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NO. PITC/G-224/RC-1263

Dated: 10 / 03 / 2021

M/s. Aerospace Baykee Pakistan(Pvt) Ltd.

01-GCP Housing Society, Near PCSIR-II,

Nazria-e-Pakistan Road, Johar Town,

Lahore.

UAN: #. +92-42-35300112-13

Subject: **RATE CONTRACT FOR THE SUPPLY OF UPS BATTERIES.**

- Ref: i. Tender No. PITC/G-224(47)/07-2020 received on 30-11-2020, Financial opened on 29-12-2020.
ii. Your Bid No. Nill Dated: 30-11-2020

Rate contract for the supply of the Supply Of “ UPS Batteries” at the rate specified below is hereby entered into between you i.e. **M/s. Aerospace Baykee Pakistan(Pvt) Ltd.** and this Organization subject to the all conditions including General and Special Conditions laid down in in the tender document no. PITC/G-224(47)/07-2020 as well as in this contract:-

1. **DESCRIPTION**

Sr. No	ITEMS	Qty	Unit rate with all applicable Taxes on F.C.S basis. PKR
UPS Batteries (Brand: Baykee):			
1	Batteries 12V 7 AH	1	2,556
2	Batteries 12V 9 AH	1	2,752
3	Batteries 12V 12 AH	1	4,183
4	Batteries 12V 18 AH	1	7,079
5	Batteries 12V 26 AH	1	8,793
6	Batteries 12V 40 AH	1	12,143

Battery Life: 01 (One) year manufacturer Standard Warranty. In case of battery failure before its defined life, the replacement shall have to be provided by the Vendor on prorated basis.

Signature:

Vendor's Authorized Representative

Signature :

PITC's Representative

2. SPECIFICATION

Specifications must be equivalent to above or higher/the latest in the same price.

3. PERIOD OF RATE CONTRACT

The Rate Contract will remain enforced for a period of three months from the date of its issuance and further extendable to three months repeatedly if agreed by both the parties, not exceeding one year in total.

4. SPECIAL CONDITIONS

In case your firm subsequently quoted less prices for the items under Rate Contract in any other organization, during the currency of this Rate Contract, the amount received in excess shall be refundable to purchasing agency.

5. TERMS OF DELIVERY

The rates shown in the table (Clause No.1) are on the basis of free delivery/installation and you will be required to dispatch the material to the consignee at out station on freight paid basis. The relevant receipt should be forwarded to Indenter/Consignee through any courier service with covering letter, so as to reach him well in advance of the arrival of the consignment at store. A confirmatory letter showing receipt (No. & date), Purchase Order (No.& date) quality and quantity of good dispatched should be sent to consignees enabling them to take delivery of the consignment against an indemnity bond. In the event of receipt not being received by them in time, you will be responsible for any loss, theft, demurrage until goods have been received by consignee at designated store (anywhere in Pakistan).

6. QUANTITY

Firm orders based on the Rate Contract may be placed by various formations. No guarantee can be given as to the quantity of stores which would actually be lifted during the period of this Rate Contract by the indenters by placing direct orders on you. You will, however, not be absolved of the responsibility to meet the demands of indenting officer, if the quantities exceed the estimated requirement. The Indenter, however, reserves the right to obtain from any source the stores covered by this Rate Contract to meet in an emergency, if the CEO, PITC (whose decision shall be final) is satisfied that you are not in a position to supply the specified quantities within the period in which supplies are required and you will have no claim on this behalf against the purchaser.

7. DELIVERY PERIOD

Item	Maximum Delivery Period
UPS Batteries	75 Days

Normally stores will be delivered to indenter/consignee against the purchase order placed by them during the rate contract period, but you shall not be absolved of the responsibility of delivering the quantities on firm orders issued during the currency of

Signature:



Vendor's Authorized Representative

Signature :



PITC's Representative

Rate Contract. Supply against each purchase order will be completed within a period as mentioned in above table. The term “Delivery Period” shall mean the date of receipt of consignment at destination.

