



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

## INVITATION TO BID FOR PROCUREMENT OF LAPTOPS

Pakistan Telecom Authority, (a telecommunication regulator in Pakistan) invites sealed bids from the original manufacturers / authorized distributors / suppliers/Contractors etc., registered with Income Tax and Sales Tax Departments for supply of following Laptops:

Description	Quantity
Core i7 8 <sup>th</sup> Generation Enterprise Business Laptops	70

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 etc. are available for the interested bidders at the office of the undersigned at PTA HQs. Price of the bidding documents is **Rs. 500/-** (Cash non-refundable). 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 Headquarters F-5/1, Islamabad on or before **18th November, 2019 by 10:30 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](http://www.ppra.org.pk).

**Kashif Elahi Bhatti**

Deputy Director (ICT)

PTA HQs, F-5/1, Islamabad.

Phone: 051-2878125, Fax Number: 051-9225368

Email address: [kashif@pta.gov.pk](mailto:kashif@pta.gov.pk)

"Say No to Drugs"

14x2



## **BIDDING DOCUMENTS**

Sealed bids are invited from well-reputed and authorized dealers having Tier-1 / Tier -2 level dealership, registered with Sales Tax and Income Tax Department, having at least 5 years of relevant business experience for the procurement of following items:

S. No	Description	Quantity
1	Intel ® Core i7 8th Generation Enterprise Business Laptops with Three (03) years Manufacturer Warranty	70

Detailed specifications of above-mentioned items are provided at Annex-C of this document. Notice of the bids issued on PTA's/PPRA's websites is part of the bidding document.

## **Terms and Conditions**

### **1. GENERAL INFORMATION:**

- a. Bidding documents duly completed in all respect will be received on or **before 18<sup>th</sup> November, 2019** up to **1030 AM**. The submission and evaluation of bids will be carried out under the "*Single Stage Two Envelop Procedure*". Technical bids will be opened by Technical Evaluation Committee, at PTA HQs on the same day at **1130 AM**, in presence of bidder's representative, who may choose to attend.
- b. 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 the date, time and venue for the opening of financial bids. Financial bids of technically disqualified bidders 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 prices for all Laptops mentioned above with any relevant additional hardware.

- e. Annex-A, Annex-B, Annex-C and Annex-D 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 consists of general mandatory requirements for bidder(s)
  - ii. Annex-B consists of technical capabilities of bidder(s), which has total 100 marks, whereas minimum qualifying marks are 70%
  - iii. Annex-C consists of technical evaluation of the product and bidder(s) may quote higher specs, however, quoting lower specs shall disqualify the bidder
  - iv. Annex-D, comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly in both figures and words.

**2. BIDDER'S INFORMATION**

- a. Name of Firm \_\_\_\_\_
- b. Date of establishment of business  
(documentary proof of registration etc.) \_\_\_\_\_
- c. Address \_\_\_\_\_
- d. Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_
- e. GST Reg. No \_\_\_\_\_
- f. 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 and Annex-C. 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 procurement committee of PTA i.e. PC-I on the basis of criteria given in Annex-D.
- c. Work will be awarded to financially lowest bidder.
- d. 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.
- e. The bidder should quote its rates clearly in the financial proposal in both figures and words.

**4. BID SECURITY**

- a. Bid Security in the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority, Islamabad amounting to 2% of the total bid amount should only be attached with the Financial Proposal (Cheques will not be accepted). Certificate regarding deposit of 2% Bid Security must be attached with Technical Bid for technical qualification.
- b. FINANCIAL BID not accompanied with Bid Security will be rejected without any right of appeal.
- c. Bid Security of unsuccessful bidders will be returned within 30 days of financial bid opening.
- d. Retention money will be limited to 10% of the bid amount. Bid Security i.e. 2% of the successful bidder will be converted into retention money. Remaining amount of 8% will be deducted at the time of final payment to successful bidder. The Retention money will be released after the expiry of the warranty period subject to issuance of satisfactory performance certificate by PTA.

## **5. PRICES**

- a. The bidder should quote its rates clearly in Pak Rupees 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-D.
- b. The rates quoted shall remain valid for 120 days from the date of opening of Technical Proposal.
- c. PTA will not bear transportation/carriage charges.

