EXPRESSION OF INTEREST

FOR PRE-QUALIFYING

EVENT MANAGEMENT AGENCIES AND VENDORS SPECIALISING IN PRINTING AND EXECUTION OF BRANDED COLLATERAL

Expression of Interest (EOIs) are invited for pre-qualification of Service Providers under the following categories: (i) Event Management Agencies; and (ii) Vendors specializing in printing, fabrication, office branding and execution of branded collateral including stationery, giveaways, booklets, reports, signage and other visibility material. Applicants may apply for one or both categories; and each category shall be evaluated separately on the basis of the relevant eligibility and technical criteria set out in this EOI document.

Sealed applications must be submitted to the office of Team Lead (Admn) PPMC, Islamabad on or before 18.08.2026 at 11:00 am. Applications received after the prescribed deadline shall not be considered. The applications shall be opened on the same day at 11:30 am at the PPMC office, Office No. 112, First Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad.

The original Bid Security instrument, in the form of a pay order, demand draft, or a call deposit, amounting to Rs. 50,000/- in favour of Power Planning & Monitoring Company, must be submitted to the PPMC office before the bid closing time.

The EOI document is available on the PPRA website (https://ppra.org.pk) and PPMC website (www.ppmc.gov.pk). For any clarification, applicants may contact Team Lead (Admn) PPMC, Tel: 051-9211302, Email: admin@ppmc.gov.pk. A pre-bid meeting will be held on 10.08.2026 at 11:00 am.

Team Lead (Admn) PPMC
Office # 112, 1st Floor, Evacuee Trust Complex, F-5/1, Agha Khan Road, Islamabad
Tele: 051-9211302 | Fax: 051-2726915

INSTRUCTIONS TO BIDDERS

1. BACKGROUND

Power Planning and Monitoring Company (“PPMC”) is a State-Owned Enterprise owned by the Ministry of Energy (Power Division), Government of Pakistan. PPMC serves as a planning and monitoring arm for the power sector. Its mandate includes power sector planning, monitoring, coordination, information dissemination and support to sectoral reform and performance oversight.

PPMC intends to pre-qualify eligible and experienced firms through this Expression of Interest for event management services and for printing, fabrication, office branding and execution of branded collateral. Pre-qualification under this EOI shall not create any entitlement to work, and the same shall remain subject to issuance of Request for Quotations (RFQs) by PPMC. Only pre-qualified bidders will be entitled to participate in the RFQs for specific assignments, as required and in accordance with applicable procurement rules.

2. INVITATION TO SUBMIT AN EXPRESSION OF INTEREST

Eligible firms are invited to submit proposals for one or both of the following categories:

Category	Service Area	Brief Description
Category A	Event Management Agencies	End-to-end planning and execution of official events, ceremonies, workshops, conferences, launches, stakeholder sessions, briefings and related activities.
Category B	Printing and Branded Collateral Execution Vendors	Printing, fabrication, office branding, branded stationery, giveaways, reports, booklets, certificates, signage, visibility items and related execution support.

Evaluation and pre-qualification will be conducted separately for each category.

3. TERMS AND CONDITIONS

- This EOI shall be governed by the Public Procurement Rules, 2004, and any other applicable laws, rules, regulations, policies and instructions issued from time to time.
- Bids submitted shall be valid for a period of one hundred and twenty (120) days.
- All costs incurred in the preparation and submission of the EOI shall be borne solely by the applicant. PPMC shall not be responsible for any cost incurred by any applicant in connection with this process.
- PPMC reserves the right to verify any information submitted by applicants from any source, including clients, tax authorities, regulatory authorities, issuing organizations and any other relevant entity.
- Any false, forged, misleading, incomplete or concealed information shall be grounds for rejection, disqualification and/or any other action available under applicable law and rules.
- PPMC reserves the right to cancel, annul, modify, suspend or re-advertise this process at any stage without incurring any liability.
- All information received by applicants from PPMC shall be treated as confidential and shall not be disclosed to any third party without prior written approval of PPMC.
- All queries must be submitted in writing through the channel specified in this document. Verbal clarifications shall not be binding on PPMC.
- Applicants shall be deemed to have read and understood the complete EOI document and shall be responsible for seeking clarifications, where required, prior to submission.

