



Government of Pakistan  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
[www.pta.gov.pk](http://www.pta.gov.pk)

## **REQUEST FOR PROPOSAL**

### **Hiring of Consultant for Interior Designing of PTA HQs, F-5/1, Islamabad**

Pakistan Telecommunication Authority invites Electronic Proposal from the Consultant Firms/ individual Consultant, registered with Income Tax and Sales Tax Department for the services of Interior Designing of PTA HQs, F-5/1, Islamabad. Method of selection Least Cost will be used.

Electronic Request for Proposal containing detailed requirements, terms and conditions is available for the registered bidders on EPADS at (<https://eprocure.gov.pk/>).

The Electronic Proposal, prepared in accordance with the instructions in the RFP, must be submitted through EPADS on or before **3<sup>rd</sup> October, 2024 11:00 AM**. Manual bids, shall not be accepted. The electronic Proposals will be opened on the same day by using EPADS at **11:30 AM**.

In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Notification of said GRC is provided on the [www.pta.gov.pk](http://www.pta.gov.pk) and on EPADS at (<https://eprocure.gov.pk/>).

**Engr.Asif Saeed**

**Director (Civil Works)**

PTA HQs, F-5/1, Islamabad

Ph.: 051-9225357, 9225352 Fax: 051-2878149

Email Address: [asifsaeed@pta.gov.pk](mailto:asifsaeed@pta.gov.pk)



Government of Pakistan  
PAKISTAN TELECOMMUNICATION AUTHORITY  
HEADQUARTERS, F-5/1, ISLAMABAD  
<http://www.pta.gov.pk>  
"Say No to Corruption"

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# Requests for Proposal (RFP)

Hiring of Consultant

For

Interior Designing of PTA HQs, F-5/1,  
Islamabad

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**ENGR. ASIF SAEED**  
Director (Civil Works)  
Pakistan Telecommunication Authority  
Headquarters F-5/1, Islamabad

## 1.0 Letter for Invitation

1. Consultants (individual or firms) registered with PEC/PCATP for year 2024/2025 having min 3 years of experience are invited to show their expression of interest for **Interior Designing of PTA HQs, F-5/1, Islamabad.**

- i. Interior designing /Renovation and up gradation of 5<sup>th</sup> Floor and entrance lobby (Ground floor& First Floor) of PTA HQs. PTA HQs building was constructed in year 1999.. Area of each floor is approx. 7000 sq.ft. The facility requires architectural/interior up gradation to modern concept and designs as per best civil engineering practices.
- ii. The area of lobbies 4500 sft (Ground Floor & First Floor)
- iii. The selection process will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two envelop Procedure of PPRA Rules.

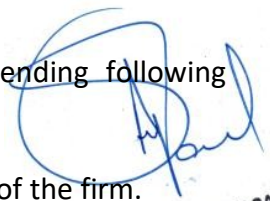
2. The major components of the consultancy include the following:-

- i. Interior designing/ Up gradation and renovation according to requirements to be indicated by PTA.
- ii. Interior designing /Renovation and up gradation of the ground floor and 5<sup>th</sup> floor lobby.
- iii. Preparation of estimates for all interior design/ repair/renovation works.
- iv. Preparation of Detailed architectural and drawings, BOQs, technical specifications and Tender documents for hiring of Contractor as per PPRA/PEC bidding documents and procedures.
- v. Supervision of works and verification of contractor invoice and provision of Completion certificate

### 3. Information required for evaluation

Interested consultants are invited to apply for the services by sending following information as per specified format included in this document:-

- a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm.
- b. Certificate of registration as consultant in the relevant categories with PEC/PCATP for year 2024/2025.



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- c. Registration with Tax Authorities for NTN, GST and must be on Active tax payer list of both. General experience of the firm and the list of ongoing projects in this respect including name of the client, project synopsis and value of the assignment to be provided separately.
4. PTA reserves the right to accept or reject any or all applications as per PPRA Rules.

**Director (Civil Works)**  
PTA HQs, F-5/1, Islamabad.  
Ph: 051-9225352



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## 2.0 Instructions to Consultants

### 2.1.1 Submission of Applications

2.1.1. Electronic bids must be submitted through e-PADS only not later than at **11:00 AM on October 03<sup>th</sup>, 2024.**

2.1.2 All information to be provided in English Language.

2.1.3 The consultants must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the consultant.

2.1.4 Clarification if required may be asked through e-PADS.

### 2.2 Evaluation Criteria

The services will be hired according to PPRA Single stage – two envelop procedure:

- (a) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e. the qualified consultant offering the total lowest bid shall be awarded the contract.
- (b) Technical Evaluation will be carried out as per 2.2.2 of the RFP. The firm or individual consultant who has met all the criteria will be declared technically qualified and its selection shall be made on least cost method.

