SECTION-VI: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be corrective, complementary, and mutually explanatory
2. Corrupt Practices	2.1	The Purchaser requires bidders and contractors to observe the highest standard of ethics during the execution of such contracts.
	(a)	The following definitions apply: "Corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.
		"Collusive practice" means a scheme or arrangement between two or more bidders, designed to influence the action of any party in a procurement process or the execution of a contract;
		"coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
	(b)	The Purchaser will reject a proposal for award ifdetermines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the Contract.
3. Interpretation	3.1	In this Contract unless a contrary intention is evident:
	(a)	The clauses headings are for convenient reference only and do not form part of this contract. The headings shall not limit, alter or affect the meaning of this Contract;
	(b)	Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
	(c)	Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
	(d)	A word in the singular includes the plural and a word in the plural includes the singular;
	(e)	A word imparting a gender includes any other gender;
	(f)	A reference to a person includes a partnership and a body corporate;
	(g)	A reference to legislation includes legislation repealing, replacing or amending that legislation;
	(h)	Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
	(i)	In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this Contract hereof shall prevail

	3.2	Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
	3.3	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
	3.4	Non-Waiver (a) Subject to GCC Clauses 32 and 34 below, no relaxation, for-bearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
	3.5	Severability If any provision invalid or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
4. Language	4.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser, shall be written in English. Supporting documents and printed Literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the contract, this translation shall govern.
	4.2	The Contractorshall bear all costs of translation to English and all risks of the accuracy of such translation.
5. Joint Venture, Consortium or Association	5.1	If the Contractor is a joint venture, consortium, or Association persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchase for the fulfillment of the provisions of the Contract. The members shall designate one party to act as a lead member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
		(a) for the purposes of fulfillment of its obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, suppler shall refer to the lead member who shall be the sole point of interface between the Purchaser and the consortium and would be absolutely accountable for the performance of its own, the other members of consortium and/or its team's functions and obligations.
		b) All payments shall be made by the Purchase in favor of the lead member.
		(c) No amendment or modification shall be made to the MOU executed between the members of the consortium at time bidding for empanelment, without the prior approval of the Purchaser.

6. Eligibility	6.1	All national parties shall have relevant experience in similar services.
7. Location	7.1	The Services shall be provided fromwithin Pakistan.
8. Effectiveness of Contract	8.1	This Contract shall come into force and effect on the date (the "Effective Date") of the contract.
9. Authority of Member in Charge	9.1	The Consortium Members (if any) hereby authorize _____ to act on their behalf in exercising the entire Contractor' rights and obligations towards the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser.
10. Authorized Representatives	10.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: a) On behalf of the Purchaser by DG(IT) or his designated representative; b) On behalf of the Contractor by _____ or his designated representative.
11. Relation between the Parties	11.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Purchaser and the Contractor. The Contractor, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder and such personnel shall be construed to be employee of the Contractor and not FESCO and he will be responsible for due compliance with all applicable labor laws provisions to the complete exclusion of FESCO.
12. Notices	12.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
	12.2	Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address:
	12.3	For the Purchaser: _____ Attention: _____ Fax : _____ E-Mail : _____
	12.4	For the Contractor:_____ Attention: _____ Fax : _____ E-Mail : _____
	12.5	Notice will be deemed to be effective as follows: a) In the case of personal delivery or registered mail, on delivery; b) In the case of fax or email, twenty four (24) hours following confirmed transmission;

