



Government of Pakistan  
**PAKISTAN TELECOMMUNICATION AUTHORITY**  
www.pta.gov.pk

## INVITATION TO BID

### Supply & Installation of Generator of 250 KVA (Prime) for PTA HQs, F-5/1, Islamabad

Pakistan Telecommunication Authority (PTA), a Government organization invites sealed bids from Authorized Dealers/ Distributors/Manufactures of generators having 3S services and minimum experience of 5 years and registered with Income Tax and Sales Tax Departments and on the Active Tax Payer List (ATL) of Federal Board of Revenue (FBR) for Supply & Installation services of Generator of minimum 250 KVA (Prime) for PTA HQs, F-5/1, Islamabad.

Bidding documents, containing detailed terms and conditions etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/- (cash non-refundable). Bidding Documents can also be downloaded from [www.pta.gov.pk](http://www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before 24<sup>th</sup> April 2022 11:00 AM. Technical bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Engr. Asif Saeed, Director (Civil Works)**  
**PTA Head Quarters, F-5/1, Islamabad.**  
**Tel: 051-2878124 Fax: 051-2878149**  
**Email: [asifsaeed@pta.gov.pk](mailto:asifsaeed@pta.gov.pk)**

12x2



**Bidding Documents**

**For**

**Provision & Installation of 250 KVA Generator (Prime)**

**for**

**PTA HQs, F-5/1, Islamabad.**

## 1. INVITATION

- 1.1. Pakistan Telecommunication Authority (PTA) intends to hire the services of Authorized Dealers/Distributors/Manufactures of generators (hereinafter referred to as 'Bidder') having 3 S services and having experience of 5 years or more and on the ATL list of FBR are invited to apply for supply, fixing, installation and maintenance Services of brand new generator of capacity 250 KVA Minimum (Prime) (make Caterpillar, Cummins, FG Wilson or Equivalent) for PTA HQs, F-5/1, Islamabad.
- 1.2. The major project components include the following
- a. Supply, Installation, Commissioning and testing of 250 KVA (Prime) generator on site.
  - b. Repair/Maintenance (SLA) contract for the supplied generator for **3 years during the warranty period.**
- 1.3. The deadline for receipt of documents is 24<sup>th</sup> April, 2022 by 1100 hours. Documents received after this date shall not be entertained. Single Stage Two Envelope Procedure under Rule 36 (b) of Public Procurement Rules, 2004 (PP Rules, 2004) shall be adopted for the procurement process. Only qualified Bidders with demonstrated experience in similar assignments after qualifying the technical evaluation shall be considered for the opening of financial bid as per PP Rules, 2004.
- 1.4. Bidding documents can be obtained from the office of the undersigned on or before 24<sup>th</sup> April, 2022 during working hours on cash payment of Rs.500/- (non-refundable). The request must clearly state **"Request for Bidding Documents for Supply & Installation of 250 KVA (Prime) Generator for PTA HQs, F-5/1, Islamabad"**.
- 1.5. PTA shall disqualify a Bidder if it finds, at any time, that the information submitted by the Bidder concerning its technical evaluation as vendor was false and inaccurate or incomplete.
- 1.6. Bidders will be informed, in due course, of the result of the bidding process.
- 1.7. PTA may reject any or all bids as per Public Procurement Regulatory Authority (PPRA) laws/rules.

Director (Civil Works),  
PTA HQs, F-5/1,  
Islamabad.

## 2. Instructions to Bidders

### 2.1. General Instructions

- 2.1.1. The procurement will be made according to Rule 36(b) of PP Rules, 2004 “Single stage – two envelop procedure”.
- 2.1.2. The Estimates are based on Military Engineering Services (MES) Schedule rates 2021. Perspective bidders are allowed to quote %age above or below of schedule items keeping in view the all taxes, overheads, carriage etc. Bidders cannot quote premium over Non Schedule items.
- 2.1.3. **Salient features of single stage – two envelop procedure are enumerated below:-**
  - 2.1.3.1. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
  - 2.1.3.2. The envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion;
  - 2.1.3.3. Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened;
  - 2.1.3.4. The envelope marked as **“FINANCIAL, PROPOSAL”** shall be retained in the custody of PTA without being opened;
  - 2.1.3.5. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the mandatory requirements and technical specifications of the required product.
  - 2.1.3.6. During the technical evaluation no amendments in the documents shall be permitted;
  - 2.1.3.7. Financial bids of those bidders will be opened and evaluated who shall meet the mandatory requirements at Sr. 2.4.1 of this document and technical specs of required equipment in technical evaluation (**Annex-A-4**).
  - 2.1.3.8. The financial proposals as per **Annex-A- 8** of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;

- 2.1.3.9. The financial proposal of bidders not qualified shall be returned unopened to the respective bidders; and
- 2.1.3.10. The bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the Bidders which have qualified in the technical evaluation will become at par and the Bidder who has quoted the lowest bid will become the most advantageous bidder (as per **Annex- A8**) and shall be awarded contract. In case two or more bidders/firms have quoted the same price then bidder having higher level of registration with Pakistan engineering council shall be awarded the work/supply order.
- 2.1.4. Bidders will be required to submit bid security amounting to Rs. 150,000/- in the shape of pay order or draft in favour of PTA along with **Technical Proposal**. Any bid without bid security shall be rejected forthwith. Bid security of successful bidder shall be converted into Performance Guarantee. Performance Guarantee is limited to 6 % of the final contract/ completion cost value. Balance amount of P.G. will be deducted at time of final payment. This Performance guarantee will be released on expiration of the contract subject to NOC by Director (Civil Works) PTA.
- 2.1.5. Bid security of un-successful bidder will be returned on issuing of Supply Order to the successful bidder by PTA but not later than 30 days from the date of opening of financial bids.
- 2.1.6. An **affidavit** on Rs. 100 **non-judicial stamp paper**, that the Bidder has never been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company, will be attached with **Technical Proposal**.
- 2.1.7. Taxes will be deducted as per prevailing GoP rules.
- 2.1.8. Bids validity period shall be ninety (90) days from the date of opening of technical bids.
- 2.1.9. Bidder should be registered with income tax & sales tax department as well as on ATL of FBR. Bidder shall also provide copy of NTN and GST certificate.

- 2.1.10. The successful bidder will be required to enter into a formal contract/ Agreement on stamp paper having value of applicable stamp duty each for provision of generator as well as for the repair & maintenance services agreement duly attested by notary public, to be executed with mutual consent of both parties. (**Annex A-5 & 6**).
- 2.1.11. The Successful Bidder/contractor will commence work as per agreement between both parties.
- 2.1.12. **Each page** of the documents should have **sign and stamp** of the bidder.
- 2.1.13. In case of any dispute or conflict between Contractor and PTA, the case will be referred to Purchase Committee- 1 (PC-1). However, the contractor will have the right to appeal to Chairman PTA/PTA Authority.
- 2.1.14. Incomplete bids will be rejected forthwith.
- 2.1.15. If there is confusion in total of line item then amounts will be checked by multiplying unit rates with quantity and total of line item will be corrected and subsequently total cost will be corrected accordingly.
- 2.1.16. If there is dispute and confusion between numeric figure and amount in words. The amount in numeric figure will prevail after checking of arithmetic calculations. If there is any arithmetic error, the same will be calculated and final bid price will be adjusted accordingly.
- 2.1.17. PTA reserves the right to accept or reject the bids as per PPRA rules.
- 2.1.18. Interested Bidders may forward their proposals as per above instructions, on the required formats attached as (**Annex A-1 to Annex A-8**) along with required documents.
- 2.1.19. Joint Venture (JV) is not allowed.

