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INVITATION TO BID FOR SUPPLY AND INSTALLATION OF SECURITY & SURVEILLANCE CAMERA SYSTEM

Pakistan Telecommunication Authority (PTA), Zonal Office Multan is a Zonal Office of regulatory body of telecom sector in Pakistan invites sealed bids from the original manufacturers / authorized distributors / suppliers / Contractors etc., registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply and installation of Security & Surveillance Camera System.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for interested bidders at the office of the undersigned at PTA Zonal Office, House No. 61-A, Main Street Sabzazar Colony, Bosan Road, Multan. Price of the bidding documents is Rs. 500/- (Cash non-refundable). 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 Zonal Office, House No. 61-A, Main Street Sabzazar Colony, Bosan Road, Multan on or before **26th February, 2019** by **10:30 AM**. Technical bids will be opened on the same day at 11:00AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Muhammad Farooq
Zonal Director
PTA Zonal Office, House No. 61-A,
Main Street Sabzazar, Bosan Road, Multan
Phone: 061-6211200, Fax: 061-6211400
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Say No to Drugs



BIDDING DOCUMENTS

Sealed bids are invited from well reputed and authorized dealers/suppliers/distributors/etc registered with Sales Tax and Income Tax Department having at least three (03) years of relevant business experience for supply and installation of Security & Surveillance Camera System. Detailed specifications of above-mentioned items are provided in **Annex-C** of this document. Notice of the bids issued on PTA's/PPRA's websites is the part of this bidding document.

Terms and Conditions

1. General Information:

- a. Bidding documents duly completed in all respect will be received on or before **26th February, 2019** up to **10:30 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 Zonal Office Multan on the same day at **11:00 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 Zonal Office, Pakistan Telecommunication Authority (PTA), House No. 61-A, Main Street, Sabzazar Colony, Bosan Road, Multan.
- d. Successful bidder will sign a contract /agreement. A tentative draft agreement also placed in **Annex-E** of bidding document; subject to further modification/addition by PTA, if required.
- e. **Annex-A**, **Annex-B**, **Annex-C**, **Annex-D** and **Annex-E** 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 90 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 for each item/service, in the financial proposal in both figures and words without any ambiguity.
- v. **Annex-E**, draft agreement.

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% out of 90 marks, shall be eligible for the participation in financial bid opening.
- b. Financial bids shall be opened and evaluated by Zonal Purchase Committee of PTA's Zonal Office, Multan.
- c. Work will be awarded to financially lowest bidder among the technically qualified 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.

4. **EARNEST & RETENTION MONEY**

- a. Earnest money will be 2% of the bid amount and will be in the shape of pay order / demand draft in favor of Pakistan Telecommunication Authority. Earnest money shall be attached with the financial proposal otherwise proposal will not be accepted.
- b. Retention money shall be equivalent to 6% of total bid price of successful bidder. Earnest money of successful bidder shall be retained as retention money and remaining 4% shall be deducted from the payment.
- c. Bids without earnest money will be rejected without any right of appeal.
- d. Retention money of successful bidder will be retained till warranty period. However, earnest money of unsuccessful bidders will be returned after award of supply order to successful bidder.
- e. In case of cancelation of Supply Order due to default of the supplier, the earnest money shall be forfeited in favor of PTA.

5. PRICES

- a. The bidder should quote its rates clearly in Pak Rupees, against each item/service separately, inclusive of all applicable taxes i.e. GST, etc. in the financial proposal as per **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 equipment/software/service/etc mentioned in the bidding document.
- b. Payment shall be made on provision of invoice/bill, after supply & installation of the items, completion of job at PTA Zonal Office Multan and issuance of satisfactory completion/stock verification/physical inspection certificate by Zonal Purchase Committee.
- c. Final payment against cabling/wiring shall be made by measuring the actual quantities at quoted rates.
- d. Payment shall be subject to withholding of applicable taxes as per government rules.

7. EQUIPMENT / SOFTWARE / SERVICES

- a. Equipment should be new, not used or refurbished. The components of the equipment should be assembled by the manufacturer and shall be verifiable at principal manufacturer website.
- b. Equipment / software should be arranged through the legal channels by clearing all customs/duties/taxes (if any) levied by Govt.

