



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
<http://www.pta.gov.pk>

No.8/II/2019

Invitation to Bid
for Water Boring at PTA HQs and
PTA Hostel, Islamabad

Pakistan Telecommunication Authority, Government organization invites sealed bids from the civil engineering contractor firms enlisted in C-6 category of relevant field and duly registered with Income Tax/ Sales Tax Departments and on ATL of FBR and having minimum 10 years of experience for tube well Installation.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of undersigned. Price of the bidding documents is Rs. 500/- (non-refundable cash /pay order in favour of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **30th July, 2019** by **1030 hrs**. Technical bids will be opened the same day at 1100 hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.

Engr. Asif Saeed
Deputy Director (Civil Works)
PTA Head Quarters, F-5/1, Islamabad.
Ph.: 051-9225357, 9225352, Fax: 051-2878149
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Say No to Drugs

14x2 Col.

**“Tender for Water Boring in PTA HQs And PTA Hostel,
Islamabad”**

BID DOCUMENTS

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

PAKISTAN TELECOMUNICATION AUTHORITY

PTA HQs, F-5/1, Islamabad.

Ph.: 051-9225352

Fax: 051-2878149

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General Instructions

1. Pakistan Telecommunication Authority, Government organization invites sealed bids from the civil engineering contractor firms enlisted in C-6 category of relevant fields and duly registered with Income Tax/ Sales Tax Departments and on ATL of FBR and having minimum 10 years of experience for tube well Installation..
2. The Bidder has to survey the site for identifying actual BOQ and submit financial bid according to that.
3. The services will be hired according to **PPRA Single stage – two envelop procedure.**
4. Salient aspects of single stage – two envelop procedure are enumerated below:-
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of PTA without being opened;
 - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those companies will be opened and evaluated who will secure 70% marks in technical evaluation at **Annex-B**.
 - h. The financial proposals (as per **Annex-A**) of technically qualified companies will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of companies not qualified shall be returned

un-opened to the respective bidders; and

- j. The bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the firms which have qualified in the technical evaluation will become at par and the firm who has quoted the lowest financial bids will be awarded contract.
5. Bidders will be required to submit earnest money @ 2% of total bid price in the shape of pay order or draft in favour of PTA along with financial bid. A certificate in this regard is to be provided with Technical proposal that 2 % earnest money has been enclosed with Financial Proposal. Earnest Money of successful bidder will be retained as part of retention Money. Earnest money of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.
 6. Affidavit on stamp paper that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder.
 7. Tax will be deducted at source as per GOP rules.
 8. Firm should be registered with income tax department. Bidder shall also provide copy of NTN/ GST certificate.
 9. The successful company will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. **(Draft Agreement Attached)**.
 10. The company will commence work as per agreement between both parties.
 11. Each page of the documents should have sign and stamp of the bidder.
 12. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Purchase Committee- 1 (PC-1) whose decision will be final. However, the company will have the right to appeal to Chairman PTA.
 13. Incomplete tender/bids will be rejected forthwith.
 14. Bids having less retention money shall be rejected.
 15. PTA reserves the right to accept or reject the tender as per PPRA rules.
 16. MES specifications as per schedule shall be followed.
 17. Interested Companies may forward their proposals as per above instructions,

Financial Bid Performa (**Annex-A**), Technical Proposal/Mandatory requirements along with filled Performa (**Annex – B**) to the undersigned.

(**Engr. Asif Saeed**)

Deputy Director (CW)