13. Governing Law	13.1	The Contract shall be governed by and interpreted in accordance with the laws of the Islamic Republic of Pakistan. The Courts in Lahore shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.
14. Settlement of Dispute	14.1	The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	14.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation (must be recorded), either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
15. Scope of Work	15.1	The services to be rendered by Contractor shall be as per scope of work (Given in the section IV-Scope of Work). At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.
	15.2	Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.
16. Commencement of Services	16.1	The Contractor shall begin carrying out the services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.
17. Delivery	17.1	The Delivery of Services and Completion of the Related Services shall be in accordance with as specified in the Section IV, Scope of Work and acceptance of the services rendered by the Purchaser.
	17.2	The Contractor, in relation to its deliverables, shall provide any supporting data or information required by the Purchaser.
18. Contractor Responsibilities	18.1	The Contractor shall provide the services mentioned in the scope of work and the completion schedule, as per Section–IV – Scope of work.
19. Purchaser's Responsibilities	19.1	For successful completion of the assignment, as and when required by the Contractor, the Purchaser shall provide data and support based on availability of the same and without prejudice.
	19.2	The Contractor shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Clause 20.
	19.3	A Standing Committee of FESCO shall act as the nodal point for implementation/ execution of the Contract and for issuing necessary instructions, approvals, acceptance certificates, payments etc to the Contractor.
	19.4	The Standing Committee ofFESCO shall approve all such documents within thirty (30) working days.

	19.5	Purchaser may provide on Contractor's request, particulars /information /or documentation that may be required by the Contractor for proper planning and execution of scope of work under this Contract.
20. Contract Price	20.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	20.2	Price charged by the Contractor for the service provided under the Contract shall not vary from the prices quoted by the Contractor in its bid.
	20.3	FESCO will not pay any other expenses (the out of pocket or any other shape) except as approved against financial proposal.
	20.4	The currency of contract will be defined in SCC and is in Pak rupees and there is no foreign currency component involved.
21. Terms of Payment	21.1	The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work /change order on account of change order will be submitted by the Contractor unless the said extra work /change order has been authorized /approved by the Purchaser in writing.
	21.2	The Contractor's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted pursuant to GCC Clause 17. The Contractor shall submit the bills in triplicate to the concerned department.
	21.3	Payments shall be made promptly by the Purchaser, not later than forty five (45) days after submission of an invoice (duly complete in all respect) along with supporting documents or request for payment by the Contractor, and the Purchaser has accepted it. But if the progress is not satisfactory and according to agreed work program /schedule the payment may be withheld by the purchaser.
	21.4	The final payment under this Clause shall be made by the purchaser only after satisfactory completion of the activities mentioned in the Scope of Work.
	21.5	If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Contractor's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor, or recover from performance bond in case of last payments etc.
22. Taxes and Duties	22.1	The Contractor and the personnel shall pay the taxes, duties, fees, levies and other imposition levied under the existing, amended or enacted laws during life of this contract and the Purchaser shall perform such duties in regard to the deduction of such tax as may be lawfully imposed pursuant to the relevant tax laws and any amendment thereto.
	22.2	Payment of taxes /duties shall not be made separately in any case.

23. Performance Security	23.1	The Contractor shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
	23.2	The Purchaser shall at its whole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Contractor commits any delay or default in Services rendered or commits any breach or the terms and conditions of the Contract.
	23.3	The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms of Appendex-2.
	23.4	The Performance Security shall be discharged by the Purchaser and returned to the Contractor not later than twenty-eight (28) days following the date of completion of the Contractor's performance obligations under the Contract, unless specified otherwise in the SCC.
24. Intellectual Property	24.1	Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all source code, object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Contractor solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Contractor undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements /documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Contractor undertakes and warrants to assigns those Intellectual Property Rights to Purchaser on creation.
	24.2	The Contractor shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied /installed by the Contractor (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the terms of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.
	24.3	The Contractor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Contractor shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or court proceedings and ancillary legal expenses relating to any breach or violation of any permission /license terms or infringement of any Intellectual Property Rights by the Contractor or its personnel during