8. SUPPLY & INSTALLATION / JOB COMPLETION PERIOD

- a. Supply & Installation of items / job completion shall be made within eight (8) weeks after issuance of supply order.
- b. Vendor will be responsible for the safe supply of equipment / software / installation at PTA Zonal Office Multan with the provision of warranty / support as mentioned in the bidding agreement.

9. WARRANTY/TRAINING

- a. Vendor will be responsible for the provision of free at least onsite warranty / support with labour and parts for period of one year or manufacturer warranty whichever is greater.
- b. The warranty period will be considered from the date of completion of entire job/successful installation.

10. PENALTY

- a. If the supplier fails to supply the items or to install the systems as per supply order or within due time. Then a penalty of 1% of total bid price per week will be charged up to maximum period of four weeks. (Days less than six will be considered as one week). Thereafter, his supply order will be cancelled and his earnest money will be forfeited.
- b. Further, penalty if any shall also be deducted at the time of payment.
- c. A penalty of 1% of the retention money per day will be charged if the faulty equipment replacement time exceeds the time mentioned, in the certificate provided as per S. No. 3 of **Annex-B**, during the warranty period.

11. DISQUALIFICATIONS

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

- a. Financial bid is submitted without the required earnest money.
- b. Offers 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. Any inferior product / spec / requirement that mentioned at **Annex-C**.

12. AFFIDAVIT

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

13. RIGHTS RESERVED

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

14. CHECKLIST

- | | | |
|----|--|----------|
| a. | Earnest money in shape of bank draft/pay order.
(cheques are not acceptable) | (Yes/No) |
| b. | Relevant documents for <u>Annex A</u> , <u>Annex-B</u> & <u>Annex-C</u> | (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. | Specification and other requirements are met | (Yes/No) |

General Evaluation Criteria

Mandatory Requirement	
1.	Firm has to produce Sales Tax and Income Tax Registration.
2.	Firm shall be authorized warranty provider on behalf of manufacturer. Documentary proof required.
3.	Minimum three (03) years of relevant experience of the vendor
4.	Firms should be in Active Tax Payer list of FBR
5.	Affidavit on Judicial Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body or company.
6.	Submission of certificate, of deposit of bid security alongwith financial proposal, with technical proposal.

Technical Capabilities of Bidder

General Evaluation				
S. No.	Attributes	Max. Marks	Marks Earned	Criteria
1.	Detail of Offices	10		i. 10 marks if firm has sales and services offices at Multan ii. 7 marks if firm has sales and services offices at anywhere in Punjab iii. 3 marks if firm has sales and services offices at anywhere in Pakistan (other than Punjab)
2.	Spare Parts Availability	10		i. 10 marks if firm has Spare Parts of the quoted model Depot/facility at Multan, ii. 7 marks if firm has sales and services offices at anywhere in Punjab iii. 3 marks if firm has sales and services offices at anywhere in Pakistan (other than Punjab)
3.	Replacement time for faulty equipment/parts under warranty period (Certificate has to be produced) (Clause 9(b) referred)	20		20 marks for 1-3 working days
				15 marks for 4-7 working days
				10 marks for 7-14 working days
4.	Total strength of relevant Technical Staff at Multan (List shall be attached with name, designation, qualification and related experience).	10		Firm must have minimum three (3) relevant technical staff in Multan, for which six (6) mark will be awarded. Further, two (2) mark for an additional technical staff in Multan.
5.	Firm Experience (minimum Three year experience required)	20		Firm must have at least 3 years of relevant business experience. Twelve (12) marks shall be awarded if this mandatory requirement is met. Further, four (4) marks will be given for each year of experience, beyond 3 years of mandatory requirement.
6.	Projects completed of similar nature (documentary proof be provided i.e. Supply Orders etc.)	20		Five points will be awarded for each project of same nature i.e supply/installation of Security & Surveillance Camera System, on provision of supply order/certificate
Sub Total		90		
<p align="center">Minimum qualifying marks are 70% in above table whereas <u>Annex C</u> shall be compulsory. All supporting Documents to be attached for all relevant pages of <u>Annex-B</u>.</p>				

PRODUCT SPECIFICATIONS:

1. Security & Surveillance Camera System

a. Security & Surveillance Camera:

- i. Image Sensor: 1/2.8" CMOS
- ii. Resolution: 1920 x 1080 / 2.0MP
- iii. RAM/ROM: 64MB/16MB
- iv. Network Protocol: IP
- v. IR Range: 25 to 30 meter
- vi. Focal Length of Lens: 2.8 / 3.6 mm
- vii. Frame Rate: 25fps
- viii. Video: Real-Time Transmission
- ix. Ingress Protection: IP66 or IP67
- x. Power Supply: 12V DC
- xi. Operating Temperature: -10°C to 55°C

b. Network Video Recorder (NVR):

- i. Recording Compression: H.265/H.264
- ii. Camera Input: 16 Channel
- iii. Playback: 16 Channel
- iv. Playback Search: By Time and Date
- v. Recording Rate: 200Mbps
- vi. Recording Resolution: 8MP
- vii. Third Party Camera Support: Yes
- viii. Interface: HDMI and VGA
- ix. Display Resolution: 1920 x 1080
- x. Storage: SATA HDD 4TB with Surveillance Grade
- xi. Network Interface RJ45
- xii. USB Interface: Yes
- xiii. Power Supply: 220 – 240 VAC, 50 Hz
- xiv. Operating Temperature: -10°C to 55°C

c. Power Supply for Camera:

- i. Input: 220 – 240V AC, 50 Hz
- ii. Output: 12V DC, 2.5 Amp
- iii. Environment: Weather Proof

d. LED TV:

- i. Screen Size: 48 Inches, Measured Diagonally
- ii. Display Resolution: 1920 x 1080
- iii. Ethernet Input: Yes
- iv. HDMI Input: Yes
- v. Display Language: English
- vi. Wallmount Bracket: Yes
- vii. Power Supply: 220 – 240 VAC, 50 Hz
- viii. Remote Control: Yes

e. Wiring of 2 Core Power Cable 23/76 with Material (Pure Copper)

f. Lan Cable UTP Cat6 with Material (Pure Copper)

g. 16 Port Switch Gigabit for Cameras

h. PVC Outdoor Box

i. HDMI Cable (to connect NVR & LED TV)

- j. RJ 45 Connector
- k. Data Cabinet 2U to Install NVR & Switch

Authorized Signature of bidder with seal stamp

Any inferior specs will be rejected

Financial Proposal (Bid Format)

Date _____

Company Name _____

Required Specification	Quoted Specification (With Brand Name)	Unit Price Inclusive of GST	Qty.	Total Price Inclusive of GST
<p><u>Model and Brand of Security & Surveillance Camera:</u></p> <ul style="list-style-type: none"> i. Image Sensor: 1/2.8" CMOS ii. Resolution: 1920 x 1080 / 2.0MP iii. RAM/ROM: 64MB/16MB iv. Network Protocol: IP v. IR Range: 25 to 30 meter vi. Focal Length of Lens: 2.8 / 3.6 mm vii. Frame Rate: 25fps viii. Video: Real-Time Transmission ix. Ingress Protection: IP66 or IP67 x. Power Supply: 12V DC xi. Operating Temperature: -10°C to 55°C <p>All specs as per detail mentioned in the technical bid in accordance with Annex-C</p>			10	
<p><u>Model and Brand of Network Video Recorder (NVR):</u></p> <ul style="list-style-type: none"> i. Recording Compression: H.265/H.264 ii. Camera Input: 16 Channel iii. Playback: 16 Channel iv. Playback Search: By Time and Date v. Recording Rate: 200Mbps vi. Recording Resolution: 8MP vii. Third Party Camera Support: Yes viii. Interface: HDMI and VGA ix. Display Resolution: 1920 x 1080 x. Storage: SATA HDD 4TB with Surveillance Grade xi. Network Interface RJ45 xii. USB Interface: Yes xiii. Power Supply: 220 – 240 VAC, 50 Hz xiv. Operating Temperature: -10°C to 55°C <p>All specs as per detail mentioned in the technical bid in accordance with Annex-C</p>			01	