051-9225357, 9225352

<u>SPECIAL STIPULATIONS</u>		
	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:	
1	Tender will be evaluated on the lump sum basis as a whole price of the project i.e; lowest bid, fulfilling the technical and mandatory requirements at Annex-B , shall be accepted and awarded the contract.	
2	Whereas, the pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemised basis.	
3	Bidders should quote in figures as well as in words.	
4	No claim on Escalation during the currency of Contract will be entertained.	
5	Arbitration	In case of any dispute or conflict between Contractor and Employer, the case will be referred to PC-I, PTA.
6	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on excess quantities	
7	PTA has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.	
8	Amount of Earnest Money	2% of total quoted rate of bid amount.
9	Form of Earnest Money	Either a pay order or bank draft from scheduled bank in favour of PTA.
10	Earnest Money	Earnest Money of successful Bidder will be retained as part of retention Money. Earnest money of unsuccessful Bidder will be returned on issuing of Work Order to successful bidder but not later than 30 days from the date of opening of financial bid.
11	Retention Money	Retention Money is limited to 6% of the contract value and will be retained from each running bill @ 4 %. Final adjustment will be made at the time of release of Final Bill.
12	Release of Retention Money	Retention Money will be released after expiry of defect liability period i.e. 12 month(s) of completion of work subject to no complaint from DD (CWs).
13	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fail to do so, PTA will get the job/work done from open market and the amount will be deducted from the retention money.
14	Time of commencement of work	Within 7 days of the issuance of work order
15	Time of completion of work	60 days from the commencement of work.

16	Imposition of Penalty for non-completion of the work within stipulated time	0.1% per day of the contract price the date of completion and maximum up to the extent of 10 % of the work on the completion date.
17	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
18	Payment	Full and Final payment will be made after successful completion of work subject to approval of the Competent Authority and on the recommendations of DD (Civil Works) and PC-1 of PTA.
19	You will work under the technical guidance of Deputy Director (Civil Works).	
20	All material/equipment will be checked and approved by the Deputy Director (Civil Works) before commissioning of work.	
21	Full and final payment will be made after verification of work on submission of bill(s) duly accompanied with Measurement Sheets and after getting approval from the Competent Authority.	
22	Secure advance amounting to 70 % of the cost of the items of BOQ for material only will be paid to contractor once the material has reached the PTA site and on the recommendation of DD(CWs). The same will be adjusted while making the final payment.	
23	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
24	Bid Should be valid for 90 days from the last date of submission.	
25	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
26	Each page of bid/document should be signed and stamped by the bidder.	
27	Bids/rates or amounts should be inclusive of all taxes, income and sales tax payable to Government of Pakistan or local bodies and no claims in this regard shall be entertained by PTA.	
28	The contractor rate shall include all incidental charges in connection with work which are required to complete the project and are not included in the BoQ. No extra payment will be made in this regard.	

Tender for Works

I/ We _____ hereby tender for the execution for the PTA of the work specified in the underwritten memorandum with in the time specified in such memorandum at the % age _____ above or below for scheduled items and %age _____ above/below for non-scheduled items specified therein, and in accordance in all respects with the specifications, designs, and instructions in writing and with such materials provided for, by and in all others respects in accordance with such conditions so far as applicable.

MEMORANDUM

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

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

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

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

Contractor's Signature and Stamp

Witness.....

(Name in full Letters).....

CNIC no.

Address.....

<u>Name of Work</u>		<u>Tender for Water Boring at PTA HQs And PTA Hostel, Islamabad</u>
<u>General Abstract of Cost</u>		
1	Estimates based on MES Schedule rates 2014	<u>Rs. 7,132,824/-</u>
2	Quoted Percentage _____above/below	
3	Price including above/below %age	
4	Estimates of Non Schedule Items	<u>Rs. 1,963,000/-</u>
5	Quoted Percentage _____above/below	
6	Price including above/below %age	
7	Total quoted Bid Amount for Schedule and Non Schedule items	
8	Earnest Money (2% of the bid amount)	<u>Rs.</u>
9	<u>Amount In words</u> _____ _____ _____ _____	
Note: Contractors are required to give only percentage in words & figures, above or below on estimated amount to tender.		
<u>Sign and Stamp of the Bidder</u>		