## **2.2. Scope of Services**

- 2.2.1. Supply, Installation, Commissioning and testing of **250 KVA (Prime)** generator in PTA HQs, F-5/1, Islamabad as per technical specs and BoQ.
- 2.2.2. Warranty period of the equipment shall be of 3 years for unlimited hours of usage.

2.2.3. Repair/Maintenance contract/SLA for the generator for 3 years during the warranty period. Scope of repair/maintenance work is enclosed as **Annex A- 7**

2.2.4. The financial bid is to be submitted as per BoQ attached as **Annex A-8** including all applicable Government taxes.

### **2.3. Submission of Applications**

2.3.1. Bidding documents must be delivered by hand or through registered mail to:-

**Director (Civil Works)**

Pakistan Telecommunication Authority,

PTA HQs, F-5/1, Islamabad.

Not later than **24<sup>th</sup> April, 2022, by 1130 hours.**

2.3.2. The name & mailing address of the bidder shall be clearly marked on the back of envelope.

2.3.3. All information to be provided in English Language.

2.3.4. The bidders must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information may result in disqualification of the bidder.

2.3.5. Bidder must submit **compliance report** on company letterhead of the product offered along with the technical proposal.

2.1.5. Clarification if required may be asked by post/other communication means e.g. email, fax etc. before closing date.

### **2.4. Technical Evaluation Criteria**

#### **2.4.1. Mandatory Requirements**

The bidder shall provide the following information in technical bid in booklet form duly flagged or separated by separators:

2.4.1.1. Minimum 5 years of relevant experience to be reckoned from the **copy of supply order, agreement, completion certificate** etc.

2.4.1.2. List of at least 10 similar assignments (i.e. 200 KVA or above) under taken with supply detail & delivery/ completion certificates.

2.4.1.3. NTN and Sales Tax registration certificate.

2.4.1.4. Bidder must be on Active Tax Payer List of FBR

- 2.4.1.5. Certificate of incorporation with SECP/Registrar of firms
- 2.4.1.6. Valid PEC registration for the relevant work
- 2.4.1.7. Annual audited financial statements of last three years of the supplier should be attached with clearly showing that current assets are more than current liabilities and sufficient cash flow available to make this supply.
- 2.4.1.8. Authorized / Distribution letter from the manufacturer for the year 2021 or 2022.
- 2.4.1.9. The Diesel Generator set should be **from one manufacturer** which also **includes coupling**. Local coupling of equipment i.e. engine and alternator along with installation of local controller is not allowed.
- 2.4.1.10. The bidder must provide the 3S services i.e. sales, service and spare parts and proof to this may also be attached with from the manufacturer.
- 2.4.1.11. Comprehensive single source warranty of three years for unlimited hours. No cap on number of hours shall be given.
- 2.4.1.12. Undertaking on **non-judicial stamp Paper of Rs.100/-** that company has never been blacklisted by any public and private sector organization.
- 2.4.1.13. Required **bid security of Rs. 150,000/-** is attached with **Technical Proposal**.
- 2.4.1.14. Compliance report of the technical specifications as mentioned in BOQ and Annex A-4.

**Note : Provision of documentary evidence for mandatory requirements is mandatory.**

#### 2.4.2. Technical Requirements

The quoted generator must meet the technical specification of the product mentioned at the **Annex- A-4** to qualify for technical evaluation. Bidders will submit a **compliance report** on company letter head for the technical

specifications of the quoted product. In addition, complete brochure of the quoted brand is to be provided.

## **2.5. Litigation History**

The bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution over the last five year. A history of award against the Bidder or any partner of a Joint Venture may result in rejection of the application. In case of no litigation history, an **affidavit on Rs. 100/- non-judicial stamp paper** should be submitted. Detail if any is to be provided as per **Annex A-3**.

## **2.6. Updating technical Information**

Bidder shall be required to update all information like skilled staff, equipment, workshop etc. used for technical evaluation at the time of opening the financial bids if there is any change in the submitted documents. A bid shall be rejected if the Bidder's qualification thresholds are no longer met at the time of bidding or at the time of work/supply order.

## **2.7. Other Information**

2.7.1. If a Bidder submits more than one bid, individually or as JV, all bids including that of the bidder will be rejected. JVs are not allowed.

2.7.2. The PTA reserves the right to:-

2.7.2.1. Reject or accept any bid as per PP Rules 2004.

2.7.2.2. Cancel the bidding process and reject all applications as per PP Rules, 2004.

2.7.3. If at any stage any information submitted by bidder concerning his qualification is determined false or materially inaccurate or incomplete, the application may be rejected.

## **2.8. Payment Details**

2.8.1. Full and Final Payment will be made in Pakistani rupees after successful completion of supply, installation, testing (prior test on load before commissioning and after commissioning by applying building load) and related civil & electric work by deducting all applicable taxes at source.

- 2.8.2. No payment in advance i.e. mobilization advance, secure advance or part payment shall be made for this work.
- 2.8.3. Bidder will submit GST invoice for the payment after completion of work and issuance of completion certificate from Director (CW), PTA HQs.
- 2.8.4. After physical inspection of work by Purchase Committee –I payment will be made after approval of the competent authority.

## **2.9. Bid Validity**

- 2.9.1. Bid must be valid for 90 days from the last date of submission of technical bid to PTA.
- 2.9.2. Any extension in bid validity shall be as per PP rules, 2004.

## **2.10. Comprehensive Warranty**

- 2.10.1. Successful bidder will provide the comprehensive warranty of the generator and its parts for the **three years** and for unlimited hours. This warranty period shall start after issuance of completion certificate from PTA and after successful installation, testing. This warranty will include free of cost labour charges/services for troubleshooting, any mechanical or electrical works , replacement of spare parts of the generator **which may be required due to some developed fault** in the generator during the warranty period of three years. If company fails to rectify the fault within warranty period within 2 days it will provide the backup generator of the same capacity to PTA without any extra cost till the generator is fixed again.
- 2.10.2. Filters parts and lubes which require changing periodically shall be responsibility of PTA and payment to this effect shall be made by the PTA.