## **6. PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of Laptops mentioned in the bidding document.
- b. Payment shall be made on provision of invoice/bill, after delivery of the Laptops at PTA Headquarters and issuance of provisional acceptance certificate, stock verification, physical inspection certificate by PC-I, verification of supplied equipment from manufacturer web-site and verification OS/MS-Office from Microsoft.
- c. Payment shall be subject to withholding of applicable taxes as per government rules.

## **7. LAPTOPS**

- a. Laptops should be new, not used or refurbished. The components of the laptops should be assembled by the manufacturer and delivered equipment shall be verifiable from principal manufacturer website.

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

**8. DELIVERY PERIOD**

- a. Delivery of Laptops shall be made within Ten (10) weeks' time after issuance of supply order.
- b. Vendor will be responsible for the safe supply of Laptops at PTA H/Qs Islamabad with the provision of warranty / support as mentioned in the bidding agreement.

**9. AUTHORIZED DEALER/PARTNER**

- a. Bidder shall be an authorized dealer/partner, having Tier 1 or Tier 2 partnership / dealership of the quoted brand. Valid Certificate of dealership / partnership from principle manufacturer is required in the name of the authorized dealer / partner of the manufacturer.
- b. Principal Manufacturer authorization letter for participation in the bidding process shall be provided by the bidder.

**10. WARRANTY**

- a. Vendor will be responsible for the provision of free onsite warranty / support with labor and parts as per detail below;
  - i. Laptops All Parts: Three years Onsite Service Warranty or manufacturer warranty period, whichever is higher.
  - ii. Laptops Battery: Three (3) year battery replacement warranty from the date of actual date of delivery of Laptops or manufacturer warranty period whichever is higher.
- b. The warranty period will be considered from the date of actual date of delivery of Laptops.
- c. Warranty shall be verifiable from the manufacturer website.
- d. Supplier shall be promptly notified by PTA in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective laptop or parts with the product with same or higher specifications 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, the Hard-Drive to be retained with PTA and shall not be provided to the vendor.

**11. PENALTY**

- a. If the supplier fails to supply Laptops within due time of ten (10) weeks, mentioned in this document and supply order, then a penalty of 1% of bid amount per week will be charged up-

to maximum period of four weeks. (Days less than six will be considered as one week). Thereafter, supply order will be cancelled and Bid Security will be forfeited.

- b. A penalty of 1% of the Retention Money 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 retention money in favor of PTA.

## **12. DISQUALIFICATIONS**

- a. Proposals will be liable to be rejected if any deviation is found from the instructions as laid down in the bid document i.e.
  - i. Financial bid is submitted without the required Bid Security.
  - ii. Certificate regarding deposit of 2% Bid Security is not attached with Technical Bid.
  - iii. Certificate for Replacement time of faulty equipment/parts under warranty is not attached as per Annex-B Part (B-3).
  - iv. Offers are received after specified date and time.
  - v. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
  - vi. GST and NTN certificates are not attached (if vendor is not in ATL).
  - vii. Service center is not in Islamabad/Rawalpindi.
  - viii. Supplier is not an authorized dealer/partner and warranty provider of the principal manufacturer for Pakistan as per section 9 of this document.
  - ix. Manufacturer Authorization Letter is not provided.
  - x. Minimum relevant experience is less than 05 years
  - xi. Non-submission of affidavit on Judicial Paper to the effect that the firm has not been black listed, is submitted with technical proposal.
  - xii. Any inferior product / spec / requirement that mentioned at Annex-C.

## **13. AFFIDAVIT**

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

## **14. RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad 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 (Cheques are not acceptable) (Yes/No)
- b. Relevant documents for Annex A-C (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. Copy of valid dealership/partnership certificate of the principal manufacturer (Yes/No)
- h. Replacement time Certificate of equipment/parts, Annex-B Part (B-3) (Yes/No)
- i. Manufacturer Authorization Letter (Yes/No)
- j. Specification and other requirements are met (Yes/No)
- k. Service center is at Islamabad/Rawalpindi (Yes/No)