<u>S#</u>	<u>Sch.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
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	<u>Item No</u>					
1		Trial bore 150 mm dia				
		In any soil, drilling Trial bore hole 150 mm dia				
1-a	19-43	up to 50 meter	50	Mtr	1836.45	91,823
1-b	19-44	up to 100 meter	50	Mtr	2258.83	112,942
1-c	19-45	up to 150 meter	50	Mtr	2422.89	121,145
1-d	19-46	beyond 150 depth	20	Mtr	2558.79	51,176
2		Bore 15" dia				
		In any soil, drilling bore hole, 375 mm dia, employing Reverse Rotary, Hydraulic method/Percussion method,				
2-a	19-31	Up to 50 meter depth	50	Mtr	2448.6	122,430
2-b	19-34	Up to 100 meter depth	50	Mtr	3495.38	174,769
2-c	19-37	Up to 150 meter depth	50	Mtr	3679.02	183,951
2-d	19-40	beyond 150 depth	20	Mtr	3856.55	77,131
3		Shrouding Gravel				
3-a	19-59	Supply and Pouring of Shrouding Gravel of requisite grade, in annular space between blind pipe/strainer and bore hole according to specifications for 200 mm dia blind pipe/strainer	170	Meter	115.64	19,659
3-b	18-6	Tube, Water Quality (GI) with all fittings (i.e sockets, bends, tees, elbows where required) and laid complete in trenches (excl excavation) or fixed to wall, floor (surface or concealed) and ceiling etc, incl caps and plugs as required 65 mm dia (light), supply and fixing. for pouring of shrouding material	40	Meter	1132.4	45,296
4		Sanitary Seal				
	19-62	Provision of Sanitary Seal of approved design and specification for 200 mm dia blind pipe.	20	Meter	876.04	17,521
5		Develop, Test and Sterilize				
	19-65	Develop, Test and Sterilize tube well in accordance with approved procedure, 200 mm dia	1	Each	88149.6	88,150
6		Sluice Valve				

	18-263	Sluice Valve, according to BSS-3464 class 150,(Table 18-1-5) flanged and drilled to BS Table 18-1-19, complete with rubber packing, 80 mm dia, supply and fixing.	3	Each	13732.67	41,198
7		Non Return Valve				
	18-275	Non return valve or reflux valve, screwed, flanged and drilled to BS Table 18-1-9, 80 mm dia, supply and fixing.	1	Each	5652.29	5,652
8		Excavation				
	1-1	Excavation as in Ordinary Soil up to 1.5 M depth , in foundation and pipe trenches up to 1.5 M wide, in shafts, wells and independent holes up to 30 sqm each and throw earth clear of edges of excavation within 10m. Timbering to be paid extra (<i>Foundation and Trench over 1.5 M widths will be treated as Areas</i>).	200	Cum	181.15	36,230
9		MS Pipe				
9-a	18-428	MS Pipe , Water Quality (heavy), 80 mm dia, with all fittings i.e. sockets, bends, tees, elbows, etc. where required, laid complete in trenches, as specified in para 18-1-2 (excl cost of excavation), supply and fixing	100	Meter	1977.4	197,740
9-b	18-344	Flanges MS/GI, drilled to B.S Table 18-1-9,for screwed pipe, 80 mm dia, supply and fixing including nut bolts, washers and gaskets. Complete in all respect	60	Each	542.36	32,542
9-c	18-75	Prepare surface clean of all dust, dirt etc. of MS Pipe 80 mm dia and applying two coats of bitumen solution and then wrap all around with bitumen paper duly dipped in bitumen solution with overlap of 100 mm (excl cost of pipe)	100	Meter	130.39	13,039
10		4 Core Electric Cable16mm				

	25-161	Cable electric LT PVC insulated, PVC sheathed, armoured overall PVC 600/1000V with stranded copper conductor , 16mm ² , 4 core, laid in trenches, complete with bricks, sand (excl cost of excavation), supply and fixing.	220	Meter	1304.69	287,032
11		MCCBS				
	24-392	MCCB, TP 500/600V, 50/60 cycles, complete with thermal and magnetic trips, but 15 to 60A (breaking capacity 5 KA), (breaking capacity 2.5 KA), Supply and fixing.	1	Each	6959.39	6,959
12		PCC Concrete				
	3-16	Providing and laying of CC Type B using crushed or broken stone in walls , sills, copings, channels, drains, steps, string courses, corbels pier caps, hinge stone, bed plates etc, including form work and fair faces to exposed surfaces.	20	Cum	8295	165,900
13		MS Blind Pipe				
	19-47	Supply and installation of MS blind pipe 5.0 mm thick, 200 mm dia with welding joints. Complete in all respect as per satisfaction of engineer	140	Meter	4652.25	651,315
14		Stainless Steel Strainer				
	19-53	Supply and installation of stainless steel strainer, 4.75 mm thick, 200 mm dia, with welding joints complete in all respect as per satisfaction of engineer.	30	Meter	33815.08	1,014,452
15	19-56	Bail Plug				
		Supply and installation of bail plug ,200 mm dia of approved specifications	1	No.	8361.97	8,362
		Total Scheduled Items (A)				3,566,412
S#	Non	Description	Qty	Unit	Rate	Amount

