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	Government of Pakistan PAKISTAN TELECOMMUNICATION AUTHORITY http:// www.pta.gov.pk
TENDER NOTICE No.Z.Dir(QTA)/2-7/17	
INVITATION OF BID (OVERHAULING OF 15KVA GENERATOR INSTALLED AT PTA ZONAL OFFICE QUETTA)	
<p>Pakistan Telecommunication Authority (PTA), Zonal Office, Quetta invites sealed bids from firms/contractors/vendors etc. registered with Income Tax and Sales Tax Departments i.e. FBR & BRA and who are on Active Taxpayers List of Federal Board of Revenue and active in Balochistan Revenue Authority for Overhauling of 15KVA Generator installed at PTA Zonal Office Quetta.</p> <p>Bidding documents, containing detailed terms and conditions etc. are available at PTA Zonal Office Quetta. Price of the bidding documents is Rs. 500/- (Non-Refundable in shape of pay order/draft in favor of PTA). Bidding documents can also be downloaded from PTA website i.e. www.pta.gov.pk free of cost.</p> <p>The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the undersigned on or before 26 December 2017 by 1100 hours by hand or through registered post. Bids will be opened on the same day by the Zonal Purchase Committee in the presence of the bidders or their representatives at 1130 hours. This notice / advertisement is also available on PPRA website at www.ppra.org.pk.</p>	
<p>Zonal Director, PTA, Zonal office, Quetta ZONAL OFFICE SAMUNGLI ROAD QUETTA Ph: 081-2829476, Fax: 081-2829477 Email: quetta@pta.gov.pk</p>	

PID(1)

“OVERHAULING OF 15KVA GENERATOR INSTALLED AT PTA ZONAL OFFICE QUETTA”

- 1. Special Stipulations**
- 2. General Terms & Conditions**
- 3. Bill of Quantities**
- 4. Draft of Agreement**

***PAKISTAN TELECOMMUNICATION AUTHORITY
PTA Zonal Office, Behind FIA Building, Samungli Road,
Quetta***

Ph: 081-2829476

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<http://www.pta.gov.pk>

PAKISTAN TELECOMMUNICATION AUTHORITY

SPECIAL STIPULATIONS

OVERHAULING OF 15KVA GENERATOR INSTALLED AT PTA ZONAL OFFICE QUETTA

The repair/maintenance work will be hired according to PPRA Single stage – one envelope procedure. The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:

1	Tender will be evaluated on the lump sum basis as a whole price of the project i.e.; the bidder with lowest price shall be awarded work order subject to provision of the documents mentioned at Sr. 20 of this document, Whereas, the pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemized basis.	
2	No claim on Escalation during the currency of Contract will be entertained	
3	Arbitration	In case of any dispute or conflict between Contractor and PTA Zonal Office Quetta, the case will be referred to Purchase Committee-I, PTA.
4	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on excess quantities.	
5	PTA has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.	
6	Amount of Earnest Money	2% of total quoted bid amount. Bids earnest money will not be considered.
7	Form of Earnest Money	Either a pay order or bank draft from schedule bank in favor of PTA shall be attached by the bidder.
8	Earnest Money & Retention money	Retention money shall be 6% of total bid price. Earnest Money of successful bidder will be retained as retention money and balance 4% shall be deducted at time of payment. Retention money shall be released after 6 months of the completion date subject to no fault. . Earnest money of unsuccessful bidder will be returned on issuing of Work Order to the successful bidder.
9	Time of commencement of work	Within 7 days of the issuance of work order
10	Time of completion of supply & work	15 days from the commencement of work
11	Imposition of Penalty for non-completion of the work within stipulated time	0.1% of the contract price per day of the unfinished work on the date of completion and maximum up to the extent of 10 days. After lapse of 10 days of the timeline for completion, the work order shall stand cancelled and earnest money shall be forfeited in favor of PTA.
12	Insurance against injury to workmen	Safety of its employees from injury will be responsibility of the contractor.
13	In complete tender/bids will be rejected forthwith.	
14	Bid should be valid for at least 03 months from the date of submission.	
15	Generator can be inspected during working office hours.	
16	The work will be carried out under the supervision of Zonal Director Quetta.	

