



Pakistan Telecommunication Authority

Telecom Regulator

PTA Headquarters, F-5/1, Islamabad.

[http:// www.pta.gov.pk](http://www.pta.gov.pk)

"Say No to Corruption"



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

Adv No. 7/11/2020

INVITATION TO BID

SUPPLY & INSTALLATION OF GENERATOR OF 65 KW (PRIME) FOR PTA ZONAL OFFICE, RAWALPINDI

Pakistan Telecommunication Authority, a Government organization invites sealed bids Authorized Dealers/Distributors/Manufactures of generators of Tier-1 level having experience of 5 years or more and on the ATL list of FBR are invited to apply for Supply & Installation of Generator of 65 KW (Prime) for PTA Zonal Office, Rawalpindi.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of the undersigned. Price of the bidding documents is **Rs. 1000/-** (cash non-refundable). Bidding Documents can also be downloaded from 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 **8th December, 2020 at 11:00 AM**. Technical bids will be opened on the same day at **11:30 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk

ASIF SAEED
Director (Civil Works)
PTA HQs, F-5/1, Islamabad.
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Bidding Documents

For

Provision & Installation of 65 KW Generator (Prime)

for

Zonal Office, Rawalpindi.

1. INVITATION

- 1.1. Authorized Dealers/Distributors/Manufactures of generators **of Tier-1 level** having experience of 5years or more and on the ATL list of FBR are invited to apply for supply, fixing, installation of brand new generator of capacity 65 KW Minimum (Prime) make Caterpillar, Cummins, FG Wilson or Eq from OEM. for PTA Zonal Office, Rawalpindi.
- 1.2. The major project components include the following
 - a. Supply, Installation, Commissioning and testing of 65 KW (Prime) generator on site.
 - b. Repair/Maintenance contract for the new generator for 3 years after expiry of initial warranty period.
- 1.3. The deadline for receipt of documents is 8th December, 2020 by 1100 hours. Documents received after this date shall not be entertained. Single Stage Two Envelope Procedure shall be adopted for the procurement process. Only qualified firms with demonstrated experience in similar assignments after qualifying the technical evaluation shall be considered for the opening of financial bid as per PPRA Rules.
- 1.4. Bidding documents can be obtained from the office of the undersigned on or before 8th December, 2020 during working hours on cash payment of Rs. 1000/-. The request must clearly state **“Request for Bidding Documents for Supply & Installation of 65 (KW) (Prime) Generator for PTA Zonal Office, Rawalpindi”**.
- 1.5. PTA shall disqualify a vendor if it finds, at any time, that the information submitted by the company 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 applications as per PPRA rules.

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

2. Instructions to Bidders

2.1. General Instructions

- 2.1.1. It is mandatory for perspective bidder to survey the site for identifying actual BOQ and submit financial bid according to that.
- 2.1.2. The services will be hired according to PPRA Single stage – two envelop procedure.
- 2.1.3. Salient aspects 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 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 un-opened 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 firms which have qualified in the technical evaluation will become at par and the firm who has quoted the lowest financial bid (as per **Annex- A8**) will be awarded contract.
- 2.1.4. Bidders will be required to submit bid security @ 2% of total bid price in the shape of pay order or draft in favour of PTA along with financial bid duly sealed. A certificate in this regard is to be provided with Technical proposal that 2 % bid security has been enclosed with Financial Proposal without mentioning the bid amount. Bid security of successful bidder shall be converted into retention Money. Bid security of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.
- 2.1.5. Affidavit on Rs. 100 judicial value stamp paper that the firm has never been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company. Certificate in this regard shall also be provided by the bidder.
- 2.1.6. Tax will be deducted at source as per GOP rules.
- 2.1.7. Firm should be registered with income tax & sales tax department. Bidder shall also provide copy of NTN and GST certificate.
- 2.1.8. The successful company will be required to enter into a formal contract Agreement on Rs. 100 stamp paper each for provision of generator as well as for the service agreement duly attested by notary public, to be executed with mutual consent of both parties. (**Annex A-5 & 6**).
- 2.1.9. The company will commence work as per agreement between both parties.
- 2.1.10. Each page of the documents should have sign and stamp of the bidder.
- 2.1.11. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Purchase Committee- 1 (PC-1) whose decision will be final. However, the company will have the right to appeal to Chairman PTA/PTA Authority.
- 2.1.12. Incomplete tender/bids will be rejected forthwith.

