



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

INVITATION TO BID

(Hiring of Janitorial Services for PTA Zonal Office Muzaffarabad)

Pakistan Telecommunication Authority (PTA) (Telecom regulator in Pakistan & Azad Jammu & Kashmir) invites sealed bids from well reputed janitorial company, having minimum 5 years of experience and registered with Income Tax and Sales Tax Departments and who are on active tax payers list of the Federal Board of Revenue or Inland Revenue Department AJK Council for provision of Janitorial Services, for the period of 03 years which will be further extendable on satisfactory performance.

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

The Bids prepared in accordance with the instruction in the bidding documents, must reach at the office of undersigned, on or before **12th December, 2019** up to **10:30 AM**. Technical Bids will be opened on the same day at **11:00 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk.

ZONAL DIRECTOR

PTA Zonal Office, B-78 Upper Chatter Housing
Scheme, Muzaffarabad AJ&K.
PH: 05822-921198, 921200, FAX: 05822-921199
Email: muzaffarabad@pta.gov.pk

"Say No to Drugs"



TENDER DOCUMENTS

Hiring of Janitorial Services at PTA Zonal Office, House No: B-78, Upper Chatter Housing Scheme, Muzaffarabad Azad Kashmir

1. PTA intends to hire the services of a well reputed Janitorial Company for provision of janitorial services at PTA Zonal Office, House No: B-78, Upper Chatter, Housing Scheme, Muzaffarabad. The services will be hired according to **PPRA Single stage – two envelop procedure**.
2. Salient's of single stage – two envelop procedure are enumerated below: -
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICALPROPOSAL" 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 Zonal Office without being opened;
 - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those bidders will be opened and evaluated who will obtain 70% marks in technical evaluation.
 - h. The financial proposals of short-listed bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of bidders not qualified shall be returned unopened to the respective bidders.
 - j. The bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the bidders qualified in the technical evaluation will become at par and the bidder who has quoted the lowest financial bids will be awarded contract.
 - k. If two bidders quoted equal financial bids then the firm who has obtained the higher marks in technical evaluation will get the contract.
3. No claim in Increase/Escalation in contract amount due to any reason during the Contract will be entertained.
4. Bidders will be required to submit Bid Security @ 2% of first year bid price in the shape of pay order or draft in favor of PTA along with financial bid. A certificate in this regard is to be provided with Technical proposal that 2 % Bid Security has been enclosed with Financial Proposal. Bid Security of successful bidder will be retained as part of retention Money.

Bid Security of un-successful bidder will be returned on award of contract by PTA but not later than 30 days from the date of opening of financial bid.

5. Affidavit that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder with technical proposal.
6. Tax will be deducted at source as per GOP & Govt. of AJK rules.
7. Bids validity period shall be 90 days from the opening of technical bids.
8. The firm should be registered with Tax authorities (i.e. Income Tax from FBR or AJK In-land revenue). Registration Number should be clearly mentioned and valid documentary evidence be attached.
9. Safety of its employees from injury will be responsibility of the janitorial company.
10. The successful bidder will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
11. This contract period will be initially for Three-year w.e.f. _____ to _____. However, contract renewal/extension will be on yearly basis on mutual consent subject to satisfactory performance certificate issued Zonal Director.
12. The janitorial company will commence work as per agreement between both parties.
13. Each page of the documents should have sign and stamp of the bidder.
14. All material will be checked and approved by the Zonal Director before commissioning of job.
15. Janitorial company will work under the supervision of Zonal Director.
16. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Dir. (Administration) PTA HQs Islamabad. However, the janitorial company will have the right to appeal.
17. In-complete bids will be rejected forthwith.
18. Janitorial Company will only employ those persons who are adult (18 years of age or above), mentally and physically fit for the job.
19. Janitors will wear a uniform (approved uniform from Zonal Office) with identification card showing his name and company name duly signed by company manger in Zonal Office premises.
20. Fair wages rule be adopted as per instructions of Government of Pakistan & Govt. of AJK. No individual of the company working in Zonal Office will be paid less than prescribed by Government of Pakistan & Govt. of AJK from time to time.
21. The rates quoted by Janitorial Company shall be firm and final during the contract period.

23. PTA Zonal Office reserves the right to accept or reject the tender as per PPRA rules.
24. Interested Janitorial Companies may forward their proposals as per above instructions, Scope of services (**Annex-A**), Technical Proposal along with filled Performa (**Annex –B**) and financial bid (**Annex-C**) to the undersigned.

