

Bid Form
Sealed Bid for Annual Scrap Disposal Agreement with PMCL
Disposal lot Ref. # 2019PMCL014FSA2019-20
Sale on AS IS, WHERE IS BASIS

Sr. #	Scrap Items	Per	Bid price @ Rate Pak Rs.
001	Wooden Scrap	Per KG	
002	Plastic Scrap	Per KG	
003	Rubber Scrap	Per KG	
004	Iron Scrap	Per KG	
005	Silver Scrap	Per KG	
006	Aluminum Scrap	Per KG	
007	Papers, carton Scrap	Per KG	
008	Faulty cooling unit's parts (fan, compressor, motor etc.)	Per KG	
009	Used BT Cables (non- asset)	Per KG	
010	Used Cables Copper	Per KG	
011	Used Cables Silver	Per KG	
012	Used Engine oil from Generators & Vehicles	Per Liter	
013	Used Lead Acid Batteries Generators & Vehicles (Non Asset)	Per KG	
014	Used tires of Vehicles (Rim Size 12" to 19")	Per Piece	
015	Burnt / Obsolete PCB Boards (Non Asset)	Per KG	
016	Broken Glass Items	Per KG	
017	PVC Carpet Tiles	Per KG	
018	Used Oil Filter	Per KG	
019	Used Air Filter	Per KG	
020	Used Fuel water Separator Set	Per KG	
021	Dampa ceiling tiles	Per KG	
022	Any other miscellaneous scrap items	Per KG	

Signature	
I am agreed with the Terms and Conditions attached herewith	
Name of Person (Authorized Person in case of Corporation)	
CNIC # of the authorized signatory	
Official Name of the participating company / partnership / Individual / Disposal vendor.	
NTN number of the participating company / partnership / Individual / Disposal vendor.	
Mobile Number(s)	A : B:

Landline / Contact Numbers	Land Line: Fax number :
Name & Complete Postal Address of Business / (Visiting card)	
Email ID / address (for official correspondence)	
Date of bid submission	

Note: All fields of the form above are mandatory. Any missing information may lead to disqualification of bid & shall not be entertained. The bidder is deemed to have read and accepted the Terms and Conditions.

Terms and Conditions

The above rates are offered to PMCL for engagement in to Annual Agreement for the sale of Scrap & non useable items on AS IS – WHERE IS basis Nationwide Bid Ref. # 2019PMCL014FSA2019-20.

1. Instructions for Submission of Bid:

- 1.1. Bids should be submitted in sealed envelopes. Unsealed/open bid(s) shall not be even entertained or considered for evaluation.
- 1.2. Envelope should be marked with "bid Ref. # 2019PMCL014FSA2019-20".
- 1.3. Bids should be accompanied by the following:
 - a. Security deposit (Refundable) Call deposit / Pay Order of PKR.500,000/- rupees five hundred thousand only drawn in favor of PMCL.
 - b. Alignment to provide Bank's Guarantee for Security Deposit would be submitted valid for 12-month would be provided in favor of "Pakistan Mobile Communications Limited" as per standard template of PMCL.
 - c. Readable and valid photocopy of CNIC and NTN number of the bidder/ potential buyer.
 - d. Email ID, Landline and direct contact / mobile number.
 - e. Alignment to terms & condition mentioned in standard draft of frame supply agreement.
- 1.4. Bid(s) should be valid for fifteen (15) months commencing from the bid closing date.
- 1.5. Sealed Bid envelop along with necessary documents shall be delivered by hand or through courier services to PMCL on the below mentioned address not later than **Tuesday 29th January, 2019**. Offer/bid received after bid closing date shall not be entertained or considered for evaluation.
- 1.6. If it is reasonably deemed by PMCL that the bidder or any other person on his behalf has connived with any other person and disclosed any part of its bid to any other person or is involved in manipulating bid process or has violated any law or applicable government order applicable on him or PMCL or Veon (its ultimate holding company) including anti-bribery or anticorruption laws or violates any policy of PMCL as available on website of PMCL or Veon, then bid of such person shall not be even entertained for evaluation and or if such bid is accepted in ignorance of such violations then even after acceptance of the bid PMCL shall not be liable to deliver the Lot or fulfill its obligation as mentioned herein or as may be agreed in pursuance hereof and such bidder shall be solely responsible for all such consequences and shall fully indemnify PMCL or Veon.