<b>Part A) Mandatory Requirements (to be submitted with Technical Proposal) *</b>	
1	Firm has to produce Sales Tax and Income Tax Registration. Firms should be in Active Taxpayer List (ATL) issued by FBR
2	Firm has to produce MLA, Authorized dealer/ partner Certificates of the principal/manufacture for Pakistan as per section 9 of this bidding document. Tier 1 and Tier 2 partners only.
3	Firm shall be authorized warranty provider on behalf of manufacturer. Documentary proof required.
4	Minimum Five years of relevant experience of the vendor
5	Sales and Service Centers at Islamabad / Rawalpindi / Provincial Headquarters
6	Submission of Manufacturer Authorization Letter
7	Submission of affidavit on Judicial Paper to the effect that the firm has not been black listed with technical proposal
8.	Certificate for Replacement time of faulty equipment/parts under warranty as per Annex-B Part (B-3)

## Technical Capabilities of Bidder

## Annex-B

<b>Part B) General Evaluation*</b>				
<b>Sr. #</b>	<b>Attributes</b>	<b>Max. Score</b>	<b>Points Earned</b>	<b>Criteria</b>
1	Detail of Offices	10		Firm has sales and services offices at four (4) provincial headquarters with proof of authorized service provider from principal manufacturer. Two and half (2.5) points for each p.h.q.
2	Spare Parts Availability	10		Firm has Spare Parts of the quoted model Depot/facility at Islamabad / Rawalpindi.
3	Replacement time for faulty equipment/parts under warranty (Certificate has to be produced)	25	25	1-3 working days
			10	4-7 working days
			05	8-14 working days
4	Total strength of relevant Technical Staff at Rawalpindi / Islamabad/PHQ (List shall be attached with name, designation, qualification and related experience).	10	10	Firm has ten(10) or more relevant technical staff.
			7	Firm has more than seven (7) or more up to nine (9) relevant technical staff
			5	Firm has five (5) or more upto six(6) relevant technical staff
5	Firm Experience (minimum Five years' experience required)	20		(4) points will be given for each year of experience, beyond 5 years of mandatory requirement.
6	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.)	25		Five points will be awarded for each project of same nature on provision of supply order/certificate i. Supply of atleast 50 Laptops in single order (Max Five Supply Orders)
<b>Sub Total</b>		<b>100</b>		
<b>Minimum qualifying marks are 70% in above table whereas Annex "C" shall be compulsory. All supporting Documents to be attached for all relevant pages of Annex-B.</b>				

**TECHNICAL EVALUATION-PART-C**

**Annex-C**

(To be included in Technical Proposal)

<b>Laptops Specifications For Seventy (70) Enterprise Business Laptops</b>
<p style="text-align: center;"><b>Mandatory Requirements</b></p>
<ul style="list-style-type: none"><li>a. <b>Processor:</b> Intel ® Core i7 8th Generation (4 Core) Processor Base Frequency 1.8 GHz or higher</li><li>b. <b>Chipset:</b> Intel chipset, Intel HD Graphics (Integrated)</li><li>c. <b>Operating System:</b> Licensed Windows 10 Pro 64-bit (to be verifiable from Microsoft)</li><li>d. <b>Memory:</b> 1x16GB DDR4 installed, 32GB supported, 2 slots</li><li>e. <b>Hard Disk:</b> 512GB SSD HDD</li><li>f. <b>Display:</b> 14-inch HD Wide LED Ant-glare Non Touch</li><li>g. <b>Battery Life:</b> Up to 5 hours or more</li><li>h. <b>Keyboard:</b> Backlit Keyboard with Touch Pad</li><li>i. <b>Integrated Connectivity:</b> USB 3.0 port and 2.0 ports, HDMI port, RJ45, Wireless network 802.11 n/ac, Bluetooth, Camera and Microphone (built-in).</li><li>j. <b>Software:</b> Licensed MS Office 2019 Standard (to be verifiable from Microsoft)</li><li>k. <b>Warranty:</b> Three (3) Years manufacturer warranty for all components on site and Keep your hard-drive (KYHD)</li><li>l. <b>Certification:</b> Proposed Laptop should be TPM 2.0 TCG Certified.</li><li>m. <b>Accessories:</b> Manufacturer’s Brand Professional Backpack/carrying case, Bluetooth Optical Mouse, Original Power Adapter with Power Cable</li></ul>
<p>Annex-C above is compulsory</p> <p><b>NOTE: Specifications equivalent as mentioned above or higher/latest will be acceptable. Brand, model and part number etc. must be mentioned in bid.</b></p>