Zonal Director
PTA Muzaffarabad (05822-921198)

SCOPE OF WORK/SERVICES

Following Services will be provided by Janitorial Services on daily basis five times a week and on special occasions if needed.

Staff Required

- 1 Persons (for 5 working days in a week on eight hours basis + on special occasion)

Area / Building

- PTA Zonal Office Building (First Floor + Second Floor+ Parking Area + PTA Office Premises)

Services to be Provided.

ONCE DAILY

- Spotless cleaning of all rooms of all officers and stores, halls and parking area, footpaths, conference room, staff rooms and kitchen, Reception Area of office building, Corridors, Staircases. Vacuum and spot cleaning of all carpets
- Sweeping/brooms of area in front and behind of PTA Building (within PTA premises)
- Removal of all fingerprints, dirt, etc. from all glasses, doors and light switches.
- Empty all waste paper bins and other trash containers, disposal of all litter / garbage / debris from entire covered and open building premises and then dispose them off.
- Washing of all mirrors, dispensers, faucets, flush tanks etc. with non-scratch disinfection cleaners, wipe and dry all sinks.
- Washing of all toilets and sinks with disinfection material.
- Provision of clean towels in washrooms every week. (+ on special occasions)
- Cleaning and dusting of all interiors and exteriors of the building, which are under the use including false ceiling of floors, staircases and other metal items.

TWICE AT LEAST (Daily) & On REQUIREMENT

- Cleaning, Sweeping and mopping with disinfection material
 - Corridors, Stairs, Waiting area in office building.
 - Cleaning of toilets with branded disinfection material and provision of phenyl Balls in basins.
 - Emergency cleaning whenever required.
 - Spraying of air fresheners in corridors.

Weekly services

- Cleaning and washing of external area of Zonal Office Building that is in front and back of building.
- Removal of Spider webs from offices & building.
- Cleaning of external windows.
- Dusting of fans.
- Dusting of walls and Cleaning of roof tops of building.

BI ANNUAL SERVICES

- Cleaning of External windows of Zonal Office building twice a year as per satisfaction of officer in charge. Vendor will follow all safety standards and precautionary measures for safety workers.
- Any other special cleaning required and directed by Officer in charge.

GENERAL INSTRUCTIONS

- Company will provide liquid soap (Lux / Safeguard), towels of (1.5'x2') size (export/best quality), tissue rolls (Rose Petal Soft) and other toilet accessories including air freshener tablets & phenol balls in washbasins etc. as per requirement tabulated below in the toilets/floors of the building. The quality these fast-consuming products shall be on the discretion of Zonal Office and company will ensure regular availability.

Sr.No.	Item	Quantity
I	Liquid Lux / Safeguard Soap (Medium Size)	As soon as the provided volume of soap is consumed by $\frac{3}{4}$ of volume.
li	Towels (1.5'x2') white exports quality	Provision of 6 towels (clean) of weekly for office Building for 5 working days.
lii	Tissue rolls (Rose Petal Soft)	As soon as the provided volume of Tissue roll is Consumed by $\frac{7}{8}$ of volume.
iv.	Tissue paper Rose Petal	As per require
V	Air Fresher Tablets (Room)	On consumption of provided ones.
Vi	Phenol Balls or perfumed Wax in wash basins.	Good quality Imported ones which is specially made for the shanks/sinks for all washrooms of Zonal Office. On consumption of provided ones in
vii.	Disinfection & Cleaning material (Sweep, Harpic, Dettol, Acid, Liquid Phenyl (Finnis), Glint, Surf, Vim, Scrubbers, etc.) to be used in washrooms, floors, offices, outer premises etc.	It will be used on daily basis and uninterrupted supply should be Made to Janitors for cleaning.
viii.	Brooms, Mobs, Dusters,	As per requirement and good quality to be used.

ix.	Air fresher spray (export quality)	To be sprayed twice and in offices or on VIP Movement.
x	Lu blue in Toilet Cisterns	To be provided in washrooms and new ones on consumption of Old one.
xi.	Morten spray (mosquito killer)	3 every month.
xi.	Kitchen Rolls	To be provided on requirement basis