2. Bid Price:

- 2.1. For local bidders the currency of the bid price shall be in PKR and amount should be mentioned both in numeric figures and words.
- 2.2. PMCL reserves the right to renegotiate the bid amount/bid price with any or all the participants before awarding the disposal lot.
- 2.3. The bid price includes all government direct and indirect taxes.

3. Non-acceptance/Rejection of bid:

- 3.1. Bids submitted by bidders who do not clear any due diligence conducted by PMCL, its employees or agents, or whom PMCL determines should not be considered based on PMCL's past experience with that bidder, will not be entertained or considered for evaluation."
- 3.2. Notwithstanding any other terms and conditions contained herein, Pakistan Mobile Communications Limited (PMCL)/Jazz reserves the right to accept or reject any/all proposals/bids without assigning any reason(s) thereof.
- 3.3. PMCL is not liable to pay any interest or profit on the earnest money or on the final payment deposited by the bidder.

4. Cancellation/postponement of sale/disposal:

- 4.1. PMCL reserves the right to postpone or cancel sale /disposal for any reason at any time in its sole discretion, with or without notice. PMCL will not be liable in any manner whatsoever including for compensation or damages or legitimate expectation to the bidders/prospective buyers as a result of any bid/auction postponement or cancellation;

5. Award:

- 5.1. Sealed bids will be opened with in one (01) week in PMCL Supply Chain office by the PMCL's Disposal Committee after the closing date.
- 5.2. Annual Disposal /sale agreement shall be awarded to the highest evaluated bidder(s). However, if PMCL Disposal Committee agrees to enter in to renegotiations then more than one bidder would be considered the winner.
- 5.3. If Bidder withdraw his submitted bid, PMCL shall be entitled to cancel the bid and forfeit the security deposit with no future claim from the bidder.

6. Delivery of Lot:

- 6.1. The Lot will be handed over to the successful bidder after receiving the full payment from bidder & latter approval form PMCL Management & payment acknowledgement form PMCL Bank.
- 6.2. Successful bidder shall uplift the Lot within three (3) working days after depositing the full amount and receiving intimation from PMCL for pickup of company asset, in case of non-compliance earnest money along with the deposited amount shall be forfeited and bid will be cancelled with no future claim from the bidder.
- 6.3. After award to successful bidder, only bidder and his nominated representative shall be granted access to the premises. NO further business dealing on PMCL premises by successful bidders shall be allowed. In particular:
 - a. The use of cameras at PMCL facilities is strictly prohibited; and
 - b. Anyone caught stealing, removing parts, or damaging company assets in any way shall be liable to face action under law;
 If found, PMCL reserve the right to cancel the bid and retain 100% of the full payment amount.
- 6.4. All other logistics, transportation, excise & taxation and handling charges shall be borne by bidder/successful the potential buyer at the time of inspection of Lot and for picking up the same from PMCL's premises.
- 6.5. Condition of items in the Lot is unknown and will be on "AS IS WHERE IS BASIS" and PMCL shall bear no responsibility after collection of the Lot by the successful bidder.
- 6.6. Successful Bidder shall make sure that use and treatment of the items in the Lot is strictly in accordance with the prevailing applicable national and international laws. In case of any violation(s), the successful Bidder shall be fully liable without any responsibility to PMCL and in case of violation of any applicable law for use or treatment of the Lot, the bidder /successful potential buyer shall be solely responsible and shall fully indemnify PMCL its directors, officer and employees.
- 6.7. Successful Bidder shall be liable for any loss or damage incurred to the Lot during removal from PMCL premises.

7. Finality of PMCL decision:

- 7.1. The decision of the PMCL's Disposal Committee shall be final and binding in all cases.

8. Communication:

- 8.1. All communications in this regard shall be confidential and shall be made on email. Bidders should provide active email address on the form.