		the course of performance by the Contractor, the Contractor shall have sole control of the defense and all related settlement negotiations.
25. Confidential Information	25.1	The Contractor and the personnel of contractor shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.
	25.2	The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
	25.3	The Obligation of a party under this clause, however, shall not apply to information that: (a) The Purchaser or Contractor need to share with the institution participating in the financing of the contract; (b) Now or hereafter enters the public domain through no fault of that party; (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	25.4	The above provisions of GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	25.5	The provisions of GCC Clause 25 shall survive completion or termination, for whatever reason, of the Contract
26. Subcontracting	26.1	The Contractor is not permitted to sub-contract.
27. Service Quality	27.1	The Purchaser may reject any Service rendered or any part thereof that fail to conform to the requirement of the purchaser.
28. Liquidated Damages and Penalty	28.1	Except as provided under GCC Clause 32, if the Contractor fails to perform any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.
29. Liability /Indemnity	29.1	The Contractor hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Contractor agrees to indemnify the Purchaser and its officers, servants, agents ("Purchaser Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

		(a) any negligence or wrongful act or omission bythe Contractor or its agents or employees or any third party associated with Contractor in connection with or incidental to this Contract; OR
		(b) any infringement of patent, trademark /copyright or industrial design arising from the use of the supplied Goods and Services orany part thereof.
	29.2	The Contractor shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
	29.3	The Contractor shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Contractor in performing the Contractor's obligations or in any way incorporated in or related to the assignment. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services or any part thereof or comprised therein, is hold to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that Hardware, Software & Support Services and back office Services becomes non-infringing at its sole cost and expenses. **Survival on Termination** The provisions of this Clause 29 shall survive Termination.
	29.4	Defense of Claims:If any proceedings are brought or any claim is made against the Purchaser arising out of the matters, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
	29.5	The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
30. Limitation of Liability	30.1	Except in cases of gross negligence or willful misconduct:

		a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser as referred to in Clause 28.1 of this Contract; and b) The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the suppler to indemnify the Purchaser with respect to patent infringement.
31. Change in Law and Regulation	31.1	Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site /area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been directly affected in the performance of any of its obligations under the Contract.
32. Force Majeure	32.1	For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, act of terrorism or sabotage, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except) where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
	32.2	Force Majeure shall not include: Any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Contractors or agents or employees, nor. Any event which a diligent Party could reasonably have been expected to both (i) Take into account at the time of the conclusion of this Contract, and (ii) Avoid or overcome in the carrying out of its obligations hereunder.
	32.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
	32.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

	32.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than forty eight (48) hours following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
	32.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	32.7	The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Contractor.
	32.8	Any period within which a Party shall, pursuant to this Contact, 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.
	32.9	Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
33. Change Orders and Contract Amendments	33.1	The Purchaser may at any time order the Contractor through Notice to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.
	33.2	If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's Change Order.
	33.3	No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
34. Extensions of Time	34.1	If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely completion of services pursuant to GCC Section-IV, the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	34.2	Except in case of Force Majeure, as provided under GCC Clause 32 or where the delay in delivery of the Goods or completion of services is caused due to any delay or default of the Purchaser, any extension granted under clause 34 shall not absolve the Contractor from its liability to the pay of liquidated damages pursuant to GCC Clause 28.
35. Suspension	35.1	The Purchaser may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding seven (7) days after receipt by the Contractor of such notice of suspension and shall invoke contract performance guarantee.
36. Termination	36.1	**Termination of Contract for Failure to Become Effective**

		If this Contract has not become effective within seven (7) days of the Effective Date thereof, either Party may, by not less than two (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
	36.2	**Termination for Default** a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor terminate the Contract in whole or in part: (i) If the Contractor fails to provide acceptable quality of services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or (ii) If the Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or (iii) Any representation made by the bidder in the proposal is found to be false or misleading. (iv) If the Contractor commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser. (v) If the Contractor fail to comply with any final decision reached as a result of arbitration proceedings. (vi) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days. (vii) If the Contractor has been black listed by any Government agency due to misconduct etc. b) In the event FESCO terminates the Contract in whole or in part, pursuant to GCC Clause 36, FESCO may procure, upon such terms and in such manner as deems appropriate, Goods or Services similar to those undelivered or not performed, and the Contractor shall be liable to the FESCO for any additional costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.
	36.3	**Termination for Insolvency** The Purchaser may at any time terminate the Contract by giving seven (07) days' Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
	36.4	**Termination for Convenience** The Purchaser, reserves its right to serve thirty(30) days' notice and Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time at its convenience without assigning any reason what so ever. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

