wishes to appoint the Authorized Supplier to provide the delivery of Fifty (50) Branded 10th Generation Intel® Core™ i5- or higher Desktop Computers with Branded 18.5” or higher LED Monitors Desktop computers/Services at Client’s HQ 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 Authorized Supplier hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Authorized Supplier agrees to provide Services as per requirements prescribed under **Bidding Documents and its attached Annexure-A, B, C (I), C (II), D**;

2. Agreement Documents

- 2.1 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 Bid document/ Mandatory requirements/ General or Specific Stipulations/Specification.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the Authorized Supplier at the signing of this Agreement.
- f) Bid security/ Performance Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Bid security.
- j) Any Correspondence by the Clients/Auhtorized Supplier and mutually accepted by the Client and the Authorized Supplier.

3. Term

- 3.1 Upon signing of this Agreement the Authorized Supplier shall be obligated to provide Services on specified location by Client within _____ days and complete it within projected time _____ calendar days. In case of failure Client will be entitled to deduct any amount payable to Authorized Supplier and assign the work to any other Supplier.

However, in case of any unavoidable/unforeseen delay (i.e Force Majeure) incurred either by the Authorized Supplier or the Client, necessary timeline extension would be agreed mutually between both parties, however, it has to be communicated to each other during the occurrence of Force Majeure as per clause 12.

4. Termination

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

- a. without advance notice, in case the authorized Supplier is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the delivery or quality of **Desktop Computers and LED Monitors** being supplied/provided by the Authorized Supplier;
 - b. Without cause, by giving three (03) days advance written notice to the Authorized Supplier
 - c. If the Services does not meet the specifications, terms & conditions mentioned in bidding documents attached as **Annexure-A, B, C (I), C (II), D of Bid documents**
- 4.2 In case of such termination, the authorized Supplier shall be paid for any 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 Authorized Supplier and, the Bid security and retention money shall be forfeited.
- 4.3 The Client, shall not, because of expiration or termination of this Agreement, be liable to the authorized Supplier 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 Authorized Supplier.

5. Deliverables

- 5.1 The Desktop Computers and LED Monitors/Services should be of best quality and as per technical specifications provided in the bidding document.

6. Charges

- 6.1 In consideration of rendition of Services by Authorized Supplier, the Client shall not pay any advance payment against the Services/supply of Desktop Computers and LED Monitors mentioned in the bidding document. Payment shall be made on provision of invoice/bill, after delivery of the Desktop Computers and LED Monitors at PTA Headquarters and issuance of provisional acceptance certificate, stock verification, physical inspection certificate by PC-I and verification of Operating System(OS).
- 6.2 All amounts paid to the Authorized Supplier as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Authorized Supplier to be adequate and sufficient consideration for the rendition of Services.
- 6.3 All payments to be made by the Client to the Authorized Supplier and shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier/Partner.

7. Invoice

- 7.1 The Authorized Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure-D** of Bid document.
- 7.2 The Authorized Supplier 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 Authorized Supplier 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 Services.

7.4 The Authorized Supplier 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 Authorized Supplier, his staff/employees to abide by this condition shall be the sole liability of the Authorized Supplier and it may result in termination of this Agreement by the Client at its sole discretion.

8. Confidentiality

The Authorized Supplier, 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 Supplier 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 Supplier shall indemnify and hold harmless the Client, its Chairman, Member Offices, 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

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 (ICT). 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.

11. Amendment

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.

12. Force Majeure Event

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. 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.

14. 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.

15. 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.

16. Assignment

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

17. Warranty / Maintenance & Support Services

- a. Authorized Supplier shall be responsible for the provision of free onsite warranty / support with labor and parts as per detail below;
 - i. Desktop Computers and LED Monitors All Parts: Three years Onsite Service Warranty or manufacturer warranty period, whichever is higher.
- b. The warranty period will be considered from the date of actual date of delivery of Desktop Computers and LED Monitors.
- c. Supplier shall be promptly notified by the Client in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Desktop Computers and LED Monitors or parts with the product with same or higher specifications within the time-lines provided in the Annex-B- part B-(3) of Bid

document, without any cost to Client. However in any circumstances, the Hard-Drive to be retained with Client and shall not be provided to the Authorized Supplier.

- d. A penalty of 1% of the Performance Guarantee per week will be charged in case of late delivery as mentioned in Penalty section of Bid document. .
- e. In case of non-satisfactory performance by the supplier during the warranty period, the clause 10 of the bid document will be invoked..

18. **INTEGRITY PACT:**

- 18.1. The Authorized Supplier hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
- 18.2. Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
- 18.3. The Authorized Supplier certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.
- 18.4. The Authorized Supplier accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
- 18.5. Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement

of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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

For and Behalf of Client (PTA).

For and on Behalf of Supplier

By : _____

By: _____

Name: _____

Title : _____

Title : _____

Name : _____

Signature : _____

Signature : _____

Date : _____

Date : _____

Witnesses

1. _____

2. _____

Name _____

Name _____

CNIC _____

CNIC _____