#### 2.2.1 General

Technical Evaluation will be based on the criteria given in succeeding paras 2.2.2 to 2.2.4 regarding the consultants general & specific experience & skilled capabilities as demonstrated by the Consultant's responses in the forms attached to this document.



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**2.2.2 Technical & Mandatory Requirements (to be provided as per specified format)**

- (a) Letter of Application to PTA **Annex A-1**.
- (b) Certificate of registration as consultant with PEC/PCATP for year 2024/2025.
- (c) Registration with Tax Authorities for NTN, GST and must be on Active tax payer list of both.
- (d) An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
- (e) Bank statements of last 1 years / banker's certificate of good conduct.
- (f) Minimum experience of 3 years of interior designing and firm should have at least done 3 works of similar nature. Proof In this regard is mandatory to be provided from client for successful completion of the job.
- (g) Bid security amounting to Rs. 25000/- in shape of pay order/CDR. and this should reach to office of Dir (Civil Works) before closing date and time as per advertised ITB. A scanned copy of bid security shall be attached with technical proposal on EPADS.



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### 2.2.3 Projects Completed

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the work, date of award, date of completion, duration etc. of maximum 03 projects of similar nature and 03 projects of general nature completed in last 03 years as per Annex A-3. All supporting documents including work order/contract along with completion certificates issued by the clients to be attached.

### 2.2.4 Financial Strength

The Consultant should provide at least 1 year bank statements /banker's certificate of good conduct.

## 2.3 Other Factors

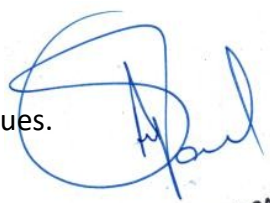
**2.3.1** Only consultants that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm/consultant whether alone or in legal association with of other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.

**2.3.2** PTA reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.

## 3.0 Scope of services/TOR of the provision of Consultancy Services / description of the Project

PTA intends to upgrade and renovate the old floors / lobbies of PTA as mentioned in the above para 1 to the modern and up to date as well as they should be very functional and economical in cost. Salient features of the required works are as under:

- a. Architectural and interior designing of the facilities.
- b. The design should be as per the modern concept and techniques.
- d. It should be well appealing and eye catching
- f. Value for money.



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### Consultancy Services

- Preliminary Design & Planning after taking inputs of PTA
- Plan and design the architectural work as well as the interior decoration and designing, soft and hard furnishing meeting the best standards and by employing qualified designers.
- Up gradation and renovation according to requirements to be indicated by PTA.
- Internal Architectural/Interior designing of the building.
- Preparation of estimates for all repair/renovation works.
- Preparation of tender documents e.g. Detailed architectural and tender drawings, BoQs, technical specifications as per MES Schedule rates 2021 if possible

#### 4.0 Schedule of Activities and Payments

- a. The consultant shall be required to complete the assignment and receive the payments as per following schedule: -

	Description/Milestones	Mode of Payment	Time Frame
<b>Stage – I</b>	Preparation of Final Architectural/ Interior Design of the Floors/lobbies as per PTA's requirement. (revised designs will be submitted if required by PTA)	12.5 % of approved Fee of consultant shall be made on completion of each stage I-IV on recommendation of Director(CWs) of PTA.	To be completed within 30 days from the award of the work.
<b>Stage – II</b>	Submission of detailed Architectural, Electrical, furnishing & furniture. & other Drawings etc.		
<b>Stage –III</b>	Submission of Tender drawings working drawings, , Technical Specifications, , estimates, BOQ etc and bidding documents as per PEC documents		
<b>Stage –IV</b>	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor		
<b>Stage –V</b>	Execution and detailed supervision of works	50 % of the approved Fee on completion of work by contractor. Completion certificate will be furnished by Consultant	To be completed within 30 days from the award of the work.

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#### 5.0 Bid Price



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The Consultant shall quote a single total lump sum price for provision of design as well as detailed supervision services for both the works. However, each bid shall be bifurcated into each stage fee for payment purposes.

## 6.0 Penalty

- a. In case the design is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.25 percent per day of the total consultancy fee for the design phase will be imposed, till completion of the assignment maximum up to 40 days of the original timeline. IN case, the work isn't completed within 40 days then penalty @ 0.5% per day shall be charged for further 20 days. If the work still not completed within extended time, the contract shall be terminated. Delay period due to reasons beyond the control of consultant will not be considered as delayed.

## 7.0 Force Majeure

- a. For the purposes of this project, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include
- I. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
  - II. Any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- d. Force Majeure period, whenever involved will be added in the given time lines of the project.

## 8.0 Cost of RFP



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The bidder shall bear all costs associated with the preparation and submission of its bid and the PTA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

#### **9.0 TYPE OF CONTRACT**

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used for each work.