TECHNICAL PROPOSAL
Summary of the Company

1. Name of the Company _____
NTN (enclose copy) _____
GST # (enclose copy) _____
Office in Muzaffarabad _____
2. Experience _____(Not less than 5 years)
3. Certificate of Registration with Employees Old-Age Benefits Institution (**EOBI**) and
Employees Social Security Institution (**ESSI**) (enclose copy)
4. Good Performance Certificate (agreements/letters by Previous clients)
5. Similar Assignments in hand (enclose copy of agreements/letters)
6. List of Major Clients

Technical Evaluation Criteria

Mandatory Criteria*:		
	<ul style="list-style-type: none"> i. Registration with FBR, AJKIRD & BRA (income tax & Sales Tax) ii. Company/firm should be of ATL list of FBR/BRA/AJKIRD iii. Certificate of Registration with Employees Old-Age Benefits Institution (EOBI) and Employees Social Security Institution (ESSI) iv. Minimum 05 years of experience. v. Affidavit on Judicial Paper to the effect that the firm has not been black listed by any government/semi government/autonomous body or company. vi. Submission of certificate, of deposit of bid security along with financial proposal, with technical proposal. 	
Sr. #	Criteria	Marks
1	Experience: (with documentary evidence) 05 marks per year beyond minimum experience of 05 years	20
2	Active Tax Payer Proof: (enclose Documentary evidence)	10
3	Good Performance Certificate (provided by the Previous clients): 2 Pts per Certificate max up to 10 pts (Enclose certificates)	10
4	Copies of similar agreement in hand: 2 Pts per Agreement max up to 10 pts (Provide Copies of signed agreements/ work orders)	10
5	Major Clients: (Provide Work order copies) Corporate/Multinationals/Hospitals (5 pts/client) Factory/parks/Universities (3.5/client) Government/Residential (2.5 pts/client)	10
6	Physical Verification from Clients by Committee: Satisfactory Response (10 marks) Non-Satisfactory Response (Nil)	10
Note: Minimum marks for qualifying for financial evaluation will be 70%. If physical Verification result is not satisfactory then the bid will be rejected forthwith.		

*. Failing to meet any of the above requirements shall result into disqualification of bid.

Annexure- C

Financial Bid for the provision of Janitorial Services to PTA Zonal Office Muzaffarabad					
Sr. No	Description	Amount for 1st year of Contract + GST	Amount for 2nd year of Contract + GST	Amount for 3rd year of Contract + GST	Grand Total + GST
1	Provision of Janitorial services of 1x janitors for PTA Zonal Office, Muzaffarabad including all material as per scope of services "Annexure-A"				

Note:

1. Attach 2 % Bid Security of first year bid price along with this bid form in original. Technical proposal must contain a certificate regarding attachment of Bid Security along with financial bid, failing to which may result in disqualification.
2. Financial Bid is to be submitted on this format only.
3. GST amount be mentioned separately.
4. The quoted rates will be final for contract period. No request for enhancement of rates due to increase in Govt. taxes, minimum wages ets shall be entertained by PTA.
5. In addition to this, the breakup should be attached along with financial bid as per the following format.

Breakup – Financial Bid for the Provision of Janitorial Services to PTA Zonal Office Muzaffarabad

Mandatory				As per Company's Bid				Total	Mandatory		Total
Salary as per Labor Law / Gop/Goajk Notification (in Rs.)	Four days paid leave as per Labor Law (in Rs.)	EOBI (in Rs.)	ESSI (in Rs.)	Insurance Cost (in Rs.)	Admin Cost (in Rs.)	Material Cost (in Rs.)	Company take / commission / Service charges (in Rs.)	Rates Excluding Tax (in Rs.)	BST (Currently 15 %) (in Rs.)	Income Tax (Currently 10 %) (in Rs.)	Rates including taxes (in Rs.)

Note: Includes Uniforms/Badges/Jackets/ID Cards etc. Furthermore, Bid should be as per Govt minimum wage rules otherwise Bid will be rejected by PTA.