		Contractor under the Contract is terminated, in whole or in part and the date upon which such termination becomes effective. However the Contractor accepts, undertakes and warrants to the Purchaser that he will not be able to terminate the Contract for a period of six(06) months from effective date. However, The BPO Service Provider may be entitleto terminate the Contract after expiry of the six(06) months period above mentioned.
	36.5	**Consequences of Termination** Upon Termination of the Contract, the Contractor shall: a) Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the standing committee. The Standing Committee will review the Exit Plan. If approved, Contractor shall start working on the same immediately. If the plan is rejected, Contractor shall prepare alternate plan within two (2) calendar days. If the second plan is also rejected, The Standing Committee will provide a plan for Contractor that shall be binding on the Contractor. b) The Exit Plan should cover at least the following:- i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment; ii. Handover the list of all Assets (in healthy state), passwords at all locations to the Purchaser c) The Contractor and a standing committee will sign a completion certificate at the end of successful (all points tracked to closure) of the Exit Plan.
37. Cessation of Rights and Obligations	37.1	Upon termination of this Contract pursuant to Clause 36 hereof, all rights and obligations of the Parties hereunder shall cease, except; a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligations of confidentiality set forth in Clause 25 hereof, c) Any right which a Party may have under the Applicable Law.
38. Cessation of Services	38.1	Upon termination of this Contract by notice to pursuant to Clause 36 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause 36 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum
39. Payments upon Termination	39.1	Upon Termination of this Contract pursuant to Clause36 hereof, the Purchaser shall make the following payments to the Contractor: a) Remuneration pursuant to Clause 21.1 of SCC for services satisfactorily performed prior to the effective date of termination; b) Reimbursable expenditures pursuant to Clause 21.1 of SCC for expenditures actually incurred prior to the effective date of termination; and c) Except in the case of termination pursuant failure to perform, insolvency of the Contractor, deliberate false submission by the Contractor or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

40. Assignment	40.1	The Contractor shall not assign to any other party, in whole or in part, their obligations under this Contract.
41. Disclaimer	41.1	Purchaser reserves the right to share, with any Contractor of its choosing, any resultant Proposals in order to secure expert opinion.
	41.2	Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the Company.
42. Public Disclosure	42.1	All materials provided to the Purchaser by bidder are subject to Country's disclosure laws.
	42.2	The Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.
43. Adherence to safety procedures, rules regulations and restriction	43.1	Contractor shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.
	43.2	The Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractor's Team shall adhere to all security requirement /regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures /policy.
	43.3	The Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	43.4	The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 29.
44. Removal and /or Replacement of Personnel	44.1	Except as the appropriate FESCO may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractors. It becomes necessary to replace any of the Personnel; the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.
		If the Purchaser:
		a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Purchaser's written request specifying the grounds will forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser. c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Contractor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Purchaser except as the Purchaser may otherwise agree,
	44.2	The Contractor shall bear all additional travel and other costs arising out of or incidental to any removal and /or replacement, and

	44.3	The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.
45. Fairness and Good Faith	45.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
	45.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without determent to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 14 hereof.
	45.3	The Contractor shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.
46. Conflict of Interest	46.1	The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	46.2	The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
	46.3	If the Contractor is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 36 of GCC.
47. Standard of Performance	47.1	The Contractor shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisers to the Purchaser.
48. Expiration of Contract	48.1	Unless terminated earlier pursuant to Clause 36 of GCC hereof, this Contract shall terminate when, pursuant to the provisions hereof, the services have been completed and the payments of remuneration and reimbursable expenditure have been made.
49. Resource Cost	49.1	Vendor will quote the resource cost as per prescribed format in the Section-IX Form No F-9.