8. INDENTER/ CONSIGNEE

PEPCO/PITC/Any DISCO/NTDC/WAPDA formation or state owned company under the umbrella of Ministry of Energy

9. INSPECTION

- i. Inspection of the equipment will be carried out at firm’s premises jointly by the CEO, PITC and consignee or their authorized representatives. Venue of inspection can however be changed by CEO, PITC depending on nature of P.O. Notice in writing shall have to be given by you to this office and consignee concerned, when the stores against the order are ready for inspection. **All reasonable facilities provided in the specification are allowed by the industry or trade in general shall have to be afforded to the Inspecting Officers by you at your expense and cost for carrying out the inspection.**
- ii. **Supplier shall deposit 0.5% (service charges for joint inspection) in the shape of pay order in the favour of CEO, PITC of the purchase orders placed against the rate contracts executed by PITC.**
- iii. The inspection team will seal the material after inspection, which will be unsealed by the consignee on receipt. The Company may send its representative to be present at the time of unpacking.
- iv. If you fail to present the complete consignment with respect to specification or quantity, re-inspection fee will be charged, as per prevailing rate in the purchase procedure, before re-inspection.

10. DESPATCH INSTRUCTIONS

The rates approved are on the basis of FCS (Free delivery to Consignee’s Store) through reliable transport company and as such material should be dispatched at your firm’s risk. All losses during transit will be replaced at your cost against the claim preferred on you within fifteen days of the receipt of consignment by consignee. The consignee will hand over the number of items damaged during dispatch for replacement.

11. SALES TAX & OTHER GOVT DUTIES.

Desktop & Laptop Computers are exempted items for GST. For other items price given in the rate contract is inclusive of packing charges, government duties, taxes, sales tax, surcharges etc. subject to adjustment (increase & decrease) in case of enhancement/imposition or decrease/withdrawal of taxes, duties surcharges etc. during the currency of Rate Contract. However, before acceptance of your revised rates you will provide reasons for increase with respective supporting documents.

Similarly, if any duties, taxes, sales tax, surcharges etc are withdrawn or decreased, you will promptly inform PITC of the same together with necessary orders/notification etc

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PITC’s Representative

and calculations for corresponding decrease of rates. If you fail to do the same in case of withdrawal / decrease of taxes, duties etc.

PITC reserves the right to take suitable action against you including blacklisting and to take necessary steps to recover excess payment.

12. WARRANTY

You will furnish a full comprehensive warranty certificate, certifying that the goods supplied conform exactly to the specifications laid down in the contract and are brand new and that in the event of the material being found defective at the time of delivery and for the period of warranty from the date of supply/installation, you will be held responsible for all losses and that the un-acceptable goods shall be substituted with acceptable goods at your expense and cost.

13. SECURITY

- i. Vendor shall deposit performance security, as described in rate contract or purchase order, 10% of the value of the purchase order in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of indenter/consignee with minimum validity period until the expiry of warranty period, support period or termination of services or fulfilment of all obligations under contract whichever is later. The same shall be released after expiry of warranty period.
- ii. The performance security shall be payable to indenter/consignee in case if vendor fails to fulfil the obligations under the contract or violates any of the terms and conditions of the contract.

14. DEMURRAGE

Should any demurrage charges be incurred due to any of the reasons mentioned below the same shall be deducted from your bill or recovered from you as a separate item (the decision of the competent authority, regarding fixation of responsibility in this connection shall be binding on you): -

- i) Owing to delay in forwarding the relevant courier information (bilty/receipt) and packing list to the consignee well in advance of the arrival of the material at consignee's store.
- ii) Late receipt of courier information (bilty/receipt) by the consignee due to incorrect or incomplete address.
- iii) Defective making or packing of the goods ordered.
- iv) Due to reasons not specified above but for which you are responsible.

15. FAILURE AND TERMINATION

- i. If you fail to deliver (including installation & commissioning) the stores or any consignment within the specified delivery period, indenter/consignee shall be entitled at his option either;

Signature:




Vendor's Authorized Representative

Signature :


ATTIQUE AHMAD
Addl: D G (NWO)
PITC, WAPDA House, Lhr.

PITC's Representative

- a. The supplies shall be delivered in accordance with the Purchase Orders to be issued by consignees in the execution of this rate contracts. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
<i>For Non-Imported Goods</i>		
Without penalty	45 days	45 days
With penalty @ 1% per day after 46 days of issuance of Purchase Order up to maximum of 10% of the total purchase order value.	10 days	55 days
<i>For Imported Goods</i>		
Without penalty	75 days	75 days
With penalty @ 1% per day after 75 days of issuance of Purchase Order up to maximum of 10% of the total purchase order value.	10 days	85 days

Or

- b. To purchase from elsewhere without notice to you at your risk and cost, the stores not yet delivered without cancelling the contract in respect of the consignment yet due for delivery.