	<u>Sch.</u> <u>Items</u>					
16	NS-1	Electrical logging				
		Electrical Logging of the trial bore along with data for designing the tub well as per the original strata.	1	Job	15,000	15,000
17	NS-2	Video logging				
		Video Logging of the bore along with the data	1	Job	10,000	10,000
18	NS-3	Yield Test				
		Yield test with air compressor for determining the discharge of the well.	1	Job	35000	35,000
19		Submersible Pump 15-HP				
19-a	NS-4	Providing and fixing of Pumping set submersible of make KSB, HMA or equivalent as approved by engineer in charge, with electric motor driven 15 HP with head up to 450 feet, 400 V, 3 phase, 50 cycles, complete with pump, motor, motor control, Powder Coated DB with volt & Amp Meters and all safeties, MCCB triple Pole 500/600 V having thermal and magnetic strips, Circuit breakers of required Capacity with column pipes along with flanges, nuts bolts etc. Water proof electric cable of the required capacity. Complete in all respect or as per satisfaction of engineer.	1	Nos	900,000	900,000
19-b	NS-5	Same as NS-4 but of 20 HP capacity (if required) for rates only	1	Nos	1,000,000	
20	NS-6	Pressure Gauge				
		Providing and fixing of pressure gauge complete best in quality.	1	Each	6500	6,500
21	NS-7	Clamp 3"				
		Providing and fixing of Clamp 3" complete with rubber packing, complete best in quality.	2	Each	2500	5,000
22	NS-8	Water Pressure Switch				-
		Providing and fixing water pressure switch for turning off water pump when over loaded.	1	Each	10,000	10,000

		Total Non-Scheduled Items (B)				981,500
		Grand Total (Scheduled + Non Scheduled) (A+B)				4,547,912
		<u>Grand Total for PTA HQs and PTA Hostel</u>	<u>2</u>	<u>Job</u>	<u>4,547,912</u>	<u>9,095,824</u>
Notes:						
1	Bore log is to be maintained in a glass tube for the tube well for record in a glass tube of 2 " dia.					
2	2 x bores are to be dug. One at PTA HQs and other at RTTS Building H-10/4. The same BoQ will be used for the bidding however, for billing separate bills are to be submitted as per actual measurements of the site.					
3	Payment of Trial bore and electric logging when completed will be paid either the bore is successful or not.					

Technical Evaluation Criteria & Mandatory requirements

Annexure-B

Part A) Mandatory Requirement *				
1	Firm has to produce Sales Tax/Income Tax Registration.			
2	Proof of Active Tax payer list of FBR			
3	Certificate that 2 % Earnest Money is enclosed.			
4	Minimum 10 years of experience of firm/company. Documentary proof is to be attached.			
5	Affidavit on stamp paper amounting to Rs. 100/- that firm is not black listed.			
6	Must be enlisted with PEC in C6 category for the year 2019 in the relevant field.			
Part B) Technical Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Office in Rawalpindi / Islamabad	5		Firm having its office in Rawalpindi/Islamabad will get 5 marks.
2	Financial Health	25		Provide bank statements of last three years. Marks will be awarded on the following criteria. i. Annual transactions debit & (credit) of more than 15 million per year for three years (25Marks) ii. Annual transactions debit & (credit) of more than 10 million per year for three years (15 Marks) iii. Annual transactions debit & (credit) of more than 5 million per year for three years (5 Marks) iv. Annual transactions debit & (credit) less than 5 Million per year (0 Marks)
3	General Experience of firm	10		Firms having experience of 10 years will be awarded 5 marks. 1 mark/year shall be awarded for each additional year up to 5 years maximum of 10 marks.