17	All material/equipment will be checked and approved by the Zonal Director Quetta before Commissioning of work.	
18	Full and Final Payment will be made after submission of bill and issuance of physical inspection report by Zonal Purchase Committee.	
19	Tax will be deducted at source as per Government of Pakistan rules.	
20	Provision of NTN, GST, ATL, BST registration certificates whatsoever applicable are mandatory and copies should be attached with the bid.	
21	Bill should clearly indicate the NTN/GST/BST No. (if applicable)	
22	An agreement will be made between the client and contractor on judicial paper of worth Rs.100/-	
23	Warranty period shall be six months after completion date. During warranty period, removal of fault shall be the responsibility of the bidder. In case, bidder fails to clear the fault the work shall be done at PTA cost and charges will be deducted from the retention money.	
24	PTA reserves the right to accept or reject any or all offers as per PPRA rules.	
25	In case of any circumstances which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
	Contractor' Sign and Seal	Employer's sign and seal

GENERAL TERMS & CONDITIONS

1. No offer of a supplier/firm will be considered for tender competition if:-
 - a. The bid is not prepared and submitted by following the instructions given in tender documents.
 - b. The bid is incomplete.
 - c. Received without earnest money and /or found with less amount of earnest money than required financial extent.
 - d. Received later than the date and time fixed for tender submission.
 - e. Submitted to other than the venue specified in the terms and conditions of this tender notice/tender documents.
 - f. The tender is unsigned/ unstamped
 - g. The offer is ambiguous.
 - h. The tender is submitted with wrong pattern/method of bidding.
 - i. The tender is not properly covered and sealed.
 - j. The offer is conditional.
 - k. The offer is from a firm which is black listed, by any Govt. Office.
 - l. The offer is received by telephone/telex/fax/telegram.
 - m. Any unsigned/ambiguous erasing, cutting/overwriting etc. is made
2. The potential bidders needing any clarification regarding bidding procedure and/ or terms & conditions of tender may raise their query (in written) and seek guidance prior to tenders closing date.
3. Withdrawal of bid during validity period or tender evaluation process is strictly prohibited.
4. The successful bidder/contractor will be placed with PTA procurement contract in form of supply order or written agreement as the case may be, containing the terms and conditions under prevalent public procurement rules/ PTA policy.
5. The contractor will be legally bound and obligated toward terms & conditions of contract be those specified and established in supply order/work order/contract agreement and determined later by the PTA in lieu of performance and execution of contract and/or liquidate damages subject to exception of circumstances invoked and enforced by the situation of “**Force Majeure**”.
6. PTA is authorized to vary quantities and time of supply order placement or as decided latterly according to its requirement.
7. The bidding procedure is subject to compliance with PPRA rules / PTA policy and decisions of the Purchase Committee-1, the competent fora of PTA, would stand valid, be enforced and implemented to whole procurement process and performance of contract by the selected supplier.
8. PTA reserves the right to accept or reject any or all tenders as a whole or in part as specified by PPRA Rule 33(1). The decision in this regard will be firm, final and binding on all bidders.

BOQ for Overhauling of 15 KVA Generator Installed at PTA

Zonal Office, Quetta

S/N o	Description of Work	Quoted Price without GST	GST	Total
1	<u>Parts for overhauling</u> (Mention parts separately with price which are required to be replaced)			
	Total Parts Amount			
2	<u>Labor (Job wise)</u> (Mention labor of all repair/maintenance work separately with price which is required)			
3	<u>Any other</u> Miscellaneous work/Spare part/Labor, transportation etc. not covered above			
	<u>Total for Overhauling</u>			

Name: _____

Signature and Stamp: _____

SERVICE AGREEMENT

(For Overhauling of 15KV Installed Generator)

THIS Supply and Service AGREEMENT (the "Agreement") is made at Quetta on the _____

By _____ and _____ between **Pakistan Telecommunication Authority** a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad and Zonal office _____ Quetta, _ (hereinafter referred to as "the Client" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assignees) of One part and;

M/s. _____ through Mr/Ms. _____ bearing CNIC _____ having place of business at _____ (here in after referred to as the "Contractor" which expression shall, where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assignees) of the Other part.

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS;

1. The client is desirous to acquire the service of Contractor for Supply and Overhauling of 15KV Generator installed at **PTA Zonal Office, Quetta.**
2. The Contractor is a _____ (details of incorporation) being engaged in the business of supply, repairing and overhauling of Generators and has agreed to provide these services subject to the conditions as set forth hereunder.