Or

- c. To cancel the contract at your risk and cost.

In the event of action being taken under (b) or (c) above, you shall be liable for any loss which the consignee may suffer on that account, but you shall not be entitled to any gain on re-purchase made against the supply order.

- ii. If during the course of execution of this contract, your firm is black listed, the department may proceed with all or any of the action detailed below;
- To allow the contractor to complete the contract in accordance with the terms & conditions of contract
 - To stop further supplies with or without financial repercussions
 - To cancel the contract with or without reservation of rights.

16. FORCE MAJURE

While terminating the contract for breach of contract or imposing liquidated damages, the purchaser shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, examples of which are:-

- Act of State, Enemy or God Almighty;

Signature:



Vendor's Authorized Representative

Signature :



PITC's Representative

- ii. Lockout, strikes;
- iii. Restrictions imposed by the government in the matter of import/export;
- iv. Injunction granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed by you.

While determining liquidated damages the purchaser shall not consider any of the following circumstances, a clause under "Force Majeure" and shall not allow any relaxation in the liquidated damages on that account.

- i. Delay on the part of contractor in the arrangement of raw materials or any finished goods.
- ii. Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

17. INSPECTION AND REJECTION

- i. The Inspection team may reject a part or the whole of the consignment offered for inspection, if after inspection such portion thereof as it may decide in its discretion, it is satisfied that the consignment is below the requirements of the particulars governing the supply given in the purchase order;
- ii. The decision of the Inspection team shall be binding on you.
- iii. If the stores are rejected as aforesaid then without prejudice to the right, the purchaser shall have the following rights:-
 - a) To purchase the stores in place of rejected goods at your cost and expense.
 - b) To terminate the contract and recover from you the loss, the Purchaser thereby incurs.

18. MARKING OF MATERIAL.

Each package delivered under contract shall be marked by and at your expense, clearly showing the name of the consignee and destination (all previous marking being carefully obliterated). In case these instructions are not followed, the loss if any due to defective or incorrect marking shall be to your account.

19. INSURANCE

The supplies made under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered; hence insurance coverage is seller's responsibility. Since Insurance is seller's responsibility they may arrange appropriate coverage.

20. PACKING

All the items shall be delivered at the destination in scratch less condition with all the manufacturer supplied accessories e.g. brochures, CDs in proper company packing while

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Signature :



PITC's Representative

following the trade practices. Packing of the Goods should be as is required to prevent goods from damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as expressly provided for in the Contract, including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

21. PAYMENT

You will be entitled to receive 100% payment from the consignee for supplying goods contained in purchase order to concerned formations. The payment will be made in the shape of crossed cheque payee's account through an authorized person. The crossed cheque will be handed over only when stores /material are received and accepted against manufacturer's warranty and to the entire satisfaction of consignee or his representative. Payment of sales tax will be made on actual basis on production of documentary evidence and in line with approved procedure of FBR of Pakistan. Payment will be made directly by the consignee within 30 days on production of the following document:

- i) Invoice in triplicate having NTN.
- ii) GRN (Goods Receipt Note) issued by the consignee.
- iii) Joint Inspection Report.
- iv) Warranty Certificate.
- v) Service Level Agreement signed between purchaser/indenter and vendor.
- vi) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vii) Non-payment certificate.
- viii) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).

22. LAW GOVERNING THE CONTRACT.

- i) This contract shall be governed by the existing laws of Pakistan as amended from time to time.
- ii) Subject to the above conditions, a binding contract is concluded with the issuance of this letter and provisions of this contract shall be binding on you, on your assigns, executors, administrators and all those who have any interest pecuniary or otherwise in your concern.

Please acknowledge receipt in token of acceptance of the terms & conditions of this rate contract within three days from the date of issue of this rate contract. In case the acknowledgement is not received within the stipulated period, it will be assumed that you have accepted this contract, which has acquired the status of legally binding contract between you and PITC with effect from the date of its issuance

Signature:



Vendor's Authorized Representative

Signature :



PITC's Representative

Note: - All the pages including annexure(s) must be signed by the firm's representative in the token of acceptance.

This is issued with the approval of CEO, PITC.

Signature:



Vendor's Authorized Representative

Signature :



ATTIQUE AHMAD
Addl: D G (NWO)
PITC, WAPDA House, Lhr.

PITC's Representative