**2.11. Draft Agreements**

2.11.1. Draft Agreement for the supply and installation of generator is enclosed as **Annex A-5**

2.11.2. Whereas draft agreement for after sale “repair & maintenance/SLA” of generator during the warranty period of 3 years with unlimited number of hours shall be executed between the PTA and successful bidder. The price for this service agreement shall be submitted with the financial bid as well. A form of agreement is attached as **Annex- A-6.**

**2.12. Special Stipulations**

<b><u>Supply &amp; Fixation/Installation of 250 KVA Generator (Prime) for PTA HQs, Islamabad</u></b>		
	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the Agreement :	
1	Bids will be evaluated on the lump sum basis as a whole price of the work, whereas, the pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemised basis.	
2	No claim on price Escalation during the currency of Agreement will be entertained	
3	Arbitration	In case of any dispute or conflict between Contractor/Supplier and PTA, the case will be referred to PC-1, PTA. However, the contractor will have the right to appeal to Chairman PTA/PTA Authority.
4	In case of increase in quantities more than 15%, the prior approval of competent authority of PTA 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 as per PP Rules 2004.	
6	Amount of Bid security	Rs. 150,000/- should be enclosed with <b>technical bid</b> .
7	Form of Bid security	Either a pay order or bank draft from schedule bank in favour of PTA.
8	Bid security	Bid security of un-successful bidder will be returned on issuing of supply Order to successful bidder.
9	Performance Guarantee	Performance Guarantee is limited to 6 % of the final contract/ completion cost value. Bid security of successful bidder will be converted/retained as part of Performance Guarantee (P.G.). Balance amount of P.G. will be deducted at time of payment.
10	Release of Performance guarantee	Performance guarantee will be released after 36 month(s) or after expiry of warranty period whichever is later.
11	Time of completion of Supply & Installation	Within 45 working days from the issuance of work/supply order.

12	Imposition of Penalty for non-completion of the work/job/supply within stipulated time.	<p><b>After Supply and During Execution</b>                      Penalty @ 1 % of the contract price will be charged per week of delay maximum up to 10 % of the contract/final bill, if the supply &amp; installation hasn't been executed by the Contractor within the timeline as per Sr. 11 above. Time of completion given at Sr. 11 can be extended by PTA on valid justifications furnished by the contractor. If work is not completed in the given time frame (approved by PTA), then PTA may cancel the contract and initiate black listing procedure.                      The amount of penalty shall be deducted from the final payment.</p> <p><b>Before Supply</b>                      If successful bidder fails to start work within 2 weeks after receipt of supply order from PTA, its supply order can be cancelled and bid security submitted in this regard will be forfeited. PTA reserves the right for initiating black listing procedure as per PP Rules, 2004. This 2-week period can be extended by PTA if contractor provide valid justification for the purpose.</p>
13	Insurance against injury to workmen	Safety of its employees from injury will be responsibility of the Contractor.
14	In complete bids will be rejected forthwith.	
15	You will work under the technical guidance of Director(Civil Works), PTA.	
16	All material/equipment will be checked and approved by the Director (Civil Works) before commissioning of work.	
17	Bid amount in BOQ should be inclusive of all applicable taxes or any other tax imposed by GOP etc.	
18	Warranty	Contractor will provide warranty of 36 months of the equipment and for unlimited of hours during this period. This period will start from successful completion of installation of generator.
19	Agreements for supply as well as after sales service will be executed between the client and contractor on non-judicial stamp paper having value of applicable stamp duty each duly notarized	
20	Complaint regarding generator will be attended in 1 hour time. If the company failed to do so, PTA will be at liberty to call someone from open market to repair the generator at the cost of the successful bidder/Contractor and warranty of the generator will not be void.	
21	<b>Force Majeure:</b> As per contract clause	

	<u>Bidder's Sign and Seal</u>	<u>Employer's sign and seal</u>
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### List of Annexures

<b>Sr. No</b>	<b>Subject of Annexure</b>	<b>Annex No.</b>
i	Letter for Application	Annex A-1
ii	Details of Supplies made in last 10 years	Annex A-2
iii	Detail Of Litigation History	Annex A-3
iv	Technical Specifications & Requirements	Annex A-4
v	Draft Agreement for Provision, Supply, Fixing/ Installation/ Commissioning, Testing & Of Generator	Annex A-5
vi	Draft Agreement for after sales and Service	Annex A- 6
vii	Scope of Activities for Monthly Repair/ maintenance	Annex-A-7
Viii	Financial Bid Performa	Annex- A-8
ix	Check list	Annex- A-9

**Annex-A-1**

**Letter for Application**

[Letter head paper of the bidder, or partner,  
Including full details  
of postal address, telephone no., email etc ]

To:- **Director (Civil Works),**  
**PTA HQs , F-5/1, Islamabad.**

Sir,

1. Being duly authorized to represent and act on behalf of .....  
(hereinafter "the Bidder"), and having reviewed and fully understood all the  
information provided, the undersigned hereby apply for Supply and installation of  
250 KVA (prime) generator for PTA HQs, F-5/1, Islamabad.
  
2. PTA and its authorized representatives are hereby authorized to conduct any  
inquiries or investigations to verify the statements, documents and information  
submitted in connection with this application, and to seek clarification from previous  
clients.
  
3. PTA and its authorized representatives may contact the following persons for further  
information, if required.
  - a. Mr..... Tele No.....
  
  - b. Mr..... Tele No.....

This application is made with full understanding that:-

- a) Application will be subject to verification of all information submitted.
- b) PTA reserves the right to accept or reject any application, cancel the bidding process, and reject applications as per PPRA Rules.
- c) PTA shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for actions at mentioned above.
- d) PTA shall not be liable to the consequence of, and shall be under no obligation to inform the bidder of the grounds for, actions taken as mentioned above.
- e) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail

<u>Signed</u>	<u>Signed</u>
<u>Name</u>	<u>Name</u>
<u>For and on behalf of</u> <u>(name of bidder or lead partner of a Bidder)</u>	<u>For and on behalf of</u> <u>(name of bidder or lead partner of a Bidder)</u>

**Annex-A-2**

**Details of Supplies made in last 5 years**

**Name of Bidder**

Use a separate sheet for each supply:-

1	Capacity of Generator along with other items made
2	Name of Employer/Client
3	Employer/Client Address along with phone no.s:
4	Value of the Complete work (Package)
5	Date of Award (Attach Work Order)
6	Date of Supply Made
7	Any other detail relevant to product.

**Note : Please provide completion certificates from Clients. Use separate sheet for each supply**

**Annex-A-3**

**Litigation History**

<b>Name of Bidder</b>
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Bidders, should provide information on any history of litigation or arbitration resulting from supply made in the last 5 years or currently under execution.

Year	Award FOR or AGAINST Bidder	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR



Muffler type	Residential Grade – Imported
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**1.7. Alternator Specifications**

Rated Output (Prime)	200KW/250 KVA (min)
Alternator Make & Model	CAT/ Cummins or equivalent
No of Poles	4
Insulation Class	H
Temp Rise Class	H
Ingress Protection Rating	IP 23
Exciting System	Self-Excited
AVR	Built in the control System of Generator
Voltage	380-440 V
Power Factor	0.8
Frequency	50Hz
Phase	3 Phase
Battery with Battery cables Plus charger	As per OEM recommendation and from OEM make

**1.8. Controller Specifications**

Controller Make & Model	CAT/Cummins or equivalent (imported)
Display	LCD
Ingress Protection Rating	IP 55
Measurements	Vac, A, Hz, KVA, KW, Vdc
Event log	Alarms log, Hrs Log, Error Code
Communication	USB
Emergency Push Stop button	Yes
Multifunctional digital control system	Yes
User interface panel	Yes
AMF	Built in control panel from OEM

**1.9. Enclosure Specifications**

Enclosure Type	Acoustic & Weather Proof of local make Seagul Engineering/ AK engineering.
Anticorrosive Protection s	Epoxy paint
Polyester Powder Coated Galvanized Sheet	Yes
Ingress Protection Rating	IP 23
The noise level should not be more than 75 dBa at distance of 1 m from the generator	

**1.10. Fuel Tank & Mounting Specifications**

Formed steel base with integral fuel tank
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Linear vibration Isolator between base and engine – generator
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**1.11. Alternator and Engine Coupling Specifications**

Coupling of Engine and Alternator should be from OEM
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**1.12. Safety Devices/Alarm Requirements**

All automatic protection arrangements against overheating, inadequacy of lubrication, high coolant, temperature, over speed etc. plus safety to personnel and equipment should be provided. The audible alarm shall operate on any fault condition and shall be resettable manually and automatically through a timer after 15 minutes whichever is earlier:

Following safety devices shall be provided.