<table>
<tr><td></td><td>49.2</td><td>The cost will be full and final (including boarding & lodging, travelling, etc.) throughout the period of contract and shall not change in what so ever condition/ circumstances.</td></tr>
<tr><td>50. Resource Timings</td><td>50.1</td><td>Every resource will follow FESCO official timings for support.
Working hours denotes regular working hours but in case of emergency or critical events it will be 24/7 Excluding Public Holidays.
Support services required during off days shall not be charged separately.</td></tr>
<tr><td>51. Initial Response Times</td><td>51.1</td><td>SLA will comply with the Initial Response Times and the Maximum Processing Times regarding Incidents listed below when communicating with End User and vendor or as mutually agreed in writing between FESCO and vendor:
<table>
<tr><th>Priority of Incident</th><th>Agreed Initial Response Time (to End User)</th><th>Agreed Maximum Processing Time / Resolution Time (Before forwarding to Parent Vendor if Required)</th></tr>
<tr><td>1 = very high</td><td>Within 1 hour</td><td>4 Hours</td></tr>
<tr><td>2 = high</td><td>4 working hours</td><td>2 working days</td></tr>
<tr><td>3 = medium</td><td>8 working hours</td><td>4 working days</td></tr>
<tr><td>4 = low</td><td>16 working hours</td><td>8 working days</td></tr>
</table>
“FESCO will determine the priority of incident and in case of non-compliance it will be deemed as default on the part of the contractor.”</td></tr>
<tr><td>52. Support Levels</td><td>52.1</td><td>Level – I Support
Level - I support involves issues of minor level and general queries, Support Team will answer to such queries and resolve these issues along with FESCO NOC team.
Incident Management
Incident management is initiated when customer reports the incident to Support Team by an email or call
Support Team will perform the following actions for the reported incidents
Log and assign severity to reported incident
Provide first level of support and resolve the incident
Identify known and repetitive errors and providing a work-around where applicable
Escalate to next level of support if required
Update the customer queries regarding service request incident
Close the incident reported and document incident resolution
Provide monthly or quarterly status report
Event Management

Event management will include the following services aspects
Environment condition
Take backup of critical components configuration; if agreed
Level – II Support</td></tr>
</table>

		Level –II support triggers when problem doesn't resolve at level –I. Support Team will take appropriate steps to resolve customer service request. Level – II Support includes the following services: Problem Management Problem management is to identify the root cause of the problem, initiate corrective actions and resolve the problem Incident Resolution Support Team shall perform the following activities when required to resolve the incident Investigate and diagnose the cause of incidents and problems Take appropriate actions to resolve incidents and problems Apply software patches and updates; if applicable Update configuration information when required **Level – III Support** Support Team will engage the subject matter expert to resolve the customer service request, if problem doesn't resolve at level- II. The following activities will take place at level – III Troubleshooting Subject matter expert shall remotely login through VPN/Telnet the equipment for troubleshooting If required, resource will open Technical Assistance Center (TAC) case with equipment's manufacturer and engage manufacturer TAC support till the rectification of the problem or replace the part/ device through local inventory.
53. Reporting	53.1	• Support Team will submit the required monthly and quarterly reports including but not limited to Risk identification, Risk analysis, Risk evaluation, Risk treatment and contingency plan, Risk monitoring. • Support Team will submit the post activity report after up gradation/ changes in the network/ infrastructure. • Support Team will submit the incident/occurrence report of fault, which includes root cause of the problem, time lines to resolve the problem and action taken to resolve the problem.
54. Health Checks and Back up	54.1	• Support Team will be responsible to check utilization of Network elements (NE's) regularly and intimate any anomaly. • Team will conduct regular health checks of all the equipments. • Support Team will be responsible to take backups.
55. Severity Levels	55.1	**Severity Level 1 (P1)** • An IT service is functionally unavailable; cause equipment get faulty and all the users cannot perform a critical business function • No acceptable workaround is available. • A problem that critically impacts to customer's network • A significant number of users of the system and/or network are unable to perform their tasks • A system of major application is totally down