Contact :-

Shoaib Adil Finance SCM Disposal Team

Manager Disposal, Special Projects

E: FIN-SCM-DISPOSALSCOMMITTEE@jazz.com.pk

M: +92 300 808 3030

Pakistan Mobile Communications Ltd. (PMCL/Jazz), Plot No 16-E, 2nd Floor, West hand Side, DHQ3 (Building), Kohistan Road, F-8 Markaz, Islamabad, Pakistan

Draft Bank Guarantee

Guarantee #

Date of Issue:

Date of expiry: Claim Lodgment Date:

Amount of-Guarantee: PKR 1,000,000/- (One Million Rupees)

To: Pakistan Mobile Communication Limited, Jazz Digital Headquarters , F-8, Islamabad, Pakistan

Dear Sir(s),

Reference is made to the contract dated [redacted] between [redacted] vendor name (hereinafter referred to as "The contractor" and Pak telecom Mobile Limited (hereinafter referred to as "PMCL").

It has been stipulated in the said contract that the contractor shall furnish in favor of PMCL for the sum of specified there in as security for the contractor's performance obligation in accordance with the service Agreement; and

We [redacted] Bank Address [redacted] having our registered office at [redacted] address [redacted] Pakistan (hereinafter referred to as "The Bank" are hereby unconditionally and irrevocably bound unto PMCL for the sum of PKR 1,000,000/ (Rupees one million Only) for which the payment shall truly and duly be made unto PMCL for with upon PMCL first written demand and without recourse to the Contractor, the bank binds itself ,its successor and assigns by these present

Sealed with the Common Seal of the said Bank this [redacted] date [redacted]

We undertake to pay PMCL the above amount for with upon receipt of its first written demand without PMCL having to substantiate its demand provided that in its demand, PMCL shall note the amount claimed is due to the occurrence of any one or all, or a combination, of the condition out hereunder.

For the period commencing on the date thereof until such time as PMCL shall not notify us in writing that Final Acceptance Certificate has been approved by it pursuant to the Contract (Acceptance) we undertake and bind ourselves to pay to PMCL upon its first written demand, without recourse to the contactor, all amounts up to an aggregate sum PKR 1,000,000/ (Rupees One Million Only).

Guarantee #

Date of Issue:

Date of expiry:

Claim Lodgment Date:

Amount of-Guarantee: PKR 1,000,000/ (Rupees One Million Only)

Our aggregate Liability hereunder shall not exceed a sum of PKR 1,000,000(Rupees One Million Only). Multiple demands may be made provided that the aggregate sum of all amounts demand shall not exceed PKR 1,000,000/- (Rupees One Million Only).

This Guarantee is Valid till [redacted] or until PMCL shall notify us in writing that the relevant acceptance certificate has been approved pursuant to the Agreement, which ever date shall occur earlier, at which time this guarantee shall become null and void whether returned to us for cancellation or not and our obligation thereafter shall terminate. Any claim made under this guarantee must be in writing and delivered to the Banks office on or before [redacted]. Claims received after the expiry date will not be honored.

The Banks Liability, to PMCL hereunder shall be that of a principal debtor and PMCL may, at its opinion, treat us as primarily liable, as sole, original and independent obligor or principal debtor in the first instance, for the aforesaid amount or part thereof which may at any time be due and payable by us to PMCL till terms of this guarantee.

The bank's obligations as set out herein shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without our assent or otherwise, of any event, including but not limited to any act or omission of PMCL or any other circumstances or events which would otherwise discharge, impact or otherwise affect any of our obligations contained in this bond or any of the rights, power or remedies conferred upon PMCL.

The Bank hereby declares and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations we have undertaken under this guarantee, which obligations are valid and legally binding on and enforceable against as under the Laws of Pakistan. Further, that the signatory (ies) to this bond are our duly authorized officers.

Draft Scrap Sale Agreement

INITIAL DRAFT

SALE AGREEMENT

THIS SALE AGREEMENT ("Agreement") is made at Islamabad on this day of , 2019

By and Between

Pakistan Mobile Communications Ltd., a company incorporated under Companies Ordinance 1984, having its registered office at 1-A IBC Building, F-8 Markaz, Islamabad (hereinafter referred to as "PMCL" which expression shall where the context admits include its successors-in-interest, administrators, representatives and assigns) of the **One Part**.

AND

_____, a Sole proprietorship of _____ bearing CNIC _____ and NTN _____ (copies attached as **Annex-B**) having its office at _____ (Hereinafter referred to as the "Buyer" which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs, representatives and permitted assigns) of the **Other Part**.