SERVICE AGREEMENT
(FOR JANITORIAL SERVICES)

This Service Agreement (the “Agreement”) for provision of janitorial services is made at _____
_____ on this _____ day of _____, 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 and its Zonal Office, at Muzaffarabad through Zonal Director, Muzaffarabad (herein after referred to as the “PTA” which expression shall, where the context so permits, include its , administrators or assigns) of the One Part and;

M/s. _____ through
_____ bearing C.N.I.C No. _____ having its
Registered office _____ (hereinafter referred as the “Contractor
“which expression where the context so permits shall include its successors, administrator 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,

1. PTA is desirous to acquire the janitorial services for cleaning building floors including common areas whether in use or vacant by sweeping, mopping, scrubbing, or vacuuming them, gather and empty trash and more as prescribed in Scope of Work/Services (hereinafter referred to as the “Services”) attached as **Annexure-A** of Bid document of this Agreement. of its Zonal office Muzaffarabad, (hereinafter referred to as the “Premises”) in accordance with the terms of this Agreement;
2. The Contractor _____ being engaged in providing such type of Services and has agreed to provide these services to PTA ZO Muzaffarabad on the terms and subject to conditions as set forth hereunder.
3. The Contractor represents that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan & govt. of AJK, and that it has the requisite expertise and resources to provide top quality of requisite Services to PTA in accordance with the highest standards and satisfaction of PTA. The Contractor undertakes that the Services shall be provided only through the staff/labor/workforce that has the requisite expertise and experience in this regard.
4. Upon the basis of the representations and warranties of the Contractor contained herein, PTA wishes to appoint the Contractor to provide the Services in its 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, PTA and Contractor hereby agree as follows:

1. SCOPE OF AGREEMENT

1.1 Subject to terms and
conditions Services to PTA as per
Annexure-A of

Of this Agreement the Contractor agrees to provide the of
Bid document of this Agreement.

2. Term and Termination

2.1 The Initial Term of this Agreement shall be three (03) years commencing from (date/month/year)_____, 2019 and ending on _____, 2022 both days inclusive. The Agreement may be renewed as per PPRA rule by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the parties' subject to satisfactory performance of the other party.

- a. Notwithstanding anything herein contained PTA shall be exclusively entitled to terminate this Agreement; without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case PTA is not satisfied with the quality of Services being provided by the Contractor;
- b. Without cause, by giving one month advance written notice to the Contractor.
- c. 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.
- d. PTA 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.

2.2 The Contractor can terminate this Agreement by giving two (02) months notice to PTA.

3. Payment

3.1. It is agreed that PTA shall pay to the Contractor Rs. _____ inclusive of all applicable taxes for first year + Rs. _____ inclusive of all applicable taxes for

Second year +Rs _____ inclusive of all applicable taxes for third year on account of Services rendered by the Contractor in accordance with the scope of services and further description contained in this Agreement. The payment shall be made through cross Cheque credited to the account of the Contractor i.e. M/s _____ for rendering the Services. on submission of invoice/Bill having GST invoice on monthly basis duly verified by the In charge and countersigned by officer, after deduction of Tax(s) at source as per Government Rules prevalent at the time of payment.

3.2 The Contractor shall be responsible entirely for any kind of tax, duties and charges whether present or future, payable in respect of his men and material. In this connection PTA shall deduct at source all such taxes, duties, charges, as provided under the law of the land before making the payment to the Contractor. No any additional amount should be claim by the Contractor.

5. The PTA shall have the right to require the Contractor to replace any of his employee/workmen whose conduct or performance is not satisfactory or PTA in its sole judgment consider that such employee/workmen of the Contractor shall be replaced immediately for security reasons in that event the Contractor shall be under obligation to provide replacement of such person immediately.

4. GENERAL INSTRUCTIONS

4.1 The Contractor shall provide liquid Soaps (lux/safeguard), Towels (large size 1.5x2 white color export quality) rose petal facial tissues, rose petal tissue rolls, phenyl balls in washbasins, air freshener, air freshener tablets (approved branded high quality product) and other toilet accessories as per requirement, in all toilets of PTA buildings. The quality and quantity of fast consumable products shall be on the discretion of PTA and the Contractor will ensure regular availability.

4.2 The Contractor would provide and maintain daily consumable items i.e. washing powder, branded bathroom cleaning solutions, vim, phenyl liquid, phenyl balls, chemical for cleaning of bathroom tiles, floor tiles & wall tiles of PTA buildings, mop, duster, wiper, brush, mansion polish, brass polish, furniture polish etc.; and all other tolls and supplies not stated herein as being supplied by the Contractor in the store of the PTA on monthly basis and will utilize these items according to the requirements. These items shall be of first quality, and bearing good results.