		• Immediate response and sustained effort (24x7) is required to restore service. • Support Team will also engage TAC for early resolution. • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC • Example: Network out of services, hardware or software breaks down **Severity Level 2 (P2)** • Significant degradation of a service reducing users' ability to perform core business functions. • Workaround may be available, but only provides partial relief • Significant business impact to the HQ – Office. • A problem that impacts to customer's network • A limited number of users or partial of the system and /or network are unable to perform their tasks • A function of network is impacted, but network is connected • Immediate response and expedited service restoration required. • Support Team will also engage TAC for early resolution. • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC • Example: Partial Network Outage, Server Hard disk is down but business can be conducted etc. **Severity Level 3 (P3)** • Moderate degradation to non-core business functions for one or more users • Significant degradation with a temporary, but acceptable workaround that significantly reduces business impact • A Major/minor problem that negligibly impacts customer's network • Support Team will also engage TAC for early resolution if required • Resolution Time can exceed due to Software/Hardware limitation/bugs identified by TAC

		• This can be fault which has limited service impact, general inquiry, and question or require general consultation.
56. Inspection	56.1	Inspection of new goods/inventory, to be maintained locally at purchaser's premises, proposed by the bidder and agreed by FESCO will be carried out at locally by the representatives of FESCO before payment. Notice in writing for inspection of goods shall have to be given to consignee, 15-days prior to the due date. This inventory shall remain property of bidder before replacement. The Faulty replaced part shall remain property of FESCO or as agreed in writing otherwise. The contractor shall provide inventory / faulty items to be replaced in accordance with the SLA, equal to or higher than the currently installed inventory item and get inspection certificate from DG IT before Quarterly payment.

SECTION-VII: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
At (q) Definition and abbreviations	The Purchaser's Country is : Pakistan
At (r) Definition and abbreviations	The Purchaser: Faisalabad Electric Supply Company (FESCO)
GCC 4.1	The language shall be : English
GCC 12.1	For notices, the Purchaser's contact details shall be: **Director General (IT)** **FESCO,** **WEST CANAL ROAD, COMPUTER CENTRE, FAISALABAD** **Phone:041-9220586** **Mobile:0345-1500515**
GCC 13.1	The government law shall be: Laws applicable in exclusive jurisdiction of competent Court at Lahore, Pakistan.

GCC 14.2	**Dispute Resolution** Each of the Service Provider, Contractor and Purchaser shall designate in writing to the other Party a representative who shall be authorized to resolve any Dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of such Party to make decisions by mutual agreement. The Parties agree (i) to attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner within thirty (30) Days of such Dispute arising: and (ii) to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute. 14.1. Any dispute between the Parties as to matters arising pursuant to this Agreement including termination of the contract by the Client which cannot be settled amicably within thirty (30) days after receipt by one Party on the other Party's request for such settlement may be submitted by either Party to arbitration. 14.2 In the event of dispute arising under or in connection with this Agreement between the Service Provider/ Contractor and Purchaser the same shall be referred to a Joint Dispute Resolution Committee. 14.3 The Joint Dispute Resolution Committee comprising of two (2) officers of executive director level from both the Parties shall be formulated for the purpose of amicably settling any day to day disputes that may arise in good faith 14.4 In case any dispute remains unresolved after the intervention of the Joint Dispute Resolution Committee, the Parties shall then contact the CEO of the Purchaser in which case both Parties agree and accept that the decision of the CEO of the Purchaser shall be final, conclusive and binding upon both Parties. 14.5 Reference to Service Provider/ Contractor for Dispute Resolution shall be made in writing by the Purchaser specifying distinctly and clearly all such questions and disputes not later than three (3) months after the occurrence of such questions and disputes. 14.6 Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.