A = Alarm      SD = Shutdown      TD = Adjustable Time Delay

After shut down, the set shall lockout and it shall not be possible to start it unless manually reset after the cause of fault has been removed

Engine Over speed	A, SD (TD=0-2 min.)
Low lube oil pressure	A, SD
High water temperature	A, SD
Over voltage	A, SD (TD=0-30 Sec)
Under voltage	A
Short circuit and tripping of circuit breaker	A, SD (TD=0-1 min.)
Low level in fuel day tank	A, SD (TD=0-5 min.)
High level in fuel day tank	A -
Charger failure	A -
Winding temperature high	A, SD
Over crank	A, SD
Charging alternator failure	A -
Low coolant level	Alarm or shutdown

**1.13. ATS with MoR Panel**

ATS Panel with MoR	DB Best Quality (Local) Breakers and magnetic Contactor should be of Original Schneider (France) only. Proof of originality certificate
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**1.14. Electric Cables**

- All power & control cables shall be of copper of make Pakistan Cables to be used for Generator Installation and connectivity from ATS to main DB of building.

**1.15. Others**

- Operating Manual
- Standard tool set

**Note:**

- i. Specifications of the quoted new and latest generator Caterpillar, Cummins, FG Wilson or Eq from OEM must comply with above mention technical specifications.
- ii. Please attach printed brochures of the quoted model, ATS panel, AMF Panel, control panel, sound/weather proof canopy along with the technical submittal.
- iii. Bidder will submit the compliance certificate of technical specifications
- iv. PTA can verify the submitted documents and ask Contractor to arrange visits for the pre-inspection of the item at contractor site before delivery at the cost of Contractor.

Annex-A-5

**Draft AGREEMENT**  
**FOR**  
**SUPPLY, FIXING/INSTALLATION/COMMISSIONING & OF GENERATOR**

This Supply & Service Agreement (the "Agreement") is made at Islamabad on this -----day of \_\_\_\_\_ 2022;

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 (hereinafter referred to as "the **Client** " which expression shall where the context admits include its administrators and assignee(s)) of the One Part

**AND**

\_\_\_\_\_ (name of the company/firm) through Mr. \_\_\_\_\_ bearing CNIC \_\_\_\_\_ having its registered office/place of business at \_\_\_\_\_ (hereinafter referred to as the "**Supplier**" which expression shall mean and include its executors, administrators, permitted assignee(s) or successor in interest, ) 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,**

The Client is desirous to purchase the **250 KVA** (Prime Rating) Diesel Generator (make of Caterpillar, Cummins, FG Wilson or Eq from OEM) (hereinafter called the "Equipment") for its HQs Building at F-5/1, Islamabad from the Supplier along with services of fixing, **installation, commissioning, testing and repair & maintenance** during the warranty period of 3 years. in accordance with the terms of this Agreement.

The Supplier being engaged in the business of supplying electrical, electronic equipment, and is the authorized distributor with rights to sell and service the equipment in Pakistan and has agreed to supply the equipment along with services of **fixing, installation, commissioning, testing and repair & maintenance** services during the warranty period of 3 years, hereinafter referred to as the 'Services') at Client HQs Building on the terms and subject to the conditions as set forth hereunder.

The Supplier specifically warrants to the Client that it possesses the relevant requisite professional expertise, hold valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and human resources, skills, knowledge, infrastructure, equipment, tools and such other things so as to provide top quality of requisite supply and services of equipment to the Client in accordance with highest industry standards and satisfaction of the Client.

**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 Supplier hereby agree as follows:

**1. Scope of Agreement**

Subject to terms and conditions of this Agreement the Supplier agrees to Supply equipment and Services\_as per requirements/details prescribed under **Annexure A-8 of Bidding Documents**.

**2. Agreement Documents**

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

- a) Invitation to bid
- b) Bidding documents including Instruction to Bidders, Special stipulation and attached List of Annexures i.e. Annex A-1, Annex A-2, Annex A-3, Annex A-4, Annex A-6, Annex A-7, Annex A-8, Annex A-9.
- c) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the Supplier at the signing of the Agreement.
- d) Performance Guarantee
- e) After Sale Agreement
- f) Clients Supply order and any Correspondence by the Clients/Supplier mutually accepted by the Client and the Supplier.

**1. SUPPLY OF GENERATOR :**

The Supplier undertakes to supply the Equipment in accordance with the terms and conditions of this Agreement including 'special stipulations' of the Purchaser which form and construe as an integral part of this agreement. The details of Equipment is attached as **Annexure A-8 as bid price Performa of bidding documents**.

a)

**3. SPECIFICATIONS:**

- a) The specifications of Equipment to be supplied shall strictly be in accordance with the original specifications as set out in **Annexure - A-8 and A-4 of Bidding document**.
- b) The Supplier may, at any time, with the prior written approval of the Client make such changes in the design of the system and/or the Equipment order as may in the Supplier's opinion be necessary or desirable for reasons such as

improvement of performance, availability of materials, provided such modifications do not increase the agreed cost of equipment and do not adversely affect its performance, life or suitability of Equipment for installation in Pakistan or enhance the cost of Equipment maintenance. In case the modification leads to a reduction in the cost of Equipment necessary reduction will be made in the payment to be made to the Supplier. The Client reserves the right to verify the specifications, warranties and actual price and cost of equipment independently.

- c) No component of the Equipment that the Supplier has undertaken to supply under **Annexure A-8 of Bid document** shall be acceptable to the Client if such items of Equipment do not satisfy the specifications referred to in **Annex A- 4 of Bid document**.
- d) Every component of Equipment that the Supplier has undertaken to supply under **Annexure A-8** of Bid document hereinabove shall be complete/completed in accordance with said specifications referred to in sub paragraph (a) above. If any item is not mentioned in the BoQ and essentially required to run the equipment, the supplier shall supply that item in the same price as quoted in the **Annex A-8 of Bid document**.
- e) Every item/part of said Equipment shall be complete/completed with full complement of working accessories required for normal operation, inclusive of all plugs and sockets & leads etc., required for the equipment.
- f) The entire Equipment and other associated equipment designed and manufactured with latest and modern engineering practice to operate satisfactorily in the local conditions and delivered complete in all respects. In case of any omission (by the Client) in the specification of improper description, the Supplier shall rectify them and furnish any additional material required for the proper erection and operation of the Equipment without any extra charges..

