POWER INFORMATION TECHNOLOGY COMPANY

406-WAPDA House, Shahrah-e-Quaid-e-Azam, Lahore-54000
Telephone (92)-42-9202666 Fax: (92)-42-9202799

No. PITC/ G-224/03 Date: 02/01/2012

M/S Mushko Electronics (Pvt.) Ltd.
7&8 Ist Floor
Centre Point Plaza
Main Boulevard Gulberg III,
Lahore.
Ph#042-35713186
Fax # 042-35763350

Subject: **RATE CONTRACT FOR THE SUPPLY OF INTEL XEON CORE**

Ref: i. Tender No. PITC/G-224 (45)/10-2011 Opened on 30-11-2011
ii. Your quotation No. PITC/MEL/11-11/RA-014 dated.17-11-2011.

Rate contract for the supply of Intel Xeon Core server at the rate specified below is hereby entered into between you i.e. **Mushko Electronics (Pvt.) Ltd.** and this Organization subject to the "General Conditions of Contract" and special conditions laid down in this contract:-

1. **Description**

Sr.No	ITEMS	Unit	Unit rate of all Taxes on F.C.S basis.
1(i)	Xeon Server Brand HP Proliant ML 110 G7	1	116,022/-
1(ii)	Microsoft Windows Server 2008 Standard Edition OEM	1	69,061/-

2. SPECIFICATION

As per annexure-A.

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

Signature: Signature :

Vender's Authorized Representative PITC's Representative_

MUSHKO ELECTRONICS (PVT) LTD. Office # 3 & 8, First Floor, Centre Point Plaza, Main Boulevard Gulberg-III, Lhr-54660 UAN : 111-701-701 FAX : 5763350.

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

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 Rate Contract. Supply against each purchase order will be completed within 45 days. The term "Delivery Period" shall mean the date of receipt of consignment at destination.

8. INDENTER

All WAPDA/PEPCO formations including all DISCOs.

9. CONSIGNEE

All WAPDA/PEPCO formations including all DISCOs.

10. INSPECTION

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.

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.

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.

11. DESPATCH INSTRUCTIONS

Signature:

Vender's Authorized Representative

MUSHAD ELECTRONICS (PVT) LIMITED
Office # 3 & 8, First Floor, Centre Point Plaza, Main Boulevard Gulberg-III, Lhr-54660
UAN : 111-701-701
FAX : 5763350.

Signature :

PITC's Representative_

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.

12. SALES TAX & OTHER GOVT DUTIES.

The 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 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.

13. 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 (as given below) 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.

Period of Warranty for:

i.	All hardware – three years with parts and labour.	As applicable.
ii.	Consumables – either six months or till consumption of material, whichever is earlier.	
iii.	Software – free maintenance support for one year.	

14. SECURITY

You shall deposit not exceeding 5% of the value of the proposed Purchase Order in shape of Bank Draft or Bank Guarantee issued by any scheduled bank, in favour of indenter, as security. The same shall be released after expiry of warranty period. You can however split the security amount according to Clause 13, Sub Clauses i, ii and iii above in case of mixed purchased order.

15. 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.

Signature: Signature :

Vender's Authorized Representative PITC's Representative_

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.

16. FAILURE AND TERMINATION

a) If you fail to deliver (including installation & commissioning) the stores or any consignment within the specified delivery period, department shall be entitled at his option either:-

i) To recover from you liquidated damages levied at the rate of 2% per month or part thereof up to 10% (The liquidated damages shall be recovered only for the stores supplied late or not supplied except where un-delivered stores held up the use of other stores, when it shall be for the total value of the contract). The recovery of the liquidated damages mentioned above can be affected from any payment due to you from any unit of WAPDA/PEPCO/PITC.

OR

ii) 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

iii) To cancel the contract at your risk and cost.

In the event of action being taken under (ii) or (iii) 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.

b) 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: -

i) To allow the contractor to complete the contract in accordance with the terms & conditions of contract.

ii) To stop further supplies with or without financial repercussions.

iii) To cancel the contract with or without reservation of rights.

17. 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:-

i. Act of State, Enemy or God Almighty;

Signature:

Vender'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.
ii. Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

18. 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.

19. 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.

20. INSURANCE.

The dispatch of goods by any means shall be done in safely packing conditions at carrier's risk. In case of demurrage, loss or pilferage in transit, the consignee shall be required to obtain a certificate from Transport Co. about the damages/short supplies and sent the same to you for preferring claim on the carrier. In case of non supply of certificate by consignee within fifteen days of the receipt of consignment, your responsibilities shall cease.

21. PACKING

You will be responsible for packing the stores suitable for transit so as to ensure their being free from loss or damage on arrival at destination. The packing of the stores

Signature:

Vender's Authorized Representative

MUSHAD ELECTRONICS (PVT) LIMITED
Office # 3 & 8, First Floor, Centre Point Plaza, Main Boulevard Gulberg-III, Lhr-54660 UAN : 111-701-701 FAX : 5763350.

Signature :

PITC's Representative_

shall be done by and at your expense in accordance with the standard specification. Goods will be packed according to the trade practice to ensure safe receipt at destination.

22. 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 CBR of Pakistan. Your bill should be supported by the following documents: -

i. Bill in triplicate having NTN.
ii. Warranty certificate as per clause-13 above.
iii. Non Payment Certificate.
iv. Inspection Certificate.
v. A certificate that the security amount against said Purchase Order has been received.
vi. Goods Receipt Note issued by the consignee.

23. 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

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

This issues with the approval of CEO, PITC.

signature:

(Vender's Authorized Representative)

(Ahmad Kausar Agha)
Addl. Director General (Technical)

1(i)	<u>INTEL XEON SERVER HP Proliant ML 110</u> ▪ Intel® Xeon® Processor E3-1212 (3.10 GHz, 4 core/8MB/80W,1333 MHZ) ▪ 2 GB PC3-10600E DDR3 UB ECC ▪ 2 x HP 250 GB 3G SATA 7.2K 3.5 inc HDD ▪ HP Half –Height 16x SATA DVD-ROM ▪ Intel C 200 Chipset ▪ 350 watts power supply ▪ Raid controller (0/1/10) SATA ▪ GLP embedded matrox G200 ▪ With RAID 0/1 GIGA LAN ▪ 17" TFT Colour Monitor ▪ USB 2.0 10 Ports ▪ Micro ATX Tower (4U) ▪ All parts should be branded and of same brand as of Server
1(ii)	▪ Microsoft Windows Server Standard 2008 R2 OEM 64 Bit with media

Signature: Signature :

Vender's Authorized Representative PITC's Representative_

Note:

I. Specifications must be equivalent to above or higher/the latest in the same price.
II. Warranty for three Years with Parts and Labour for all Hardware.