14.7 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In case the parties fail to resolve the dispute amicably the matter shall be referred to mediation before a CEDR accredited Mediator at the Lahore Centre for Dispute Resolution (LCDR). Mediation proceedings shall be held at Lahore and will be governed by the mediation rules. Additionally, the dispute may also be submitted for resolution to a senior partner of a Chartered Accountancy Firm. Both parties shall bear their own costs in such mediation and dispute resolution proceedings.

Section 14.8 **Arbitration**

After the expiration of the thirty (30) Days period, either Party may submit any Disputes arising under this Agreement, which cannot be resolved by the Parties, to binding arbitration pursuant to the Arbitration Act, 1940 as amended or superseded. The process shall be initiated by either Party delivering to the other a written notice requesting arbitration, with the other Party to respond to such request within ten (10) business Days. The Parties shall select a single arbitrator with knowledge of and over five (5) years of professional experience in connection with similar transactions and who has not previously been employed or retained by either Party and who does not have a direct or indirect interest in either Party or the subject matter of the arbitration. Such arbitrator shall be mutually agreed by the Parties within thirty (30) Days after written notice from either Party requesting arbitration, or failing Agreement, shall be selected under the Arbitration Act. Such arbitration shall be held in Pakistan. The Arbitration Act, 1940, as amended or superseded, shall apply to the extent not inconsistent with the rules herein specified. The arbitration shall be conducted according to the following procedures: (a) The arbitration hearing shall commence no later than thirty (30) Days after the selection of the arbitrator, (b) not later than seven (7) Days prior to the hearing date set by the arbitrator each Party shall submit a brief detailing its factual and legal position and a final offer for

settlement of the Dispute, (c) the hearing shall be conducted on a confidential basis without continuance or adjournment, (d) the arbitrator shall be limited to selecting only one of the two offers, (e) each Party shall divide equally the cost of the arbitrator or pay its own cost of arbitration and the hearing and each Party shall be responsible for its own expenses and those of its counsel and representatives, and (f) evidence concerning the financial position of the Parties, any offer made or the details of any negotiation prior to arbitration and the cost to the Parties of their representatives and counsel shall not be permissible. The award of the arbitrator shall be made no later than thirty (30) Days after the date of closing of the hearing, or if oral hearings have been waived, after the date of transmitting the final statements and proof to the arbitrator; provided, however, that in no event shall any award be made later than one hundred and twenty (120) Days after the date of the original demand for arbitration hereunder. The arbitrator shall be required to render a reasoned decision accompanying any award.

Notwithstanding the foregoing, nothing herein prevents either party from applying to the courts of Pakistan for injunctive or other equitable relief to prevent or curtail any breach of this Contract or for enforcement of an arbitral award. However, if the Purchaser is dissatisfied with the arbitral award it reserves its right to approach the court of law.

GCC 20.2	The bidders may please note that the prices are firm. All statutory taxes, levies, duties, etc. shall be paid on actual
GCC 21.1	**General terms and conditions of Payment Schedule** 1) All payments shall be made by the Purchaser in favor of the Contractor 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Contractor shall obtain Satisfactory Services Certificate from the Standing Committee constituted by Purchaser and raise invoice. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within (60) days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Contractor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payment due to the Contractor, till such work /supply /service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power /right of the purchaser under this Contract. 6) If additional work is required beyond the scope of the services specified the estimated period of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the Contractor. Any such change shall be done as per Clause 15 of GCC.

GCC 20.4	The currencies for payments shall be in Pak Rupees (PKR).	
	7) All payments under this Contract shall be made to the account of the Contractor with (Bank & A/c No.) _____ _____ Payments will be made by the Purchaser to the Contractor as per Contract Value in the Formats for Financial Proposal and agreed in the Contract.	

GCC 23	The Contractor shall provide Performance Security of ten (10) percent of the total Contract Price in the shape of bank guarantee from a schedule bank of Pakistan having rating AA+ or higher on the prescribed form valid for 485 days from the effective date or the completion of the assignment or any such extended period as decided by the Purchaser or whichever is later. The performance bond shall be furnished on the non-judicial stamp paper of the value prescribed by the GoP	