OR

_____, a partnership registered under the Partnership Act, 1932 vide '**Acknowledgment of Registration of Firm**', having NTN _____, through its duly authorized partner Mr. _____ bearing CNIC No. _____ vide **authority letter** dated _____ (copies attached as **Annex-B**) having its office at _____ (Hereinafter referred to as the "Buyer" which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs, representatives and permitted assigns) of the **Other Part**.

OR

_____ **Pvt. Ltd.**, a Company registered under companies ordinance 1984 pursuant to its certificate of incorporation (copy attached as **Annex-B**) having its office at _____ (Hereinafter referred to as the "Buyer" which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs, representatives and permitted assigns) of the **Other Part**.

(The Party of the One Part and Party of the Other Part shall herein after be collectively referred to as 'Parties' and individually as 'Party', as the context of the Agreement requires).

WHEREAS

- (A) PMCL is licensed by the Government of Pakistan/Pakistan Telecommunication Authority to provide cellular mobile telecommunication services in Pakistan, Gilgit Baltistan and Azad Jammu and Kashmir (AJK) ("Territory") and subsequently has set up a telecommunication network in the Territory;
- (B) PMCL desires to sell the scrap material (Hereinafter referred to as the "Material") and obtain related uplifting services for the Material as described in **Annex A – Purchased Material** and Purchased Price ("**Annex-A**") to this Agreement which shall form integral part of this Agreement;
- (C) The Buyer has agreed to purchase the Material ("Purchased Material") on "As is and where is basis" as described in Annex-A;

NOW THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived there from, the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, PMCL and the Buyer hereby agree as follows:

1. **Term of the Agreement.** The Initial Term of the Agreement shall be (01) year, commencing from _____ and ending on _____, both days inclusive. The Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the Parties.

2. Sale of Purchased Material:

- a) Subject to the provisions set forth in this agreement, the Seller hereby sells to the Buyer the Purchased Material set forth on **Annex-A** and the Buyer hereby accepts the sale of the Purchased Assets.
- b) The Buyer further agrees that uplifting (as further detailed in Annex-A) of the Purchased Material shall be the sole responsibility of the Buyer and its own cost and expenses.

3. Purchase Price:

- a) The price payable by the Buyer to the Seller for the Purchased Material shall be as per Annex-A.
- b) The Purchased Prices as mentioned in (a) above is inclusive of all taxes, levies, duties, and any other deduction related thereto.
- c) All payments to be made to PMCL by the Buyer shall be subject to deductions and withholding as are required by prevailing law. Further, evidence should be furnished of such taxes paid to enable the PMCL to obtain any credits available to it.

4. Payment

PMCL shall intimate for the Purchased Material in accordance with the rates/charges specified in **Annex-A** hereto. The Buyer shall be liable to make payment of the Purchased Prices with 03 working days from the date of intimation.

5. PMCL, during the currency of the Agreement, retains the right to appoint other Buyer for the Services anywhere in Pakistan, including for performance of services that the Buyer may be performing under this Agreement.

6. Warranty.

7. All scrap is offered for sale "AS IS" and "WHERE IS." The description of scrap for sale is based on currently available information, however, seller makes no warranties representations, express or implied, as to the kind, character or extent of deviation from description or its merchantability or fitness for any use or purpose.

8. Confidentiality.

- a) Both Parties shall comply with the Confidentiality requirements as mentioned in

9. Indemnity:

- a) The Buyer shall indemnify and hold harmless PMCL, its President, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Buyer or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.
- b) PMCL, shall not, because of expiration or termination of this Agreement, be liable to the Buyer for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Buyer.

10. Dispute Resolution.

- a) **If** at any time, any differences or disputes arise between the Parties which cannot be resolved by informal negotiation in a shorter time as reasonably possible, then either Party may give the other Party notice in writing of the existence of such difference or dispute, specifying the nature and extent of the disputed points at issue and the Parties shall then proceed expeditiously and in good faith to resolve such matters by formal consultation and negotiation.
- b) If the Parties are unable to resolve the matters in dispute within a period of fifteen (15) days immediately commencing from the date of receipt of the original notice of the dispute(s), then all such dispute(s) shall be finally settled through arbitration by a sole Arbitrator mutually appointed by the Parties, or appointed by the Court having competent jurisdiction over the matter in case of dispute as to the appointment of Arbitrator who shall act under the provisions of the Arbitration Act 1940 as amended. The place of arbitration shall be Islamabad, Pakistan and the language of the proceedings shall be English. The award of the arbitration shall be binding on both the Parties.