4	<i>Specific Experience of firm for providing & Installation of Fire rated doors UL listed (imported)</i>	20		<i>Only jobs of similar nature i.e. tube wells having worth 2 million or more shall be considered. For each job 2.5 marks will be awarded up to max. of 20 Marks. Documentary evidence like work/supply order/completion certificate/pictures etc. is to be provided.</i>
5	<i>Active Tax Payer</i>	10		<i>If the firm is active tax filer than for each year 3.33 marks will be awarded max. Up to 10 marks. Tax return filed for previous three tax years is to be attached.</i>
Sub Total		70		
<p>i. Minimum technical qualifying marks are 70% in above table whereas specifications of material as per Annex "A" shall be compulsory.</p> <p>ii. Provide documentary evidence for claiming the numbers in evaluation like work orders/completion certificates/tax returns/registration certificates etc.</p> <p>iii. All supporting attested documents to be attached for part A and B of this Annexure.</p>				

AGREEMENT

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

THIS Supply and Service Agreement (the "Agreement") for **Water Boring at PTA HQs, F-5/1 and PTA Hostel, H-10/4, Islamabad** is made on this day _____ 2019;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through Mr..... bearing CNIC having place of business at.....

... hereinafter referred to as "**the Contractor**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

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

WHEREAS

- A. Client is desirous of procuring the services of the Contractor for **Water Boring at PTA HQs, F-5/1 and PTA Hostel, H-10/4, Islamabad**. (Hereinafter referred to as "**Services**").
- B. The Contractor is a _____ (*details of incorporation*) which represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite works as per BoQ to the Client in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the **Services**;

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

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Contractor agrees to provide **Services at PTA HQs, Islamabad** as per requirements prescribed under **Bidding Documents to this agreement;**

2. Agreement Documents

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

- a) 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) Earnest money/ Tender Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Retention Money.
- j) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.

3. Term

Upon signing of this Agreement the Contractor shall be obligated to start work on specified location by Client within **07 days** and complete it within projected time **60 calendar days**. In case of failure the Client will be entitled to deduct any amount payable to the Contractor and assign the work to any other Contractor at its discretion.

4. Termination

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

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services

- or quality of Equipment's being provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the Contractor.
 - c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
 - d. In case of such termination, the Contractor shall only be paid for works which are as per specifications and actually rendered up to the date of termination, and any advance payment in respect of Services, Islamabad not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

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

5. Deliverables

- 5.1 The work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.
- 5.2 The Contractor shall furnish the certificate that **services** have been provided as per technical specifications and BoQ.

6 Charges

- 6.1 In consideration of rendition of the **Services** by Contractor the Client shall pay the Contractor, charges as specified in **Annexure-A** to the complete satisfaction of the Client.
- 6.2 No mobilization advance will be paid.
- 6.3 Secure advance amounting to 70 % of the cost of the items of BOQ for material only will be paid to contractor once the material has reached the PTA site and on the recommendation of DD (CWs). The same will be adjusted while making the final payment.
- 6.4 Full and final payment will be made after successful completion of work and on recommendations of PC-1 PTA and DD (Civil works).
- 6.5 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 Client to be adequate and sufficient consideration for the rendition of Services by the Contractor.

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

7 Invoice

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

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

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

8 Confidentiality

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

9 Warranty certificate:

The Contractor shall provide warranty certificate on completion of work that installation has been carried out in accordance with principal manufacturer. Warranty of one year period shall be provided of the executed works.

10 Indemnification

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.

11 Resolution of Disputes

11.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

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 In case of the force majeure event the Contractor shall provide 7 days’ notice of such event and its inability as a result thereof.

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 Amendment

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

17 Assignment

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

18 Annexure

- i. **Annexure A** pertaining to description of items/ Qty. and **Annexure B** pertaining to Technical Evaluation Criteria and Mandatory requirements forms an integral part of this Agreement and has to be read and construed as part of this Agreement.

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

For and Behalf of Client.

For and on Behalf of Contractor

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

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

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____