#### **4. PACKING**

The Supplier will be responsible to ensure that the material is sufficiently and properly packed to ensure it is free from loss or damage or fault etc. on arrival at the destination of the Client, provided that, the liability will remain with Supplier until the Equipment received installed and properly operated and warranty completed.

#### **5. CONSIGNEE:**

The ultimate consignee of the Equipment under this Agreement will be **Director (Civil Works), PTA HQs, F-5/1, Islamabad**.

#### **6. TERM FOR DELIVERY, INSTALLATION /COMMISSIONING AND TESTING:**

- a. The delivery, installation/commissioning and testing of the Equipment in accordance with the specification as mentioned in Bidding Document shall be made within Forty five **(45) working days or earlier** at the address of the Client, unless further extended with mutual Agreement of both the parties or delay in delivery is caused by *Force Majeure* including any order, regulation or direction of the government or the failure or refusal of the said government to issue any required import license or permit, sabotage, lock out, fires, riots, war embargo and unavoidable accidents.
- b. The installation/commissioning/testing of the Equipment will be done by the **Supplier** in the presence of **Client's Representatives**.

## **7. PRICE AND PAYMENT**

7.1 The Supplier has agreed to supply the said Equipment as detailed in **Purchase Order/bidding documents** against a total price consideration of PKR..... F.O.R. (Free freight on road) basis for PTA HQs, F-5/1, Islamabad

In consideration of supply of Equipment, all amounts paid to the Supplier as set out in **Annexure- A-8 (Financial Bid)** of the Agreement shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc. All payments made by the Client to the Supplier shall be subject to such deductions and withholding as are required by prevailing laws and shall be to the account of the Supplier.

7.2 All such charges, if levied, on consignments of replacements of defective and short supplies items/item will be borne by the Supplier.

7.3 Full and Final payment shall be made on successful completion of the job and after issuance of Completion certificate from Dir (CWs) and PC-1, PTA

The payment will be released on production of the following documents:-

- i. Signed invoice showing the description of each item, quantity, unit cost/total cost.
- ii. Certificate to the effect that the stores/Equipment delivered, is exactly as ordered in this Agreement is complete in every respect and in case any deviation found, a free replacement shall promptly be made by the Supplier.
- iii. Warranty certificate against any defect in material & workmanship, from the manufacturer will be supplied which will be for a period of 3 years and for unlimited hours of operation from the date of completion of the work.

## **8. Performance Guarantee (PG):**

- a) Performance Guarantee is limited to 6% of the bid value. Bid security already deposited at the time of tender process will be retained as part of PG. Balance 4 % will be deducted at the time of payment.

b) PG will be released after 36 months after expiry of warranty period

**9. Warranty :**

The Supplier will provide a warranty certificate of the equipment for the period of three (3) years to ensure its proper performance, function and operations for unlimited hours. The Supplier will be issued a completion certificate after delivery, installation and fixation of Equipment at the Purchaser's identified location. Any part or parts of the Equipment found defective in material or workmanship, parts become faulty, engine breaks down and replacement of parts of generator and electrical side, during the said guarantee period shall be supplied to the Purchaser by the Supplier with a replacement free of cost within one week of the date of notification of defect. In that event the specified warranty period is required to be extended until the replacement part is supplied, for the said time an alternate generator in lieu will be provided at desired location at risk and cost Supplier till the replacement made/functioning of the Purchaser's Equipment by the Supplier to the satisfaction of the Purchaser.

**11. AFTER SALES & SERVICES FACILITIES:**

The supplier shall ensure **availability** of spare parts for satisfactory functioning and remaining operative of the Equipment for a period of ten (10) years.

**12. PENALTY**

12.1 After Supply and During Execution:

12.1.1 Penalty @ 1 % of the contract price will be charged per week of delay maximum up to 10 % of the contract/final bill, if the supply & installation hasn't been executed by the vendor within the timeline as per Sr. 11 above. Time of completion given at Sr. 11 can be extended by PTA on valid justifications furnished by the contractor. If work is not completed in the given time frame (approved by PTA), then PTA may cancel the contract and initiate black listing procedure.

12.1.2 The amount of penalty shall be deducted from the final payment.

12.2 Before Supply

If successful bidder fails to start work within 2 weeks after receipt of work order from PTA, its work order can be cancelled and bid security submitted in this regard will be forfeited. PTA reserves the right for initiating black listing procedure as per PPRA Rules. This 2-week period can be extended by PTA if contractor provide valid justification for the purpose

**13. IMPORT LICENSE:**

The Supplier shall obtain all licenses or import permits required in Pakistan for importing all ancillary equipment and the Equipment itself in connection with this Agreement. The Purchaser will provide all supporting documents for obtaining NOCs, if necessarily required and remain possible for the Purchaser.

**14. DISPUTE RESOLUTION, ARBITRATION & GOVERNING LAW:**

In case of any dispute, claim or conflict etc. between Supplier and Purchaser under this Agreement, the case will first be referred to Purchase Committee-I (PC-I) of the Purchaser (as per bidding documents) and thereafter, to PTA Authority for Decision. The decision of PTA Authority shall be final and binding on the parties.

In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

**15. TECHNICAL DOCUMENTS:**

The Supplier shall supply free of charge technical documentation including all maintenance and service manual, operation manual, list of spare parts and technical drawing for suitable installation, operation and maintenance of ordered Equipment, one set of technical documentation with each equipment.

**16. DOCUMENTS :**

Bidding Documents, Annexures, clarifications, Bid Notice, tender advertisement, Special Stipulations, Addendum (if any), Corrigendum (if any) are the integral part of the Agreement and will be deemed and construed as this Agreement.

**17. FORCE MAJEURE**

17.1 Neither Party shall be held responsible for failure to perform all or any of its obligations hereunder resulting from a Force Majeure Event. Should either Party be prevented from performing any of its obligations under this Agreement due to a Force Majeure Event, the time limit for fulfilling such obligations under this Agreement shall be extended for a reasonable period equivalent to the duration of the Force Majeure Event.

17.2 For the purpose of this Agreement a Force Majeure Event shall mean any event or a combination of events or circumstances that are beyond the control of the Parties' ; and that could not be expected or foreseen at the time of the conclusion of the Agreement and the Parties could not reasonably have avoided or overcome it or its effects, which may include but not limited to Act of God, act of public enemy, acts of terrorism, acts of governmental bodies or agencies foreign or domestic, political events that occur inside or directly involve Pakistan including any act of war (whether declared or

undeclared), invasion, armed conflict, blockade, revolution, insurrection, civil commotion, act of terrorism and any strikes or go-slows, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions.

17.3 A Party claiming Force Majeure shall, as soon as reasonably possible but no later than within seven (07) days after the Force Majeure and its effects upon his ability to perform became known to it, give written notice to the other Party of such Force Majeure and its effects on its ability to perform its obligations.

**18. MISCELLANEOUS PROVISION:**

- a) Any notice or request required or permitted to be given under or in connection with this agreement or the subject matter hereof shall be deemed to have been sufficiently given when, if given to the Purchaser, it shall be addressed to the Pakistan Telecommunication Authority, Islamabad. If given to the Supplier it shall be addressed \_\_\_\_\_ to \_\_\_\_\_ **M/s**

\_\_\_\_\_  
\_\_\_\_\_, if mailed the date of receipt shall be deemed to be date on which such notice or request has been given.