4. DEADLINE FOR SUBMISSION AND PROCEDURE

Applicants are required to submit their EOI proposal in the office of Team Lead (Admn) PPMC, Islamabad on or before 18.08.2026 at 11:00 am. The proposals will be opened on the same day at 11:30 am at the PPMC office, Office No. 112, First Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad.

The proposal shall be opened on the same day at 11:30 at the PPMC office No. 112, located at First Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad. Submission through email shall not be accepted.

TERMS OF REFERENCE

5. SCOPE OF SERVICES - CATEGORY A: EVENT MANAGEMENT AGENCIES

Service Area	Indicative Scope
Event Concept and Planning	Development of event concepts, run-of-show, execution plans, timelines, checklists, venue plans, seating plans, guest-flow plans and implementation schedules.
Venue, Logistics and Operations	Identification and coordination of suitable venues, event logistics, setup, dismantling, movement plans, registration desks, reception areas, protocol support, coordination with venue and support staff.
Staging, Branding and Fabrication	Stage design, backdrop fabrication, rostrums, panels, booths, signage, welcome boards, standees, directional signage, branded counters, media walls, SMD screens, and other on-ground branding.
Audio Visual and Technical Support	Sound system, lighting, SMD screens, projection, LED, hybrid/online support, recording, live feed, technical crew and backup arrangements.
Guest and Protocol Management	Support for invitation management, RSVP coordination, registration, seating, protocol arrangements, VIP/dignitary facilitation and coordination with PPMC focal teams.
Photography, Videography and Documentation	Event photography, videography, highlight videos, post-event editing, documentation, digital albums and delivery of raw/edited material as required. Production of corporate videos/documentaries.
Vendor Coordination	Coordination with caterers, fabricators, printers, decorators, AV vendors, transporters, security and other third-party vendors required for successful event execution.
Post-Event Reporting	Submission of completion report, photographs, attendance or participation summary where relevant, evidence of delivery and any other post-event documentation required by PPMC.

6. SCOPE OF SERVICES - CATEGORY B: PRINTING AND BRANDED COLLATERAL EXECUTION VENDORS

Service Area	Indicative Scope
Printing of Official Materials	Printing of reports, booklets, brochures, flyers, folders, certificates, invitation cards, note pads, envelopes, letterheads, business cards, manuals and other printed material.
Office Branding and Visibility	Design adaptation, printing, fabrication and installation of office branding, wall graphics, vinyl, acrylic signs, 3D letters, name plates, door signs, reception branding, wayfinding signs and other workplace visibility items.
Branded Collateral and Giveaways	Sourcing, printing, branding and delivery of giveaways, merchandise, bags, pens, diaries, USBs, mugs, shields, plaques, lanyards, folders and other branded items as approved by PPMC.
Reports and Publications	Layout adaptation, pre-press, printing, binding, finishing and delivery of official reports, publications, policy documents, handbooks, manuals and briefing packs.
Event Collateral Execution	Execution of banners, standees, panaflex, backdrops, media walls, registration material, table cards, tags, name cards, certificates and other event-related printed collateral.
Quality Control and Proofing	Provision of digital/physical proofs, color matching, material samples, print-quality assurance, finishing checks and corrective action prior to final delivery.

Service Area	Indicative Scope
Installation and Delivery	Packing, delivery, on-site installation, dismantling where applicable, replacement of defective items and coordination with PPMC focal teams for acceptance of deliverables.
Urgent Execution Capability	Ability to execute short-notice printing, signage or collateral assignments while maintaining quality, documentation and approval discipline.