11. Termination:

- a) Notwithstanding anything herein contained, PMCL shall be exclusively entitled to terminate this Agreement
 - (i) without advance notice, in case the Buyer is in breach of any of the terms of this Agreement, or in case PMCL is not satisfied with the Services being provided by the Buyer;
 - (ii) without cause, by giving fifteen (15) days advance written notice to the Buyer.

12. **Governing Law** The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.
13. **Entire Agreement** This Agreement along with the Annex(es) attached hereto is intended by the Parties as the final expression of their agreement and is intended also as a complete and exclusives statement of the terms of their agreement with respect to their relationship and all related matters.
14. **Relationship of Parties**. This Agreement shall not be interpreted or construed to create an employer-employee relationship, an appointment to the service of PMCL or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or to impose any partnership obligation or liability upon either party. The Buyer shall have no right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, PMCL except when so expressly authorized by PMCL.
15. **Amendment**. All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.
16. **Assignment**. This Buyer shall not assign this Agreement without prior written consent of the Seller.
17. The Buyer shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by PMCL from time to time, in verbal form and/or in written form.
18. **Code of Conduct:**
The Buyer acknowledges that it has received copy of the Business Partner Code of Conduct also available at PMCL website <http://jazz.com.pk/assets/uploads/pdf/BP-Code-of-Conduct.pdf> (the “Code”) and understands and agrees to the said Code (including all updates of the said Code made from time to time) in the course of this Agreement, including without limitation provisions with regard to anti-bribery and conflicts of interest.
19. **Compliance with Laws:**

The Buyer undertakes to ensure to pay its personnel not less than the minimum wage set by the Government of Pakistan (federal/provincial) from time to time. The Buyer further undertakes that it shall abide by all the labor laws as applicable and shall be liable for all the benefits accruing to its personnel under the labor laws, as applicable from time to time and the Company shall not be liable in any manner whatsoever to pay/deposit any amount under such benefits. The Buyer undertakes to make all contributions required to be made by the Buyer in respect of such personnel, including but not limited to contributions in relation to Employees Old-Age Benefit Institution and Social Security payments. In case the Company is in any manner held liable to make payment for and/or on behalf of the Buyer, the Buyer undertakes to indemnify and hold harmless the Company in such respect. Without prejudice to the generality of the foregoing, the Company shall be entitled in such event to deduct the appropriate amount from any future payments to be made by the Company to the Buyer. The Buyer shall, as evidence of its compliance with Pakistan labor laws and regulations, upon request of the Company, submit any such documentary evidence relating to its personnel assigned to the provision of Services, which includes but is not limited to documentary evidence showing the Buyer having deposited with Government or other relevant quarters all sums related to compulsory and statutory benefits and social contributions as may be applicable or as may be required under Government of Pakistan/Provincial Government regulations and relevant Laws.
20. **Liquidated Damages.**

The Parties agree that the time is of the essence under this Agreement. In case the Buyer fails to make the payment or pick the Purchased Material as per timelines mentioned in the Agreement (except on account of Force Majeure), PMCL shall have right to deduct/charge 1% up to 10% amount of the invoice value of that respective month as liquidated damages.
21. **Waiver**

The failure of PMCL to insist, in one or more instances, upon the performance of any of the terms or conditions of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise of such right, and the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
22. **Suspension of Agreement**

- 21.1 Without prejudice to any of its other rights under this Agreement, PMCL may immediately suspend this Agreement upon written notice if:
- a) The Buyer fails to comply with legal or regulatory obligations under the prevalent law;
 - c) any material information provided or representation made by the Buyer to PMCL is untrue, false, misleading or inaccurate and has an adverse impact on PMCL in relation to its provision of Services under this Agreement