**Any inferior Specs of Laptops will be rejected**

Authorized Signature of bidder with seal stamp

**Financial Proposal (Bid Format)****Annex-D**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

<b>Required Specification</b>	<b>Quoted Specification (With Brand Name &amp; model #)</b>	<b>Unit Price Inclusive of GST</b>	<b>Qty</b>	<b>Total Price Inclusive of GST</b>
<b>Intel ® Core i7 8th Generation Enterprise Business Laptops with Three (03) years Manufacturer Warranty</b>			<b>70</b>	
<b>Total</b>				

Amount in words: (Rupees-----)

**Any inferior specs of Laptops 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, of Laptops Service Agreement (the "Agreement") 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

M/s \_\_\_\_\_

through Mr.....

bearing CNIC.....

having 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 seventy (70) Core i7 8<sup>th</sup> Generation Enterprise Business Laptops and have them delivered/supplied and installed/configured and supported by the Dealer/Supplier in accordance with the terms of this Agreement;
- B. The Authorize Supplier is a \_\_\_\_\_ (*details of incorporation*) being engaged in the business of supplying electrical, electronic equipment, has agreed to provide supply and deliver and thereafter maintenance/warranty services of the supplied laptops at Client HQs Building on the terms and subject to the conditions as set forth hereunder.
- C. The Authorize 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 supply and delivery of Core i7 8<sup>th</sup> Generation Enterprise Business Laptops as per Bill of Quantity (“BoQ”) to the Client in accordance with highest industry standards and satisfaction of the Client. The Authorize Dealer/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 laptops *at 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 supply Enterprise Business Laptops as per requirements prescribed under **Bidding Documents and its attached Annexure-A, B, C, D**;

### **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 attached as **Annexure-A, B, C, D**.

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/ Tender 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/Supplier mutually accepted by the Client and the Contractor.

### **3. Term**

3.1 Upon signing of this Agreement the Authorized Supplier shall be obligated to start the work on specified location 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 authorised Supplier and assign the work to any other Supplier/Partner

#### **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 Client is not satisfied with the delivery or quality of **Laptops** 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 supply of laptops does not meet the specifications, terms & conditions mentioned in bidding documents attached as **Annexure-A, B, C, D.**
  - d. In case of such termination, the authorized Supplier shall be paid for any Services actually rendered up to the date of termination or hardware supplied as per specification, 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.
- 4.2 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 laptops should be of best quality and as per technical specifications provided in the bidding document.

#### **6. Charges**

- 6.1 No advance payment shall be made against the supply of Laptops mentioned in the bidding document. Payment shall be made on provision of invoice/bill, after delivery of the Laptops at PTA Headquarters and issuance of provisional acceptance certificate, stock verification, physical inspection certificate by PC-I, verification of supplied equipment from manufacturer web-site and verification OS/MS-Office from Microsoft. Payment shall be subject to withholding of applicable taxes as per government rules.
- 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 supply and maintenance Services.
- 6.3 All payments to be made by the Client to the authorized Supplier 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** hereto.
- 7.2 The Supplier/Partner 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 Supplier/Partner 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 maintenance Services.
- 7.4 The Supplier/Partner 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 Authorized Supplier/Partner, 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 Supplier/Partner shall indemnify and hold harmless the Client, its Chairman, Directors, 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. Vendor will be responsible for the provision of free onsite warranty / support with labor and parts as per detail below;
  - i. Laptops All Parts: Three years Onsite Service Warranty or manufacturer warranty period, whichever is higher.
  - ii. Laptops Battery: Three (3) year battery replacement warranty from the date of actual date of delivery of Laptops or manufacturer warranty period whichever is higher.
- b. The warranty period will be considered from the date of actual date of delivery of Laptops.
- c. Warranty shall be verifiable from the manufacturer website.
- d. Supplier shall be promptly notified by PTA in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective laptop or parts with the product with same or higher specifications 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, the Hard-Drive to be retained with PTA and shall not be provided to the vendor.
- e. A penalty of 1% of the Retention Money 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.
- f. In case of non-satisfactory performance by the supplier during the warranty period, PTA reserve the right to forfeit the retention money in favor of PTA.

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: Supplier/Partner

By : \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

Title : \_\_\_\_\_  
Name : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

Witnesses

1. \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_

2. \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_