7. GENERAL REQUIREMENTS APPLICABLE TO BOTH CATEGORIES

- All drafts, designs, proofs, layouts, materials and execution plans shall be subject to PPMC's review and written approval before production or implementation.
- No communication material, brand asset, design, photograph, video, printed item, signage or collateral carrying PPMC identity shall be shared publicly or with third parties without prior approval of PPMC.
- All work shall be executed in accordance with prudent industry practice, applicable laws, procurement requirements, safety standards and PPMC instructions.
- The Service Provider shall ensure that all intellectual property, final artwork, editable files, photographs, videos, templates and output material produced for PPMC are handed over to PPMC, unless otherwise agreed in writing.
- The Service Provider shall not use PPMC's name, logo, assignments or images in its portfolio or promotional material without prior written approval of PPMC.

8. DOCUMENTS AND QUALIFICATION / KNOCKDOWN CRITERIA

Applicants must submit documentary evidence against each requirement. Non-submission of any mandatory document, submission of incomplete evidence, or failure to meet any knockdown criterion may result in rejection of the bid without further evaluation.

8.1 Common Mandatory Requirements

Sr.	Requirement	Document / Proof
1	Legal registration of bidder	Certificate of incorporation/registration, partnership deed or sole-proprietorship documentation, as applicable
2	Active Taxpayer status	Proof of Active Taxpayer status with FBR and relevant tax registration(s), including sales tax registration where applicable as per law.
3	Affidavit on stamp paper	Applicants shall submit an affidavit on stamp paper of minimum Rs. 100, not older than three months, duly signed by the authorized representative Confirming bidder not blacklisted by PPRA or any public agency; documents are authentic; information is correct; bidder is not insolvent/bankrupt; no pending criminal matter materially affecting performance Reference to clause 10 be made.
4	Office presence and operational capacity	Office address on letterhead; proof of Islamabad/Rawalpindi office or documented operational arrangement for Islamabad-based delivery and coordination
5	Financial documents	Audited financial statements and/or tax returns/bank statements as applicable for the last two financial years (depending on the form of business, i.e. partnership or sole proprietor).

9. EVALUATION CRITERIA AND PROCESS

Only those bidders whose submissions are complete and who meet all applicable mandatory requirements shall be evaluated technically. Bidders applying for both categories shall be evaluated separately for each category.

The minimum qualifying score for pre-qualification shall be 70 marks out of 100 for each category. PPMC shall pre-qualify a panel of the highest-ranked responsive bidders in each category, subject to applicable rules, requirements and management approval. The top five (5) scoring bidders shall qualify per category. For specific assignments, quotations/proposals may be sought from pre-qualified bidders as and when required. In case of ties between bidders, a panel of more than 5 bidders may be made by PPMC. Where less than five (5) bidders achieve the minimum qualifying score, all such bidders shall be selected

9.1 Technical Evaluation Criteria - Category A: Event Management Agencies

Sr.	Requirement	Document / Proof	Marking Basis	Marks
1	Relevant clients and assignments	Completion certificates/contracts/work orders for up to four (4) relevant assignments of development-sector or private-sector clients; not older than seven years. Supported by submission of authentic completion certificates, contracts, work orders as applicable	5 marks per qualifying assignment, maximum 20 marks. *Maximum four (4) relevant clients/ assignments*	20
2	Government/Public Sector clients and assignments	Upto three (3) relevant assignments for government, public sector, SOE during the last seven (7) years. Supported by submission of authentic completion certificates, contracts, work orders as applicable	5 marks per qualifying assignment, maximum 15 marks *Maximum three (3) relevant clients/assignments*	15
3	Project and management team	Organogram and CVs/profiles of project manager, event manager, operations/logistics lead, creative/design lead, AV/technical focal person and photo/video resource.	Up to 3 marks per key position based on relevance and experience. *Maximum six (6) key positions*	18
4	Support staff and execution capacity	Evidence of support staff/field crew, vendor network, logistics arrangements, equipment access and event execution capacity.	10 marks for 10+ support staff/verified execution resources 05 marks for 05 to 09 support staff/verified execution resources 03 marks for less than 05 support staff/verified execution resources	10
5	Financial strength	Annual turnovers PKR 10 million or above in at least one of the last two financial years. PKR of less than 10 million, however above 5 million, in at least one of the last two financial years. Less than 5 million but more than 2 million in at least one of the last two financial years Supported by audited statements or acceptable financial evidence.	PKR of 10M or above: 10 Marks PKR less than 10 M more than 5 million: 5 Marks PKR less than 5M more than 2M: 2 Marks PKR less than 2 million: 1 Marks	10
6	Experience in end-to-end event execution	Work orders/ contracts/ completion certificates for end-to-end event execution including venue/ logistics/ stage/ branding/ AV/ protocol; each qualifying assignment minimum PKR 2.5M. Supported by submission of authentic completion certificates, contracts, work orders as applicable	5 marks per qualifying assignment, maximum 15 marks.	15
7	Client references and testimonials	Original client testimonials or verifiable references on client letterhead/video/link with client identification.	07 or more references: 12 Marks 4 to 6 references: 6 Marks less than 3 references: 3 Marks	12
			Total	100