23. Representations and Warranties

- 26.1 The Buyer represents and warrants that (i) it has obtained all the requisite approvals, consents, government and regulatory authorizations, licenses and permits etc. required to execute this Agreement and purchase and further use the Purchased Material and (ii) it will make its best efforts to maintain such required approvals, consents, authorization, licenses or permits etc. for the entire duration of the Agreement.
- 26.2 The Buyer represents and warrants that it shall use the Purchased Material and provide the related uplifting services, in compliance with all applicable laws, including without limitations, laws on data protection and privacy. The Buyer shall cause that any of its employee, representatives, sub-contractors and agents (Affiliated Companies or others, if applicable) also fully comply with such an obligation.
- 26.3 The Buyer represents and warrants that it shall not use the Purchased Material and provide the uplifting services in any manner which is illegal under the laws of the jurisdiction in which the Services will be so provided.

24. Notices:

Any notice, request, instruction or other document(s) required to be given hereunder by any Party hereto shall be sent to the following addresses by facsimile, prepaid recorded delivery or registered post and shall be deemed effective if sent by post at the expiration of 48 hours after the same was posted whether or not received and if sent by courier, on the next working day and if sent by facsimile, 24 hours after the facsimile transmission. The Parties hereto shall notify each others of any change their addresses/contacts within forty eight (48) hours of such change.

Notices to the Buyer:

Mailing Address:
Telephone:.....
Facsimile Number:
ATTN: -----

Notices to PMCL:

Mailing Address:
1-A, IBC Building, F-8 Markaz, Islamabad
Telephone:
Facsimile Number:
ATTN: HoD/Supply Chain Management

25. Non-exclusivity:

The appointment of the Buyer is on a non-exclusive basis and PMCL reserves the right to appoint any other company (ies) for the provision of the same Services being provided under this Agreement.

26. Severability:

Whenever possible, each provision of this Agreement shall be construed in such a manner as to be effective and valid under the substantive laws of Pakistan. If any provision of this Agreement is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provisions of this Agreement which can be given effect without the invalid or unlawful provision and to this end the provisions of this Agreement are declared to be severable. If such invalidity or unlawfulness becomes known or apparent to either Party, then both Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.

27. Headings:

The headings used herein are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

28. **Counterparts.** This Agreement may be executed in two or more counterparts all of which shall be considered one and the same agreement and each of which shall be deemed an original.
29. This Agreement is executed / signed by the duly authorized representative(s) ("representative(s)") of the respective Parties and such representative(s) assure and guarantee that in accordance with the respective Parties' internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents they are duly authorized by the respective Parties to execute this agreement on their behalf. If at any time it transpires otherwise, then such representative(s) misrepresenting knowingly or unknowingly shall fully indemnify the other affected Party and shall be personally liable to criminal and civil legal recourse available to other party.

IN WITNESS WHEREOF the parties hereto have set their hands the day, month and year first above written.

For & on Behalf of PMCL

For & On Behalf of the Buyer

Signature: _____

Signature: _____

Name:
Designation:

Name:

Signature: _____

Name:
Designation: Head of Procurement and Supply Chain Management

Witnesses:

1. _____

2. _____

Name:

Name:

CNIC No.:

CNIC No.:

Annexure A
Purchased Material and Purchased Price

[A] Purchased Material and Purchase Price:

Sr. #	Scrap Items	Per	Bid price @ Rate Pak Rs.
001	Wooden Scrap	Per KG	
002	Plastic Scrap	Per KG	
003	Rubber Scrap	Per KG	
004	Iron Scrap	Per KG	
005	Silver Scrap	Per KG	
006	Aluminum Scrap	Per KG	
007	Papers, carton Scrap	Per KG	
008	Faulty cooling unit's parts (fan, compressor, motor etc.)	Per KG	
009	Used BT Cables (non- asset)	Per KG	
010	Used Cables Copper	Per KG	
011	Used Cables Silver	Per KG	
012	Used Engine oil from Generators & Vehicles	Per Liter	
013	Used Lead Acid Batteries Generators & Vehicles (Non Asset)	Per KG	
014	Used tires of Vehicles (Rim Size 12" to 19")	Per Piece	
015	Burnt / Obsolete PCB Boards (Non Asset)	Per KG	
016	Broken Glass Items	Per KG	
017	PVC Carpet Tiles	Per KG	
018	Used Oil Filter	Per KG	
019	Used Air Filter	Per KG	
020	Used Fuel water Separator Set	Per KG	
021	Dampa ceiling tiles	Per KG	
022	Any other miscellaneous scrap items	Per KG	

Above rates are inclusive of all taxes.