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**Letter for Application**

[Letter head paper of the consultant, or the lead partner,  
Responsible for joint venture/association of firms, including full details  
Of postal address, telephone no., fax no., email, website etc.]

To:-

**Director (Civil Works)  
PTA HQs, F-5/1, Islamabad.**

Sir,

1. Being duly authorized to represent and act on behalf of .....(hereinafter “the Consultant”), and having reviewed and fully understood all documents as a consultant for provision of Consultancy services for Interior Designing of PTA HQs, F-5/1, Islamabad.
2. Attached to this letter are copies of original documents defining:
  - a. The consultant’s legal status.
  - b. The principal place of business.
  - c. Minimum/Mandatory requirements, Technical and Financial bids as per PTA RFP Document.
3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.
4. Your department and its authorized representatives may conduct the following persons for further information, if required.

a. Mr.....Tele No.....

b. Mr.....Tele No.....



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Director (Civil Works)  
Pakistan Telecommunication Authority  
Headquarters F-5/1, Islamabad

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) PTA reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

<u>Signed</u>	<u>Signed</u>
<u>Signed</u>	<u>Signed</u>
<u>For and on behalf of</u> <u>(name of consultant or lead partner of</u> <u>a JV)</u>	<u>For and on behalf of</u> <u>(name of consultant or partner of a JV)</u>



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	To be filled in by Consultant
Name of Consultant Firm	

**Experience of the Consultant/Details of Completed Projects**

**Note:-** The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria. Please fill in all requirements and write N.A where not Applicable.

**Specific Project #**

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project/Floor area	
6	Value of the Consultancy Services Provided	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc.	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	


\*Use separate sheet for each project. Also attach supporting documents

  
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 Pakistan Telecommunication Authority  
 Headquarters F-5/1, Islamabad

General Project #

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project	
6	Value of the Consultancy Services Provided in Millions PKR	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	

\*Use separate sheet for each project. Also attach supporting documents



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**PERFORMA FOR SUBMISSION OF FINANCIAL BID**  
**(Lump sum fee is to be quoted)**

I \_\_\_\_\_ hereby Tender following cost of the services for the work \_\_\_\_\_.

Amount In words :

\_\_\_\_\_  
\_\_\_\_\_

Note :

- i. The lowest financial bid of the technically qualified bidder shall be accepted.
- ii. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- iii. Bid should be valid for at least 90 days from last date of submission of bids.
- iv. Quote a single total lump sum price for provision of design as well as detailed supervision services for both the works as mentioned at clause 2.2.2 (g) duly accompanied with PKR 25000/- earnest money in shape of pay order/CDR.
- v. Prospective bidders are requested to visit the proposed sites before submission of bids to avoid misperception at later stages.

**Name of Consultant:** .....

**Signature:** .....  
[Seal]

  
**ENGR. ASIF SAEED**  
Director (Civil Works)  
Pakistan Telecommunication Authority  
Headquarters F-5/1, Islamabad

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

THIS Service Agreement (the "Agreement") for Interior Designing of PTA HQs, F-5/1, Islamabad is made on this day \_\_\_\_ of \_\_\_\_\_ 2024;

**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 the "Client" which expression shall where the context admits include its administrators and assigns) of the One Part;

**And**

\_\_\_\_\_ through  
Mr..... bearing CNIC  
..... having its registered place of business  
at.....

(hereinafter referred to as "the Consultant," 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. The Client is desirous to acquire services of the Consultant for **Interior Designing of PTA HQs, F-5/1, Islamabad** as mentioned above in tender documents (hereinafter referred to as the "Services").
- B. The Consultant is a \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ (*details of incorporation*) with registration number \_\_\_\_\_. The Consultant represents to the Client that it possesses the relevant expertise and holds valid and subsisting licenses/permissions, authorizations and approvals required by the Government of Pakistan. The Consultant has the requisite expertise and resources to provide top quality of requisite works as referred in detail in Annexure of A-7 of RFP to the Client in accordance with highest industry standards and to the satisfaction of the Client. The Consultant undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.

  
**ENG. SAIED**  
Director (Civil Works)  
Pakistan Telecommunication Authority  
Headquarters F-5/1, Islamabad



C. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant 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 Consultant hereby agree as follows:

### **1. Scope of Agreement**

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide Services **at PTA HQs, Islamabad** as per requirements prescribed under **clause 5 of the Agreement and the Proposal request** to this Agreement;

### **2. Agreement Documents**

2.1 In this Agreement, the following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Request for Proposal (RFP)
- c) Instructions in General / Special to the Consultant.
- d) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Consultant at the signing of the Agreement.
- e) Earnest money/ Tender Guarantee
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the work.
- h) Limit of Retention Money.
- i) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.
- j) All annexures of the tender documents

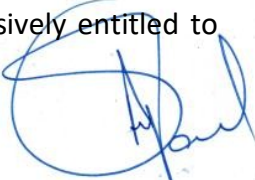
### **3. Term**

3.1 Upon signing of this Agreement the Consultant shall be obligated to commence work at the specified location as directed by the Client within seven **(07) calendar days**. The Consultant shall complete the work within a projected period of time thirty **(30) calendar days**.