Total Marks: 100. Minimum qualifying score: 70 marks. Failure to meet any mandatory/knockdown requirement may result in disqualification irrespective of technical score.

9.2 Technical Evaluation Criteria - Category B: Printing and Branded Collateral Execution Vendors

Sr.	Requirement	Document / Proof	Marking Basis	Marks
1	Relevant clients and work orders	Completion certificates/contracts/work orders for printing, publications, office branding, signage, collateral or giveaways; not older than seven years. Supported by submission of authentic completion certificates, contracts, work orders as applicable	3 marks per qualifying assignment, maximum 15 marks.	15
2	Production/fabrication capacity	Evidence of own facility or documented production arrangements, finishing/installation capability and delivery/logistics capacity.	Production Facility: 10 Finishing and Installation Capability: 5 Logistics: 5	20
3	Experience in official publications and reports	Work orders/contracts/completion certificates for reports, booklets, manuals, policy documents, annual reports, folders or similar official publications. Supported by submission of authentic completion certificates, contracts, work orders as applicable	5 marks per qualifying assignment, maximum 20 marks.	20
4	Experience in office branding, signage and visibility execution	Assignments for office branding, wall graphics, acrylic signage, event collateral, standees, backdrops, plaques, giveaways or branded stationery. Supported by submission of authentic completion certificates, contracts, work orders as applicable	5 marks per qualifying assignment, maximum 20 marks.	20
5	Financial strength	Annual turnovers PKR 5 million or above in at least one of the last two financial years. PKR of less than 5 million, however above 3 million in at least one of the last two financial years. Less than 3 million but more than 1 million in at least one of the last two financial years Supported by audited statements or acceptable financial evidence.	PKR 5M or above: 15 Marks PKR less than 5 M more than 3 million: 10 Marks PKR less than 3 more than 1: 5 Marks PKR less 1 million: 3 Marks	15
6	Team strength	Named focal team and profiles	Minimum 3 persons with relevant experience: 5 Marks Less than 3 persons: 2 Marks	5
7	Client references and testimonials	Original client testimonials or verifiable references on client letterhead/video/link with client identification.	5 or more references: 5 Marks 3 to 4 references: 3 Marks Less than 3 references: 1 mark	5
			TOTAL	100

Total Marks: 100. Minimum qualifying score: 70 marks. Failure to meet any mandatory/knockdown requirement may result in disqualification irrespective of technical score.

10. AFFIDAVIT REQUIREMENT

Applicants shall submit an affidavit on stamp paper of minimum Rs. 100, not older than three months, duly signed by the authorized representative, stating that:

- The bidder is not currently blacklisted by PPRA or any federal/provincial public-sector organisation;
- the documents and photocopies submitted with the bid are authentic and correct;
- in case any fake, forged or bogus document is found at any stage, the bidder may be disqualified and/or blacklisted as per applicable law and rules;
- the information provided is correct and complete to the best of the bidder's knowledge;
- The bidder is not insolvent, bankrupt, debarred or involved in any criminal matter materially affecting its ability to perform the services;
- The bidder shall keep all information received from PPMC confidential.