- b) Either party may give written notice of a change of address or after notice of such change has been received any notice request shall thereafter be given to such party as above provided at such changed address.
- c) This Agreement along with all annexures sets for the entire understanding and agreement of the parties hereto with respect to the subject matter hereof. All prior discussions and correspondence between the parties with respect to the subject matter hereof including but not limited to the correspondence and documents referred to in the Agreement shall be deemed superseded hereby and there are no understanding, agreement conditions, representations or warranties, express or implied, statutory or otherwise, in any way limiting extending de-fixing or relating to the provisions of this agreement other than as set forth herein or in any amendment to be duly signed by both the parties.
- d) The Supplier shall give, free of cost 2 sets of original instruction manuals for installation and relevant drawing and instruction manuals for operation and maintenance containing detailed spare parts list for each equipment(s). One set shall be supplied in advance of delivery of Equipment and the remaining set with the consignment. These manuals etc. shall be in English language. One set of drawings will be supplied by the Supplier. These will be in addition to manual + drawing + spare parts list as mentioned in clause 16 above.

- e) No modification, amendment, change, revision, or discharges of the terms and conditions of this Agreement, whether in whole or in part, shall have any force or effect unless set forth in writing and signed by the duly authorized representatives of both Parties hereto.
- f) Any failure and/or delay by a Party to exercise or enforce any rights conferred under the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- g) If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected and in full force.

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement on this \_\_\_day of \_\_\_\_\_ 2014.

**For & on behalf of Supplier:**

Signature: \_\_\_\_\_

Mr. \_\_\_\_\_

M/s \_\_\_\_\_

CNIC No. \_\_\_\_\_

**For & on behalf of Purchaser:**

Signature: \_\_\_\_\_

Mr. \_\_\_\_\_

Pakistan Telecommunication Authority

CNIC No. \_\_\_\_\_

**Witnesses:**

Witness # 1 \_\_\_\_\_

CNIC No. \_\_\_\_\_

Address \_\_\_\_\_

Witness # 2 \_\_\_\_\_

CNIC No. \_\_\_\_\_

Address \_\_\_\_\_

Annex A-6

**DRAFT AGREEMENT FOR AFTER-SALES AND SERVICE LEVEL**  
**AGREEMENT(SLA) During Warranty period of 3 Years**

This Service Level Agreement (the "Agreement") is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BY AND BETWEEN**

Pakistan Telecommunication Authority, a statutory regulatory authority established under Pakistan Telecommunication (Re-Organization) Act, 1996, having its Head Quarter at F-5/1, Islamabad (hereinafter called as the "PTA" which expression shall where the context admits, include successors-in-interest and assigns) of the One Part:

**AND**

(insert name of Contractor/Company/Firm) a Company/Firm incorporated/registered under the laws of ..... having its registered office at-----through its authorized representative Mr..... (herein after called as "**Contractor**") which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) 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 Contractor has supplied and PTA has procured Generator of **250 KVA (Prime)** Diesel generator through tender and installed at **PTA HQs, F-5/1, Islamabad** against total consideration of PKR \_\_\_\_\_ inclusive of all applicable taxes and charges.
2. The Contractor is under obligation to supply ancillary services, including but not limited to repair, maintenance and correction of minor or major faults of the generators ("Services") during the warranty period which will be 36 months and

unlimited number of hours after the installation and issuance of completion certificate from PTA. The Contractor is also obligated and has agreed to provide the aforementioned serviced for period of three years after expiry of the warranty period under this Agreement.

**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, PTA and the Contractor hereby agree as follows:

**1. TERM OF THE AGREEMENT**

The Initial Term of the agreement shall be three (03) years commencing from \_\_\_\_\_, 2022 and ending on \_\_\_\_\_, 2025 both days inclusive, until terminated earlier, in pursuance of the terms and conditions of the Agreement.

**2. SERVICES & MAINTENANCE CHARGES/FEE**

2.1 PTA shall pay Service and Maintenance charges for Generator Set **during warranty period** of three years as per following details.

- i. Rs. \_\_\_\_\_/month for the 1<sup>st</sup> Year
- ii. Rs. \_\_\_\_\_/ month for the 2<sup>nd</sup> year
- iii. Rs. \_\_\_\_\_/ Month for the 3<sup>rd</sup> Year

2.2 Fee will be paid on monthly basis after completion of month. The fee would be only for services and maintenance agreement during the warranty period of 3 years.

2.3 The above quoted prices will be for routine/periodical maintenance as well as for the emergency/round the clock support services for the generator.

2.4 No additional extra cost will be paid for emergency or after office hours visits.

2.5 The emergency services/visits are not fixed and may vary as per the breakdown of generator.

**3. NATURE OF SERVICES & MAINTENANCE**

- 3.1 The nature of services & maintenance to be provided by the Contractor to PTA the owner of Gen as per **Annex- A-7**.
- 3.2 Besides monthly service of the Generator, the Contractor will make sure that the Generator is in good working condition during the term of the Agreement.
- 3.3 The Contractor upon receiving intimation through fax/letter/email or telephone call from PTA, will immediately send a trained Service Technician/Team to attend the generator .
- 3.4 the Contractor upon receiving intimation through fax/letter/email or telephone call from PTA, will immediately a trained Service Technician/Team to attend any breakdown of Generator on emergency basis within 1 hour and try to resolve the problem at earliest.
- 3.5 the Contractor will provide regular maintenance / services only during the regular business hours, i.e. Monday to Saturday (Excluding holidays from 9.00 am to 6.00 p.m. at the premises.) However, emergency services e.g. break down in power failure will be provided immediately. The Contractor authorized representatives, as given below, can be contacted during normal working hours as well as in case of any emergency:

**Mr.** \_\_\_\_\_  
Designation \_\_\_\_\_  
Telephone & Mobile No. \_\_\_\_\_

**Mr.** \_\_\_\_\_  
Designation \_\_\_\_\_  
Telephone & Mobile No. \_\_\_\_\_

- 3.6 The Generator installed at the premises will be inspected by the Contractor maintenance personnel at least twice in a month. The date and time of such inspection will be fixed mutually.

**4. FAILURE ON PART OF THE CONTRACTOR**

If during warranty period the Contractor fails to attend the emergency call or to rectify the fault, PTA will get the generator repaired through open market and double costs

to this effect will be recovered from the Contractor and warranty to generator shall be maintained by the Contractor. in no case such repair shall be considered as breach of warranty.

#### **5. MAINTENANCE OF RECORD**

The Contractor will register and maintain the record of all visits, repairs, replacements, services of the Generator etc. on the Log Book to be made available by the PTA at the location. The service personnel of the Contractor shall be allowed to inspect the Log Books and/or any other record pertaining to the Generator, maintained at Gen Set premises.

#### **6. INCIDENTAL EXPENSES**

The Contractor shall have no right to recover from PTA any incidental expenses or other expenses incurred during the course of performance of this Agreement.