<p><u>Model and Brand of Power Supply for Camera:</u></p> <ul style="list-style-type: none"> i. Input: 220 – 240V AC, 50 Hz ii. Output: 12V DC, 2.5 Amp iii. Environment: Weather Proof <p>All specs as per detail mentioned in the technical bid in accordance with Annex-C</p>			10	
<p><u>Model and Brand of LED TV:</u></p> <ul style="list-style-type: none"> i. Screen Size: 48 Inches, Measured Diagonally ii. Display Resolution: 1920 x 1080 iii. Ethernet Input: Yes iv. HDMI Input: Yes v. Display Language: English vi. Wallmount Bracket: Yes vii. Power Supply: 220 – 240 VAC, 50 Hz viii. Remote Control: Yes <p>All specs as per detail mentioned in the technical bid in accordance with Annex-C</p>			01	
<p>Wiring of 2 Core Power Cable 23/76 with Material (Pure Copper)</p>			1640 Feet (Approx.)	
<p>Lan Cable UTP Cat6 with Material (Pure Copper)</p>			3000 Feet (Approx.)	
<p>16 Port Switch Gigabit for Cameras</p>			01	
<p>PVC Outdoor Box (for outdoor camera)</p>			06	

HDMI Cable (to connect NVR & LED TV)			30 meters (Approx.)	
RJ 45 Connector			22	
Data Cabinet 2U to Install NVR & Switch			01	
Installation Charges for Entire Job				
Grand Total				

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

- i. Final payment against cabling/wiring shall be made by measuring the actual quantities at quoted rates.
- ii. **FINANCIAL BID not accompanied with earnest money will be rejected without any right of appeal.**

Authorized Signature of bidder with seal stamp

SERVICE AGREEMENT

(For Supply and Installation of Security & Surveillance Camera System)

This Agreement for Supply and Installation of Security & Surveillance Camera System (the “Agreement”) is made at _____, on _____ 2018;

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 and zonal office at 61-A, Main Street, Sabzazar Colony, Bosan Road, Multan, (hereinafter referred to as “the Client” which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assignees) of the One Part and

M/s.----- through Mr/Ms. _----- 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 assignees) 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;

1. Client is desirous to acquire the services of Contractor for supply and installation of Security & Surveillance Camera System in its zonal office Multan.
2. The Contractor is a _____ (details of incorporation) being engaged in the business of supply and installation of Security & Surveillance Camera System (“Services”) has agreed to provide these services subject to the conditions as set forth hereunder.

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

1. Definitions

- 1.1 In this Agreement, except as otherwise provided, the following words, expressions and/or phrases shall have the meaning as defined herein below. Words importing the singular only include the plural and vice versa where the context so requires.
 - a. “Agreement” shall mean the Agreement signed between the Contractor and the Client and any annexure, sub annexures attached herewith for the execution of Services. This Agreement and its attached annexure(s) or sub-annexure(s) constitute the exhaustive description of obligations of the Parties.
 - b. “Confidential Information” shall mean information, data, know-how, whether technical or not, which is disclosed by Client to Contractor, and which is related to security system, Security & Surveillance Camera System installation or otherwise as the case may be.
 - c. “Documents” includes but is not limited to instructions, terms and conditions, specification/description of items financial and technical evaluations and all other materials related to the services under this Agreement.
 - d. “Site(s)” shall mean the premises at the location(s) where the system will be installed.

- e. "Services" shall mean the supply and installation of Security & Surveillance Camera System by the Contractor under the terms of this Agreement and conditions which are set out in bidding documents.
- f. "Equipment" shall mean Security & Surveillance Camera System with hardware and software.

2. Scope of Agreement

- 2.1 Subject to terms and conditions of this Agreement the Contractor agrees to provide services as per requirements prescribed at **Annex-A** of this Agreement;

3. Term

- 3.1 Upon signing of this Agreement the Contractor shall be obligated to start the work on Site within _____ and complete it within projected time _____ calendar days. In case of failure Client will be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

4. Termination

- 4.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this agreement.
 - i. 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 thereof provided by the Contractor;
 - ii. Without cause, by giving three (03) days advance written notice to the Contractor.
 - a) If the Services do not meet the specifications, terms & conditions mentioned laid down in bidding documents.
 - b) If the Contractor, at any time, makes defaults in proceeding with the services with due negligence and continues to do so even after a notice in writing or commits default in complying with any of the terms and conditions of the Agreement or fails to complete the works/services on or before the date(s) of completion.
- 4.2 In case of such termination, the Contractor shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.
- 4.3 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. Contractor's Responsibility