11. PRE-QUALIFICATION OUTCOME

A single applicant can opt to apply for either one or both categories. Applicants who meet the mandatory requirements and achieve the minimum qualifying score may be pre-qualified by PPMC for the category/category(ies) for which they have qualified. As may be applicable, PPMC may form separate panels for Category A and Category B. Pre-qualified Service Providers may be invited to provide quotations/proposals for specific assignments as and when required by PPMC.

Pre-qualification under this EOI shall not guarantee the award of any assignment, contract or work order. Award of specific assignments shall be subject to applicable procurement procedure, requirement, budget availability, approval and performance considerations.

All pre-qualified bidders may be required to enter into an agreement, herein attached, for a maximum term of three (3) years. The terms of the agreement are indicative in nature and may be changed by PPMC at its sole discretion at any stage prior to execution.

AGREEMENT FOR PROVISION OF SERVICES *(INDICATIVE IN NATURE)*

This Agreement for Provision of Services (hereinafter referred to as the **"Agreement**") is made at Islamabad on this ___ day of __________, 2026 ("**Signing Date**") by and between:

1. **POWER PLANNING & MONITORING COMPANY**, a private limited company, duly registered with the Securities and Exchange Commission Pakistan (SECP) having its office at Office 112, First Floor, Evacuee Trust Complex, F-5, Islamabad (hereinafter referred to as the "**PPMC**" which expression shall, where the context so permits mean and include its successors and permitted assigns); and

2. **[INSERT NAME OF COMPANY / PARTNERSHIP / SOLE PROPRIETOR],** with its registered address at [Insert Address] (hereinafter referred as the "**Vendor** or **Service Provider**" which expression shall, where the context so permits mean and include its successors and permitted assigns);

(Each of PPMC and the Vendor are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**").

WHEREAS:

A. PPMC intends to hire services of the Vendor for purposes of the EOI marked at **Schedule A**.

B. Vendor is involved in the business of *inter alia*, [Insert].

C. PPMC after evaluating the Vendor's bid pursuant to the Expression of Interest (closing date [insert date]) ("**EOI**"), duly selected the Service Provider (among other parties) for the provision of services as required under the EOI (collectively "**Services**") for Category [A/B] under the EOI.

D. The Parties have agreed to enter into this Agreement to record the terms and conditions for the provision of Services.

E. The **Schedule A** inclusive of the EOI and the Vendor's Bid shall inform an integral part of this Agreement.

F. This Agreement shall be construed in accordance with the Public Procurement Rules, 2004, and regulations made thereunder. In the event of any inconsistency conflict in the terms and conditions of this Agreement and Public Procurement Rules, 2004 and regulations made thereunder, the terms of the latter shall prevail to the extent of such inconsistency or conflict.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. KEY TERMS

1.1. Provision of Services

1.1.1. PPMC may request the Vendor for a price quotation of any of the Services specified in the **Schedule A**, as required by PPMC from time to time. The Vendor shall not later than two (2) days of such request, submit a price quotation for such Services to PPMC.

1.1.2. If, in the discretion of PPMC, the prices quoted by the Vendor are the lowest compared and/or most competitive as compared to the quotations received by PPMC from other vendors for similar assignment, PPMC shall issue a purchase order for such Services in favour of the Vendor ("**Purchase Order** or **Work Order**"). For the avoidance of doubt, the prices quoted by the Vendor shall be inclusive of any and all applicable taxes, levies or duties (including, without limitation, sales tax, withholding tax, and import duties, if applicable).

1.1.3. The Vendor shall provide the Services to PPMC as per the specifications/requirements set out in the Purchase Order (the "**Specifications**").