#### **7. TERMINATION**

This Agreement may be terminated by PTA serving a written notice of one month at any time hereafter on the happening of anyone or more of the following events:-

- a. In the event, PTA's in the opinion that the Contractor becomes incapable of carrying out this Agreement and performance of duties/obligations under this Agreement there under.
- b. In the event, the Contractor being a company going into liquidation either voluntarily or compulsorily or in the event of the financial position of the Contractor at any time during the lifetime of this agreement being considered by PTA to be unsound.
- c. In the event of any legal execution being levied upon the Contractor
- d. In the event of a fraud in connection with this Agreement or upon the Contractor failing to carry out the terms of this Agreement or any stipulation contained in it or to observe the terms of any directive, order or requirement made by PTA or its authorized representative under the terms of this Agreement within a period of seven days.

- e. In the event of damage/loss caused to Generator due to negligence or act of the Contractor's representatives. All costs /loss, damages if any due to negligence of the Contractor shall be borne by the Contractor.
- f. This Agreement may be terminated at any time either by PTA or the Contractor giving to the thirty days' notice in writing.
- g. Notwithstanding anything herein contained, PTA shall be exclusively entitled to terminate this Agreement, without advance notice, in case the Contractor is in breach of any of the terms of this Agreement and PTA requires immediate replacement, and 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.

#### **8. Retention Money**

Retention Money which was held while supplying the equipment is limited to 6 % of the bid value/ completion cost of the supply & installation of the equipment. The same will be released after expiry of warranty period of three years period subject to NOC from Director (Civil Works), PTA.

#### **9. FORCE MAJEURE**

9.1 Neither Party shall be held responsible for failure to perform all or any of its obligations hereunder resulting from a Force Majeure Event. Should either Party be prevented from performing any of its obligations under this Agreement due to a Force Majeure Event, the time limit for fulfilling such obligations under this Agreement shall be extended for a reasonable period equivalent to the duration of the Force Majeure Event.

For the purpose of this Agreement a Force Majeure Event shall mean any event or a combination of events or circumstances that are beyond the control of the Parties' ; and that could not be expected or foreseen at the time of the conclusion of the Agreement and the Parties could not reasonably have avoided or overcome it or its effects, which may include but not limited Act of God, act of public enemy, acts of terrorism, acts of governmental bodies or agencies foreign or domestic, political events that occur inside or directly involve Pakistan including any act of war (whether declared or undeclared), invasion, armed conflict, blockade, revolution, insurrection, civil commotion, act of terrorism and any strikes or go-slows, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics or quarantine restrictions.

A Party claiming Force Majeure shall, as soon as reasonably possible but no later than within seven (7) days after the Force Majeure and its effects upon his ability to perform became known to it, give written notice to the other Party of such Force Majeure and its effects on its ability to perform its obligations.

## **10 AMENDMENT**

No alteration, waiver, or amendment in any of the terms of this contract will be effective unless made in writing and duly executed by an authorized officers or representatives of both the parties.

## **11. NOTICES**

All notices and other communications between parties under this Agreement shall be given in writing by registered mail, acknowledgment due and shall at the following addresses:-

Director (Civil Works)  
PTA HQs F-5/1, Islamabad  
Telephone : 051-9225352  
Fax : 051-2878149

M/s \_\_\_\_\_  
Address:  
TEL No. : \_\_\_\_\_  
FAX No. : + \_\_\_\_\_

## **12. Dispute Resolutions**

12.1 All disputes between the parties with respect to the existence, scope, intent, extent, interpretation of the agreement will first be resolved amicably by the parties through negotiations of their respective senior management personnel.

12.2 All such disputes as or not amicably resolved within 30 days of failure of amicable discussion as judged by either party, may be referred to PTA Authority and whose decision shall be final and binding on both parties.

12.3 In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreement and understanding, if any, of the parties pertaining to the service of the Generator, under this Agreement.

**14. STAFF OF CONTRACTOR**

- a. 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 PTA' locations.
- b. The Contractor shall be bound to have its staff/employees insured against accidents resulting in injury or death in accordance with the Workmen's Compensation Act, 1923 or any other applicable law. The Contractor, undertakes to fully indemnify and hold harmless the PTA 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 Services hereunder
- c. The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by PTA on its premises. Any losses/damages suffered by PTA 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 term termination of the Agreement by the Company at its sole discretion.

**15. RELATIONSHIP OF PARTIES**

This Agreement shall not be interpreted or construed to create an employer-employee relationship, an appointment to the service of PTA 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 contractor 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, PTA except when so expressly authorized by company.

**16. ASSIGNMENT**

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

The contractor shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by PTA from time to time, in verbal form and/or in written form.

**17. Annexure**

All Annexures forms an integral part of this agreement and has to be read and construed as such this Agreement.

**18. No Waiver**

Any failure and/or delay by a Party to exercise or enforce any rights conferred under the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

**19. Severability**

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected and in full force

**IN WITNESS WHEREOF**, both the parties have set their respective hands to this deed on the day, month and year first mentioned above, in the presence of the witnesses.

For and on Behalf of	For and on Behalf of
M/s _____.	Pakistan Telecom Authority PTA HQs, F-5/1, Islamabad.
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #.
Signature _____	Signature _____
Witness 1	Witness 1
Name:	Name:
Designation:	Designation:

CNIC #:	CNIC #.
Address:	Address:
Signature: _____	Signature _____
<b>Witness 2</b>	
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #:
Address:	Address:
Signature _____	Signature _____

**Annex-A-7.**

**Scope of Activities for Monthly After Sales Service /SLA within warranty period of 3 years**

M/s \_\_\_\_\_ shall carry out **Monthly maintenance visits** of \_\_\_\_\_ kVA Diesel Generating Set **during the warranty period of three years**. The details of routine maintenance of Diesel Generating Set are as under;

**(a) Electrical Side:**

- (i) Complete repair maintenance and upkeep of the equipment to excellent condition including alternator , ATS, Cables etc., replacement of faulty parts, repair maintenance during the breakdown and labour charges etc.

Following routine work shall also be inspected

- (ii) Cleaning of excitation unit and re – tightening of connections.
- (iii) Cleaning (with blower) of stator and rotor winding of alternator.
- (iv) Operational checking of circuit breaker.
- (v) Checking of all protection circuits.
- (vi) High coolant temperature trip.
- (vii) Low lube oil pressure trip.
- (viii) Winding over temperature trip.
- (ix) Tightening of connections of allied switch gear.
- (x) Checking of voltage of batteries.
- (xi) Checking of dynamo output (voltage and charging current).
- (xii) Functional checking of meters like coolant temperature gauge, oil pressure gauge, hour counter, voltmeter and ammeter.
- (xiii) Checking of any load unbalance.
- (xiv) Checking and tightening of connections / components in control panel.
- (xv) Repair of Minor electrical works which can be done at site.