### **4. Termination**

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

- a. By giving 15 calendar days advance notice.
- b. without advance notice, in case the Consultant is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services;



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- c. Without cause, by giving three (03) calendar days advance written notice to the Consultant, If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.

In case of such termination, the Consultant shall only be paid for services actually rendered up to the date of termination. Any advance payment made for the Services not performed or for the period falling after the effective date of termination shall be refunded by the Consultant within seven (07) calendar days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Consultant 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 Consultant.

## 5. Deliverables

5.1 The Services should be of best quality and as per specification

- i. Interior designing for Renovation and up gradation of 5<sup>th</sup> Floor and entrance area of PTA HQs. Area of each floor is approx. 7000 sq.ft. The facility requires architectural/interior up gradation to modern concept and designs as per best civil engineering practices.

The deliverables shall be preparation of architectural design, interior designing, furnishing, technical specs of the material, estimates and BoQs , Tender documents for hiring of contractor as per PEC/PPRA , supervision of contractor works , verification of invoices and furnishing of completion certificate upon completion of job in consultation with client. Salient features of the required services are as under:

- a. Interior designing for Renovation and up gradation of the floor should be:
- b. The design should be as per the modern concept and techniques.
  - c. The design should be comfortable for the PTA staff.
  - d. The Design should be well ventilated and airy.
  - e. Quality of service.
  - f. Value for money.



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## Interior Design Consultancy

- Preliminary Design & Planning after taking inputs of PTA
- Plan and design the architectural work as well as the interior decoration and designing, soft and hard furnishing meeting the best standards and by employing qualified designers.
- Up gradation and renovation according to requirements to be indicated by PTA.
- Internal Architectural/Interior designing of the building.
- Preparation of estimates for all repair/renovation works.
- Preparation of tender documents e.g. Detailed architectural and tender drawings, BoQs, technical specifications, Tender documents for hiring of Contractor , verification of invoices and furnishing of completion certificate after successful completion in consultation with client.

### 6. Charges

6.1 In consideration of rendition of the Services by Consultant the Client shall pay the Consultant, charges as per following schedule: -

	<b>Description/Milestones</b>	<b>Mode of Payment</b>	<b>Time Frame</b>
<b>Stage – I</b>	Preparation of Final Architectural/ Interior Design of the Floors/lobbies as per PTA's requirement. (revised designs will be submitted if required by PTA)		
<b>Stage – II</b>	Submission of detailed Architectural, Electrical, furnishing & furniture. & other Drawings etc.	12.5 % of approved Fee of consultant shall be made on completion of each stage i.e. I-IV on recommendation of Director(CWs) of PTA.	To be completed within 30 days from the award of the work.
<b>Stage –III</b>	Submission of Tender drawings working drawings, , Technical Specifications, , estimates, BOQ etc and bidding documents as per PEC documents		
<b>Stage –IV</b>	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor		

  
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<b>Stage –V</b>	Execution and detailed supervision of works	50 % of the approved Fee on completion of work by contractor. Completion certificate will be furnished by Consultant	To be completed within 30 days from the award of the work.
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6.1 Final payment will be made after successful completion of services and on recommendations of PC-1 PTA and Director (Civil works).

6.2 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other related deductions. These amounts are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.

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

## 7 **Invoice**

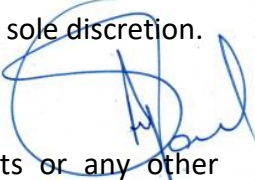
7.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-4 and as scheduled in clause 6.1** of this Agreement.

7.2 The Consultant 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 location.

7.3 The Consultant 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 Consultant, or its staff/employees in abiding by this condition shall be the sole liability of the Consultant. Such omissions may also result in the termination of the Agreement by the Client at its sole discretion.

## 8 **Confidentiality**

The Consultant, 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 Consultant, and



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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 Certification:**

The Consultant shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, PEC/PCATP guidelines.

**10 Indemnification**

The Consultant 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 Consultant 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**

If any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project - whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

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At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.



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Pakistan Telecommunication Authority  
Headquarters F-5/1, Islamabad

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Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Consultant/Service Provider any monies due to the Consultant/Service Provider.

## 12 Force Majeure Event

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either: demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Dispute Resolution Clause.

## 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



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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.

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 \_\_\_\_\_



**ENGR. ASIF SAEED**  
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