1.1.4. The Services shall be provided within the time set out in the Purchase Order and, if the Purchase Order does not specify the same, it shall be deemed that such Services are required to be provided within ten (10) days from the issuance of the Purchase Order (the "**Completion Date**"). In the event the Vendor fails to provide the Services by the Completion Date, PPMC shall be entitled to charge a delay surcharge of two (2) percent of the Consideration (deductible from the Consideration) for each day of delay, and where the delay exceeds a total of thirty (30) days, PPMC shall be entitled to terminate this Agreement in accordance with Clause 2.1.

1.1.5. If the Service Provider wishes to engage a third party in relation to the performance of its obligations under this Agreement or make payment to a third party in relation to its obligations under this Agreement, it shall obtain prior written approval of PPMC, provided that outsourcing of the assignment in whole or in part, to any other third party shall not release the Service Provider of its obligations, responsibilities and liabilities under this Agreement in any manner whatsoever and the Service Provider shall remain fully responsible for the performance of such Services. If PPMC discontinues a particular Assignment for its own convenience, then the Service Provider shall be entitled to a refund of any pre-approved third-party payments that it has made out-of-pocket. The Service Provider shall not be entitled to a refund of any third-party payment if such third-party payment is not approved by PPMC or if an assignment is discontinued due to a default attributable to the Service Provider or due to the Service Provider's refusal to proceed with an assignment under Work Order.

1.1.6. The Services shall be provided as per prudent industry practice.

1.1.7. PPMC shall have the right to discontinue an assignment or any part of the Services at any time though prior written notice to the Service Provider.

1.2. Payment for Services

1.2.1. PPMC shall make payment to the Vendor in Pakistani Rupees in such amounts as set out in the respective Purchase Orders issued by PPMC from time to time which shall be inclusive of any and all applicable taxes, levies or duties (including, without limitation, sales tax, withholding tax, and import duties, if applicable) ("**Consideration**").

1.2.2. The payment of Consideration shall be made within thirty (30) business days after completion of the assignment to the satisfaction of PPMC in accordance with the terms of this Agreement or within such milestones as agreed between the Parties for a specific assignment.

1.2.3. In case the Assignment is incomplete or partially complete, PPMC shall, at its discretion, pro-rate the Consideration payable based on the quantity and quality of Services provided for such assignment under a Work Order. PPMC shall have the discretion to determine the quantum of such deductions from the Consideration.

1.3. Rejection of Services

1.3.1. If the Services fail to conform to the requirements of the Specifications, PPMC shall be entitled to reject the Services without incurring any liability whatsoever. In case PPMC rejects the Services, the Vendor shall carry out all such actions necessary to bring the Services in line with the Specifications, failing which the Vendor shall not be liable to payment of the Consideration. PPMC may also, at its discretion, accept such Services that are otherwise liable to be rejected pursuant to the provisions of this Agreement and prorate the payment of the Consideration based on the quality of Services received.

1.3.2. PPMC shall have the sole and absolute discretion to determine whether the Services rendered by the Service Provider conform to the scope of work defined in the relevant Purchase Order. Such determination by PPMC shall be final and binding on the Service Provider

1.4. Term

1.4.1. This Agreement shall become effective on the Signing Date and shall continue for a period of three (3) years thereafter, unless otherwise terminated in accordance with the provisions of Section 2.1 this Agreement or extended as per applicable laws (hereinafter referred to as the "**Term**").

2. MISCELLANEOUS PROVISIONS

2.1. Default And Termination

2.1.1. If the Vendor fails to provide the Services as per the Specifications within the time period set out in this Agreement or fails to submit a quotation when requested by PPMC or otherwise defaults in the performance of, or compliance with, any term or condition of this Agreement, or is unable to perform its obligations under this Agreement, or otherwise engages in any illegal, criminal or fraudulent activity whatsoever (whether inside or outside Pakistan), PPMC may terminate this Agreement with immediate effect by written notice.