4.3 The Contractor should ensure that the schedule should be prepared on the basis of requirement in such a manner that all the services are efficiently carried out and the exterior and interior of building remain clean and tidy all time

5. 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 PTA Premises.

6. Any **major security threats** shall be liable for immediate termination of the Agreement by PTA without any prior notice to the Contractor without prejudice to para-2 supra.

7. The Contractor will arrange Consumable items, Vacuum Cleaner, Floor Cleaning machine and necessary equipment for cleaning of the stairs, floor, exterior walls, windows, ground etc. of the premises.

8. That all consumable items, equipment and instrument used in providing Services under this Agreement shall in no way bear any liability on PTA whether in terms of money or otherwise.
9. 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 its employees personnel, agents etc. by or behalf of PTA or which otherwise came/come into its/his/their knowledge and relates to PTA or any of its project.

11. The Contractor shall indemnify and hold harmless PTA its Chairman, Member offices, Directors, 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. If any dispute, or difference arise between the parties as to the terms of this Agreement or as to the performance or non-performance of the terms thereof or in connection with or arising out to this Agreement the same shall be referred for resolution to the Director (Administration), at PTA HQs , Islamabad,. However, the Contractor will have the right to appeal to Chairman PTA.

14. Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event. For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement. The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

15. Cost of electricity/water for rendering Services shall be borne by the PTA.

16. The Contractor will only employ those persons who are adult (18 years of age or above) having valid CNIC of Pakistan only. The Contractor shall ensure that all the janitorial/employees hired are mentally and physically fit for the job and have no communicable disease and are healthy in all respect to perform the job.

1 The Contractor shall before deploying the manpower under this Agreement, provide Certificate of their each employee to PTA. Copy of CNIC be submitted to Zonal Director Muzaffarabad.

20. The Contractor shall before deploying the manpower under this Agreement, provide valid and authentic, security clearance certificate of each of its employees/janitors from local police station.

17.

18. Supervisor of the Contractor will visit PTA premises at least once in a week and must submit a report for the same along with verified attendance sheet.

21. That the PTA shall not be liable for any injury/ loss to the men and material of the Contractor during the course of business. The Contractor shall always undertake the Job at his own risk and cost.
22. All cleaning material, equipment tools and other items to carry out the services will be arranged and provided by the Contractor at his own cost. The material used should be of best quality subject to acceptance of PTA, through its acceptance team nominated by Zonal Director, Muzaffarabad.
23. The contractor will employ at least two persons (Janitors/Cleaners) for cleaning services and the jobs mentioned in this agreement and at no additional cost.
24. Fair wages rule be adopted as per instruction of Government of Pakistan and AJK. (Copy of salary slips or any other documentary evidence regarding salary must be provided on monthly basis)
26. All Janitors and Cleaners should be in distinct uniform bearing the name of Contractor i.e.
_____.
27. An appropriate deduction on account of unsatisfactory performance, fewer janitors deployed, shortage/less amount of material provided for cleaning during the period of the Agreement will be made on monthly basis. The deduction amount will be conveyed/calculated by Zonal Director Muzaffarabad while processing the monthly bill (if any).
28. **The Contractor** will be responsible of all mishap caused by the Janitors/ Cleaners.
29. Storage Space will be provided within the building premises to the Contractor for storage of required cleaning material and equipment/ machines etc.
30. Contractor will provide **cleaning trolleys** and litter carrying trolleys to janitors for floors which will be equipped with all required material used for cleaning etc.
31. The Contractor shall always be responsible to indemnify the PTA in the event the Contractor terminates this Agreement before the expiry of the agreement. 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 & AJK.
32. 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.
33. 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.
34. 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.
35. This Agreement may not be assigned by either party to other than by mutual Agreement between the Parties in writing.

Annexure-A pertaining to the details/scope of Services, Bid documents pertaining to under this Agreement Annexure, B & C pertaining to the details of Bid Documents which includes general instructions, special stipulations and financial proposal and all other materials related to the Services forms an integral part of this Agreement and has to be read and construed as such this Agreement.

36. Both Parties have agreed and signed this agreement before the witness on this day.

For and on behalf of Contractor

(Mr. _____)

NIC # _____

Address: - _____

Witness:

1. _____

2. _____

For and on Behalf of PTA

Zonal Dir (Enforcement)

Muzaffarabad

Witness:

1. _____

2. _____