**(b) Engine Side:**

- (i) Complete repair maintenance of generator including replacement of faulty parts, labor charges , transportation of machinery & equipment etc for keeping the generator functional at all times

Following routine work shall also be inspected

- (ii) Checking, cleaning (with blower) of radiator fins.
- (iii) Checking of water leakage from radiator tubes.
- (iv) Checking of radiator cap.
- (v) Checking of water level and coolant condition in the radiator.
- (vi) Checking of all hose pipes and tightening of jubilee clamps.
- (vii) Replacement of lube oil and filters, if required.
- (viii) Tightening of all nuts, bolts and drive belts.
- (ix) Checking of condition of rubber buffers.
- (x) Checking of tappet clearance, if required.
- (xi) Cleaning of D.G. Set.
- (xii) Checking of fuel tank (water, dust, dirt etc.)
- (xiii) Checking of fuel tank's inlet and outlet strainers.
- (xiv) Checking and retightening of all electric connections of engine like solenoid valve, starter motor and battery charger.
- (xv) D.G. Set testing on available load.
- (xvi) Minor works which can be done on site.

Note: PTA will pa the charges for the Lubes and filters which require periodical change after certain number of hours or as per the manufacturers' recommendation.

**Annex-A-8.**

**Financial Bid Performa**  
**( as per MES Scheduel Rates 2021)**

<b>BOQ for Installation of Generator of 250 KVA (Prime) in PTA HQs, F-5/1, Islamabad</b>							
<b>Scheduel Items</b>							
<b>Sr. No.</b>	<b>MES Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Cost/unit</b>	<b>Total</b>	<b>Remarks</b>
1	27-332	Supply, installation, testing and commissioning of Diesel Engine Prime rating Generator in accordance with ISO-3046, ISO-9001:2015, BS-5514, DIN-6271, AS-2789, 2014/3/EU electromagnetic compatibility and 2000/14/EC, noise emission for outdoor use. Engine and alternator mounted on robust skid frame including fuel tank, control panel, diesel engine four stroke, water cooled 1500 RPM, built in battery charger, batteries and brushless self-excited alternator, 400/230V, 3 phase and NL, 50 Hz, power factor 0.8, with ATS panels but without canopy, (CBU) complete assembled, integrated/manufactured in EU, UK, USA, China 250 KVA.	Each	1	7,294,000.00	7,294,000.00	Unit rate
2	27-378	Supply, installation of Locally Fabricated weather and sound proof canopy, including main frame structure made of 14 SWG, epoxy painted insulation material (Glass wool), complete in all respect with noise level 84 dBA at 1 meter distance, for 250 KVA generator set.	Each	1	345,000.00	345,000.00	Unit rate
3	3-07	Providing and laying of RCC with 3000 psi compressive cylindrical strength in different structural elements (foundation etc.) including form work all as specified.	Cft	96	285.89	27,445.44	Unit rate

4	9-56	Supply and fix, bars round, using deformed bars Grade-60, including cutting, bending, binding and placing reinforcement in position.	Kg	200	154.00	30,800.00	
5		Supply and Fixing of Electric Cables to join Genset from ATS to Main DB of Zonal Office Building				-	
i	25-265	Cable Electric LT,PVC Insulated ,PVC Sheathed, un-armoured, overall PVC 600/1000 V, with stranded copper conductor 185mm <sup>2</sup> ,but 4 core ,laid in trenches complete with bricks , sand(excluding cost of excavation) supply and fixing.	meter	100	11833	1,183,300.00	Unit rate and as per actual
7	12-11	Providing and laying, PCC 1:2:4, as in floor, slabs, surface finished smooth with neat cement and steel trowel, using crushed or broken stone for Basement /ground floor.	Cft	25	230.50	5,762.50	Unit rate and as per actual
8	25-976	Supply and Fixing of 16 guage GI sheet without cover complete in jointing plates .Cable Tray size 18" X 24"	Feet	50	769.51	38,475.50	Unit rate and as per actual
9	1-2	Excavation in Hard Soil.	Cum	2	260.00	520.00	Unit rate and as per actual
		<b>Sub Total</b>				8,925,303.44	
		<b>Total Schedule price</b>				<b>8,925,303.44</b>	
		<b>% age Above or Below</b>					To be filled by bidder
		<b>Final Amount of Schedule Items (A)</b>					To be filled by bidder
<b>Non Schedule Items</b>							
4	NS	Earthing & Earthing pits with earth cable of size 95 mm of make pakistan cables. Complete in all respects and as per international engineering practice i.e. less than 1 ohm i.e bore upto water level with Copper rod. Contractor will submit design for approval before execution of work	No.	2	200,000.00	400,000.00	Unit rate

iii	NS	Supply, Fixing and commissioning of Control cable 4 core 2.5 mm.sq. Make Pakistan cables of equivalent including laying and termination in PVC conduits where required. Complete in all respect	meter	100	850	85,000.00	Unit rate and as per actual
		Total Non Schedule Items (B)				485,000.00	
		<b>Total Schedule and Non Schedule item</b>				<b>9,410,303.44</b>	
		<b>Final Amount of Schedule Items (A) + Not Sch Items (B)</b>					To be filled by bidder

Financial Bid Part-C				
Bid for Maintenance Agreement of Generator of _____ (Prime) in PTA HQ's F-5/1, Islamabad.				
Sr. No	Cost of Maintenance / Up keeping of generator as per agreement and tender documents after during the warranty period.	Per Month (1)	No of Months (2)	Total Annual Cost (1 x 2)
1	For 1st Year		12	
2	For 2nd Year		12	
3	For 3rd Year		12	
	<b>Total C</b>			_____ -
	<b>Grand Total (A + B+C)</b>			

**Amount In Words :**

\_\_\_\_\_

Note:

- i. The bid price must be inclusive of transportation charges, installation charges and all applicable taxes.
- ii. Bid security amounting to Rs. 150,000/- must be attached with technical proposal, failing which the bid shall be rejected.
- iii. Bidder cannot quote for the premium above for the non-schedule items
- iv. Monthly charges for SLA at section C are to be quoted by bidder
- v. Load test shall be carried out for 1 hour on site prior to commissioning
- vi. All Parts of the Financial Bid i.e A+B+C will be combined for the Purpose of Financial evaluation. Each page of the bid is to be signed and stamped by the bidder

**Check list**

<b><u>Sr. No</u></b>	<b><u>Description/ Document/ Requirement</u></b>	<b><u>Attached (Yes/No)</u></b>
1	Name, address, telephone, fax numbers and e-mail address of the company	
2	Minimum 5 years of relevant experience	
3	List of at least 10 similar assignments (i.e. 200 KVA or above) under taken with supply detail & delivery/ completion certificates	
4	NTN certificate.	
5	Sales Tax registration certificate	
6	Bidder must be on Active Tax Payer List of FBR	
7	Certificate of incorporation with SECP/Registrar of firms	
8	Valid PEC registration for the relevant work	
9	Annual audited financial statements of last three years of the supplier should be attached with clearly showing that current assets are more than current liabilities and sufficient cash flow to make this supply	
10	Authorized / Distribution letter from manufacturer for the year 2021 or 2022	
11	The Diesel Generator set should be from one manufacturer which also includes coupling. Local coupling of equipment i.e. engine and alternator along with installation of local controller is not allowed	
12	Compliance Report for Tech spec	
13	The bidder must provide the 3S services i.e. sales, service and spare parts and proof to this may also be attached with from the manufacturer	
14	Comprehensive single source warranty of three years for un limited hours. No cap on number of hours shall be given	
15	Undertaking on non-judicial stamp Paper of Rs.100/- that company has never been blacklisted by any public and private sector organization	