2.1.2. PPMC may terminate this Agreement, at its convenience, by providing thirty (30) days advance written notice in writing to the other Party.

2.2. Confidentiality

2.2.1. The Parties acknowledge and agree that each Party shall treat all information concerning the other Party which comes to its knowledge pursuant to this Agreement, including all documents, plans, specifications, and the subject matter contained herein and any information, whether technical, financial or commercial, or otherwise, or any activities carried out pursuant to or in contemplation of entering into this Agreement, provided by a Party hereunder (the "**Disclosing Party**") to the other Party hereunder (the "**Receiving Party**") in connection with the performance of this Agreement which is in writing or communicated by any other means, as confidential information. This confidential information shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied, unless otherwise permitted with the prior written consent of the Disclosing Party and/or required by the applicable laws.

2.2.2. Any subcontractor and/or third party appointed by the Vendor subject to the prior written approval by PPMC, shall abide by all the confidentiality obligations of this Agreement.

2.2.3. The confidentiality obligations shall survive termination and/or expiry of this Agreement shall be valid for a period of ten (10) years from the date of termination and/or expiry of this Agreement.

2.3. Force Majeure

2.3.1. An event of "Force Majeure" shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement, provided that such material and adverse effect could not have been prevented, overcome, or remedied, in whole or in part, by the affected Party through the exercise of diligence and reasonable care. An event of Force Majeure shall include, but not be limited to, an act of God, a pandemic, outbreak, plague, war (whether declared or not), government decree, import and export bans, fire, explosion, flood, typhoon, strikes and sabotage, civil commotion, riots, embargoes.

2.3.2. A Party that is prevented to perform its obligations under this Agreement due to an event of Force Majeure shall notify the other Party as soon as possible but in any event within seven (7) days by e-mail when the Force Majeure event has occurred. The prevented Party shall also notify the other Party by e-mail as soon as possible when the event of Force Majeure has ended.

2.3.3. An event of Force Majeure which may cause delay to the Vendor's or any part thereof and be such as to fairly entitle the Vendor to an extension in the Completion Date, PPMC shall endeavor to reach a mutual agreement on a fair and reasonable extension to the Completion Date. Where the Parties fail to agree, PPMC shall, on its own, determine and notify the Vendor in writing of a fair and reasonable extension to the Completion Date. If the Services are not delivered to PPMC by such extended Completion Date, PPMC shall be entitled to terminate this Agreement with immediate effect through written notice to the Vendor.

2.4. Representations & Warranties

2.4.1. Each Party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party and constitutes a legal, valid and binding obligation of each Party, enforceable in accordance with its terms and the applicable laws.

2.4.2. Each Party hereby represents and warrants that it has full right and power to enter into this Agreement, to perform all obligations hereunder, and to grant all rights hereunder without violating the legal or equitable rights of any other person or entity, and that the execution and performance of this Agreement will not conflict with or result in a breach of or default under any of the terms or conditions of any agreement and/or arrangement to which either Party has agreed, or is a party, or may be bound.

2.4.3. The Vendor, in addition to the above, warrants and represents as follows:

(a) The Vendor has the necessary qualifications and expertise to provide the Services to PPMC as per the requirements of the Specifications and the EOI.

(b) The Services shall be as per their intended purpose.

(c) The Vendor shall be responsible for and perform all its obligations under this Agreement in a professional manner with the highest industry standards if applicable.

(d) The Vendor shall ensure quality check of the Services.

(e) The provision of the Services will not infringe any valid or applied for copyright, patent or trademark, foreign or domestic.

(f) The payment of Consideration will not violate any pricing regulations and that the Vendor's execution of this Agreement constitutes vendor's warranty of compliance with all such regulations.

2.5. Indemnity

2.5.1. The Vendor hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless the PPMC and its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Vendor or its officers, directors, employees or sub-administrators, related to or arising out of its obligations and responsibilities under this Agreement; or (ii) an actual or alleged breach by the Vendor of any of its representations, warranties or covenants contained in this Agreement.