[B] Scope of Work and Purchased Material Categories:

- PMCL Admin/Technical' scrap.

[C] Locations: -

- Karachi/Lahore/Islamabad/Rawalpindi/Multan, Faisalabad, Gujranwala

[D] Uplifting of Scrap, payment submission by the Buyer.

1. Visit to be conducted by the Buyer on the written request form PMCL on fortnightly/ monthly basis/ as and when required basis.

The above shall be done in presence of:

- a) SELLER Warehouse team for the Material available at SUBCONTRACTOR managed warehouse at Karachi, Lahore and Islamabad/Rawalpindi/ **Multan, Faisalabad, Gujranwala**
- b) SELLER Admin team for scrap available at SELLER offices.

2. Written go-ahead for the Purchased Material up-lifting shall be given to Buyer by SELLER SCM-Planning, Disposal & Governance team after signing the weight report.
3. Uplift of Purchased Material lot shall be completed within two(02) day from the date of intimation by SELLER after confirmation of payment received.
4. Weight report signed by Buyer and respective SELLER team to be shared with PMCL SCM team on same day of activity.
5. SELLER SCM department shall intimate the Buyer for payment submission on same day of activity.
6. 100% payment in the shape of Pay Order along with copy of weight report to be submitted within 03 working days from the date of intimation by the Buyer.
7. In case of Material is available at (SUBCONTRACTOR managed) warehouse at Karachi, Lahore and Islamabad / Rawalpindi; SELLER's authorized representative will call for the visit.
8. In case of Material availability at SELLER's offices; SELLER's authorized representative shall call for the visit.
9. Visit to be conducted by the Buyer on the written request form SELLER as and when required basis.
10. Buyer shall provide an advance security of PKR 100,000 till the term of the Agreement
11. Demand draft / Pay order / Cash deposit slip of the above amount shall be submitted in the name of "Pakistan Mobile Communication Ltd" as security deposit.
12. Concerned Logistics or Administration department would determine the estimated proceeds of scrap amount prior uplift of scrap.
13. SELLER has the authority to accept/ Reject any or all bids at any point in time without assigning any reason.
14. SELLER is disposing off on as is where is basis and holds no responsibility whatsoever once the Buyer uplifts the scrap. SELLER is not responsible for any subsequent usage of scrap material by the buyer
15. Weight of the Scrap shall be ascertained by the Buyer by using appropriate weighing system or Truck Scales to be arranged by scrap Buyer.
16. All weighing, logistics, transportation and handling charges shall be borne by the potential buyer at the time of inspection of lot and for picking up the same from SELLER's premises.
17. SCM shall intimate the Buyer for payment submission on same day of activity.
18. 100% amount to be deposited in either of the following option
 - a. Cash Deposit in (PMCL Citi Bank Account Number 0-202126-014 / PK04CITI1000000202126014) or
 - b. In shape of bank draft/pay order drawn in favor of SELLER by the scrap Buyer / successful bidder not later than next two (02) working days after the award, failing which SELLER shall be entitled to cancel the award with no future claim from the bidder.
19. The lot will be handed over to the successful bidder after receiving the full payment.
20. Written go-ahead for scrap up-lifting shall be given to Buyer by SELLER warehouse/Admin team after deposit of 100% pay order against the signed weight report.
21. Buyer shall uplift the lot within two (02) day after depositing the full amount and in case of non-compliance earnest money along with the deposited amount shall be forfeited and bid will be cancelled with no future claim from the bidder.
22. **Logistics/Uplifting Services**
 - a) All logistics, transportation, uplifting and handling charges shall be borne by the Buyer at the time of inspection of Material lot and for picking up the same from SELLER's premises.
23. **Miscellaneous:**

- a) The use of cameras at SELLER facilities is strictly prohibited;
- b) The Buyer or any of its representative, agent, employee caught stealing, removing parts, or damaging Seller's assets in any way shall be liable to face action under law.