- 5.1 The Contractor represents 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 Services to the Client in accordance with the highest industry standards and satisfaction of the Client.
- 5.2 The Contractor undertakes that services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.
- 5.3 The Contractor shall be responsible to fully rectify and compensate for any failure or delay or consequence thereof in the performance of any of its obligations under this Agreement owing to its negligence or mis-commitment.
- 5.4 All services shall be provided in conformity with the specifications laid down in the bidding documents, if requested by the Client proof will be furnish to the satisfaction of the Client
- 5.5 The Contractor shall ensure that Security & Surveillance Camera System to be supplied are new, unused and free from all defects and faults, workmanship and manufacture shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications, drawings and in accordance with the bidding documents.
- 5.6 The Contractor undertakes that Security & Surveillance Camera System shall be enough to work with standing wind, rainfall, hailstorm and other inclement weather conditions.
- 5.7 No compensation shall be payable to the Contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of

work/services. The Contractor shall make good all such damages at his own cost, and no claim on this account will be entertained.

5.8 The Contractor shall supply and install Security & Surveillance Camera System as per supply order/terms & conditions mentioned in bidding documents and Client will not be responsible to provide any support/other items during supply and installation of Security & Surveillance Camera System at Zonal Office Multan.

5.9 The Contractor undertakes that quality of services will be to the highest standards and in compliance with all terms, conditions of this Agreement, bidding documents and specifications.

6. **Warranty and Maintenance**

6.1 The Contractor hereby warrants that all equipment (hardware and software) as to its performance and functionality are free from and against any and all defects, faults and issues and are under warranty at least for a period of one year or as provided by manufacturer (the "Warranty Period") whichever is higher from the date of commencement of warranty as specified in the documents.

6.2 Any fault due to material, workmanship or structural faults or design flaws or technical defects which may be observed during the relevant warranty period specified in clause 6.1 shall be made good on urgent basis (within one (01) working day) by the Contractor at its own expense which shall include the cost of labour and replacement/fixing/repairing of parts.

6.3 If the Contractor fails to complete the repairs and remedial works to the satisfaction of the Client within the said period of one (01) working day specified in Clause 6.2, deduction against the retained money as specified in documents shall be made by the Client as a consequence of such failure in repair/maintenance work.

7. **Charges**

7.1 In consideration of rendition of the services by Contractor, the Client shall pay the Contractor, charges as specified in **Annex-B** of this Agreement subject to physical inspection and to the complete satisfaction of the Client.

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

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

8. **Invoice**

8.1 The Contractor shall submit its invoice in accordance with the rates/charges specified in **Annex-B** of this Agreement.

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

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

8.4 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.

9. **Resolution of Disputes**

9.1 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) **Director General (Enforcement)** 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)**.

(iii) In the event of failure of amicable settlement of dispute as above, either party of this Agreement may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 Pakistan and the rules issued there under.

9.2 All variations amendments 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.

10. Confidentiality

10.1 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.

10.2 The Contractor shall not divulge any details of the Security & Surveillance Camera System to any third party, either verbal or written, without the written permission of the Client.

11. Indemnification

11.1 The Contractor 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.

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. 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.

12.2 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.

12.3 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. Amendments

13.1 All addition(s), amendment(s), variation(s) or modification to this Agreement shall be binding only if in writing agreed and signed by the parties or their duly authorized representatives.

14. Governing Law

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

15. Waiver

15.1 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.

16. Severability

16.1 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.

17. Assignment

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

18. Annexures

18.1 Annex-A pertaining to the mandatory requirements, Annex-C pertaining to the description of item, Annex-D regarding Quantity and amount including GST, and all other terms and conditions and

Annexure(s) along with all documents of bid document 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.

SIGNED ON BEHALF OF

For and on behalf of the

For and on behalf of the Client

Supplier/Contractor

Pakistan Telecom Authority

Witnesses:

1. _____

2. _____