2.6. Assignment and Benefit of Agreement

2.6.1. The Vendor shall not be entitled to assign or transfer its rights or obligations (or any of them) under this Agreement without the prior written consent of PPMC.

2.6.2. PPMC shall have the right, power and authority to assign, novate and/or transfer this Agreement or any of its rights under this Agreement to any person with prior intimation to the Vendor, without affecting any rights of Vendor hereunder.

2.6.3. This Agreement shall be for the benefit of and is binding upon the Parties hereto and their respective legal representatives, successors in interest, and permitted assignees.

2.6.4. The Service Provider is an independent contractor. The relationship between PPMC and the Service Provider shall not be construed to be that of an employer and employee, or a partnership, joint venture or agency of any kind. All employees, agents, contractors, and other personnel engaged by the Service Provider for performing the Services shall be and shall remain employees or contractors of the Service Provider and shall not be deemed to be employees of PPMC for any purpose whatsoever.

2.7. Counterparts

2.7.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

2.8. Notices

2.8.1. Any notice or other document to be served under this Agreement shall be in the English language and may be delivered personally, by email, or by a recognized courier at the addresses specified below or at such other address as may be notified in writing:

For PPMC

Attention: [Insert]

Address: Office 112, First Floor, Evacuee Trust Complex, F-5, Islamabad

Telephone: [Insert]
Email: [Insert]

For Vendor
Attention: [Insert]
Address: [Insert]
Telephone: [Insert]
Email: [Insert]

2.8.2. Any notice or document shall be deemed to have been served if delivered personally or by email or by internationally recognized courier, at the time and date of delivery. In proving service of a notice or document it shall be sufficient to prove that delivery was made.

2.9. Amendments to be in Writing

2.9.1. This Agreement may be amended or supplemented only by agreement in writing signed by the Parties.

2.10. Severability

2.10.1. The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision shall in no event affect the validity of any other provision whatsoever, unless such provision is of a nature that the Agreement would not have been concluded without the said provision.

2.11. Intellectual Property

2.11.1. The Parties hereby acknowledge and agree that PPMC shall exclusively own all rights, title and interests including patent rights, copyrights, trademark rights, trade secrets, made, conceived or reduced to practice, in whole or in part, (whether patentable or not), in relation to the Services, and each assignment, and other intellectual property of PPMC ("**Intellectual Property**"), and the Service Provider shall have no intellectual property related right, interest or claim in the Services, and each assignment under Work Order, during the Term and after expiry of the Term, or any extension thereof as applicable.

2.11.2. PPMC grants a limited and non-exclusive license to the Service Provider to use the Intellectual Property of PPMC for the delivery and performance of its obligations under this Agreement.

2.12. No Waiver

2.12.1. No failure or delay by any Party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any term, provision or condition of this Agreement shall be deemed to be or construed as a further or continuous waiver of such term, provision or condition.

2.13. Governing Law & Dispute Resolution

2.13.1. This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

2.13.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the respective senior managements of the Parties for resolution for amicable settlement.

2.13.3. In the event that the senior management is unable to resolve the dispute, all disputes arising out of or in connection with this Agreement shall settled in accordance with the provisions of the Arbitration Act, 1940 which seat of arbitration being Islamabad.

****

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the Signing Date.

Power Planning & Monitoring Company through its authorized signatory **Name:** [Insert] **CNIC No.:** [Insert] **Contact No.:** [Insert] **[Insert], as authorized signatory of [Insert Full Name of Vendor]** **Name:** [Insert] **CNIC No.:** [Insert] **Contact No.**: [Insert] **In the presence of signature of WITNESSES** Name: [Insert] Address: Office 112, First Floor, Evacuee Trust Complex, F-5, Islamabad CNIC No.: [Insert] Name: [Insert] Address: [Insert] CNIC No.: [Insert]	SIGNATURES

SCHEDULE A – EOI & VENDOR'S BID

ENCLOSED HEREINAFTER THIS SHEET