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Contractor hereby agree as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Contractor agrees to provide Services as per requirements prescribed and attached as Annexure-A of this Agreement;

2. Term

- 3.1 Upon signing of this Agreement the Contractor shall be obligated to start the work within _____ and complete it within _____ calendar days. In case of failure Client will be entitled to deduct 0.1% of the contract price and assign the work to any other Contractor at its discretion.

3. Termination

3.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement.

- i. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality thereof provided by Contractor;
- ii. Without cause, by giving two (02) days advance written notice to the Contractor.
 - a. If the Services do not meet the specifications, terms & conditions mentioned in Documents attached as Annexure-A.
 - b. If the Contractor, at any time, makes defaults in proceeding with the Services with due negligence and continues to do so even after a notice in writing or commits default in complying with any of the terms and conditions of the Agreement or fails to complete the works/Services on or before the date(s) of completion.

3.2 In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within _____ days.

3.3 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor 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 Contractor.

3.4. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Tender Notice.
- b) Bill of Quantity (BoQ)
- c) General conditions of Contract/ Special Stipulations.
- d) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- e) Earnest money/ Tender Guarantee
- f) Notice of award by the Client
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

4. Payment:

4.1 . In consideration of rendition of the Supply and Overhauling Services the Client shall pay the Contractor, payments as specified/given in BOQ attached as Annexure-A subject to physical inspection and to the complete satisfaction of t, the contractor here Client.

4.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of supply and overhauling Services by the Contractor.

4.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding(s) as are required by prevailing laws which shall be to the account of the Contractor.

4.4 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services at the Client's Zonal office building.

4.5 The Contractor undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and installation Services.

4.6 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client in its premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

5. Warranty and Maintenance

5.1 The Contractor hereby warrants that all the spare parts (Parts of overhauling, etc) as to its quality and functionality are free from and against any and all defects, faults and issues as specified in the documents.

5.2 Any fault due to material, or structural faults or design flaws or technical defects which may be observed during the period of this Agreement shall be made good on urgent basis (within one (01) day) by the Contractor at its own expense which shall include the cost of replacement/fixing/repairing of parts. All equipments repaired and/or replaced/fixed shall be subject to approval by the Client.

5.3 If the Contractor fails to repairs/fix/replace pointed faults upto the satisfaction of the Client within the aforementioned period of one (01) day specified in Clause 5.2, deduction against the retained money i.e. _____(amount in word) per day shall be made by the Contractor as a consequence of such failure in repair/maintenance work.

4. Resolution of Dispute

7.1 In case of any dispute or conflict, the case will be referred to _____ of the Client for amicable settlement/resolution of dispute.

7.2 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) **DG Enforcement** of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement at the second stage the case will be referred to Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged in any court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party of this contract may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 Pakistan and the rules issued there under.

7.3 All variations amendments or modification to the terms of this Agreement shall be made, except in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

5. Confidentiality

8.1 The Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

6. Indemnification

9.1 The Contractor shall indemnify and hold harmless the Client, its Chairman, 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 Supplier 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.

7. Force Majeure Event

10.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

10.2 For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

10.3 The Party initially affected by a Force Majeure shall promptly but not later than five (05) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations (“Force Majeure Notification”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

10.4 Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

11. Amendments

11.1 All addition(s), amendment(s), variation(s) or modification to this Agreement shall be binding only if in writing agreed and signed by the Parties or their duly authorized representatives.

12. Governing Law

12.1 The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of the Islamic Republic of Pakistan.

13. Waiver

13.1 A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Severability

14.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Assignment

15.1 This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

16. Annexure

16.1 Annexure-A pertaining to the specification, description of item, Quantity, Unit and amount including GST, along with all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands to execute this Agreement the day,
month and the year first above written.

IN WITNESS WHEREOF, the Parties hereto set their hands to execute this Agreement the day,
month and the year first above written.

Signed for and behalf of

Contractor

Client

Signature

Signature

Name

Name

CNIC No.

CNIC No.

Witness 1

Witness 2

Details of Specification and Overhauling Work

S/N o	Description of Work
1	<u>Parts for overhauling</u> (Mention parts separately which are required to be replaced)
	Total Parts
2	<u>Labor (Job wise)</u> (Mention labor of all repair/maintenance work separately which is required)
3	<u>Any other</u> Miscellaneous work/Spare part/Labor, transportation etc. not covered above