Annexure B
Confidentiality

- 1.1 The Parties acknowledge and agree that in connection with this Agreement, each Party will have access to information relating to the other Party's or its Affiliate's business affairs, operations, products, processes, methodologies, formulae, plans, projections, know-how, IP, market opportunities, suppliers, Agents, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel ("Confidential Information") and hereby agree not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of this Agreement. All such Confidential Information is and shall remain the exclusive property of the Disclosing Party and no license shall be implied to be granted with respect to such Confidential Information by reason of the other Party's access to such Confidential Information. Where Disclosing Party means the Party to this Agreement that discloses Confidential Information, directly and Recipient means the Party to this Agreement that receives Confidential Information, directly or indirectly, from the Disclosing Party.
- 1.2 Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by it to protect its own Confidential Information of similar importance and by using at least a reasonable degree of care.
- 1.3 Each Party undertakes to use all precautions required to enable it to comply with all the terms of this Agreement and to ensure similar compliance of the same by its employees/ personnel.
- 1.4 Exclusions: The receiving Party shall be relieved from this obligation of confidentiality to the extent that any such information:
 - 1.4.1 was in the public domain at the time it was disclosed or has come in the public domain through no fault of the receiving Party;
 - 1.4.2 was known to the receiving Party, without restriction, at the time of disclosure;
 - 1.4.3 was disclosed by the receiving Party with the prior written approval of the disclosing Party;
 - 1.4.4 was independently known by the receiving Party without any use of the disclosing Party's Confidential Information and by employees or other agents of the receiving Party who have not had access to any of the disclosing Party's Confidential Information;
 - 1.4.5 becomes known to the receiving Party, without restriction, from a source other than the disclosing Party.
- 1.5 The Parties agree that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other Party. Provided, however, that the general existence of this Agreement shall not be treated as Confidential Information. Further, either Party may disclose the terms and conditions of this Agreement:
 - 1.5.1 if required by any Court or other governmental/ regulatory body;
 - 1.5.2 if otherwise required by law;
 - 1.5.3 to its legal counsel/ arbitrators;
 - 1.5.4 in confidence, to accountants, banks, proposed investors or alliance partners and financing sources and their advisors;
 - 1.5.5 in confidence, in connection with the enforcement of this Agreement or rights under this Agreement;
 - 1.5.6 in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
- 1.6 Upon written request of the disclosing Party at any time during the Tenure or upon termination, the receiving Party must, at the option of the disclosing Party:
 - 1.6.1 promptly return all Confidential Information (or the part thereof required in such request) (including copies) to the disclosing Party in a format and on media reasonably requested by the disclosing Party;
 - 1.6.2 destroy that Confidential Information (including copies) in manner specified by the disclosing Party (other than such copies required to be kept by the receiving Party by law) and promptly certify to the disclosing Party in writing that it has done so;
- 1.7 Provided, however, that the receiving Party may retain, in the sole custody of its legal counsel with the written consent of disclosing party, certain categories of Confidential Information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial, operational or auditing purposes. Any such items will remain subject to the confidentiality obligations of this Agreement. When such retained information is no longer reasonably required, it shall be, according to the instruction received in that regard, either returned to the requesting Party or be destroyed ; with written certification thereof being given to the requesting Party.

- 1.8 The Parties agree and acknowledge that a breach of any of the provisions of this clause by either Party shall be deemed to be a material breach of the terms of this Agreement by that Party. In case of any breach or leakage of Confidential Information, either party shall inform of other party's Information Security personnel or Point of Contact (PoC) within 48 hours. In case damages caused due to leakage or breach of Confidential Information, either party shall be able to take appropriate action as per Applicable Law of the Country. Where Applicable Law means all applicable laws, legislation, ordinances, rules, regulations, statutes, orders, statutory instruments, edicts, bye-law and collective (labour) agreements, having force of law, including all applicable directions, codes of conduct, recommendations, guidelines, decisions or guidance from government, governmental agencies or regulators, in each case whether local, national, international or otherwise existing from time to time, and as the same may be amended or replaced from time to time of the Territory;
- 1.9 A formal procedure shall be in place for Incident Management and both parties shall identify their PoCs to resolve breaches / incidents but not limited of internal and external cyber-attacks.
- 1.10 The provisions of this Clause relating to confidentially shall survive for one (01) years from the termination/expiry of this Agreement.