- 2.1.13. 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.
- 2.1.14. 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 according to it.
- 2.1.15. PTA reserves the right to accept or reject the tender as per PPRA rules.
- 2.1.16. 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.

2.2. Scope of Services

- 2.2.1. Supply, Installation, Commissioning and testing of **65 KW (Prime)** generator in PTA Zonal Office, Near GPO Chowk, Saddar, Rawalpindi as per technical specs and BoQ.
- 2.2.2. Warranty period of the equipment shall be of 3 years and unlimited hours of usage.
- 2.2.3. Repair/Maintenance contract for the generator for 3 years. 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 8th December, 2020, **1100 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 of the product offered along with the bidding documents.
- 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. Name, address, telephone, fax numbers and e-mail address of the company.
- 2.4.1.2. Ownership and Organizational Structure of the company.
- 2.4.1.3. Minimum 5 years of relevant experience.
- 2.4.1.4. List of Major (similar) assignments under taken over the past 5 years with supply detail. At least 10 of similar nature or of higher cost are mandatory
- 2.4.1.5. NTN certificate of supplier.
- 2.4.1.6. Sales Tax registration certificate of supplier.
- 2.4.1.7. Firm must be on Active Tax Payer List of FBR
- 2.4.1.8. Certificate of incorporation with SECP/Registrar of firms
- 2.4.1.9. Valid PEC registration for the relevant work
- 2.4.1.10. 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.
- 2.4.1.11. Authorized / Distribution letter from manufacturer for the year 2020.
- 2.4.1.12. The DG 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.

- 2.4.1.13. Manufacturer should be ISO 8528 certified (Copy of this be attached with)
- 2.4.1.14. The company must provide the 3S services i.e. sales, service and spare parts and proof to this may also be attached with from the manufacturer.
- 2.4.1.15. Comprehensive single source warranty of three years for un limited hours.. No cap on no. of hours should be given.
- 2.4.1.16. Undertaking on Judicial Paper of Rs.100/- that company has never been blacklisted by any public and private sector organization.

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** of the technical specifications of the quoted product.

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

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/- judicial 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 firm submits more than one application, individually or as JV, all applications including that firm will be rejected. JVs are not allowed.
- 2.7.2. The PTA reserves the right to:-
 - 2.7.2.1. Reject or accept any application.
 - 2.7.2.2. Cancel the bidding process and reject all applications as per PPRA Rules.
- 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 DD (CW), PTA HQs.
- 2.8.4. After physical verification of work by Purchase Committee –I /Zonal Purchase Committee (ZPC) payment will be made after approval of the Chairman/Authority.

2.9. Bid Validity

- 2.9.1. Bid must be valid for 03 months from the last date of submission of technical bid to PTA.
- 2.9.2. Any extension in bid validity will be as per PPRA rules.

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 in a year. This warranty period shall start after issuance of completion certificate from PTA and after successful installation, testing. This warranty will include free of cost services,

labour, replacement of spare parts of the generator which may be required due to some developed fault in the generator during the warranty period of one year. 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. The parts and lubes which require changing periodically shall be responsibility of PTA and payment to this effect shall be made by the PTA after first two services.

2.11. Repair/ maintenance Agreement

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

2.11.2. Draft agreement for after sale maintenance 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

<u>Supply & Fixation of 65KW Generator (Prime) for PTA Zonal Office, Rawalpindi</u>	
	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 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 Escalation during the currency of Contract will be entertained
3	Arbitration In case of any dispute or conflict between Contractor/Supplier and Employer, the case will be referred to PC-1, 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 Bid security 2% of total quoted rate of tender amount should be enclosed with financial bid.
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 successful bidder will be retained as part of retention Money. Bid security of un-successful bidder will be returned on issuing of Work Order to successful bidder.
9	Retention Money Retention Money is limited to 6 % of the bid value.
10	Release of Retention Money Retention Money will be released after 36 month(s) or after expiry of warranty period whichever is later.
11	Time of completion of Supply & Installation 30 working days from the issuance of work/supply order.
12	Imposition of Penalty for non-completion of the work/job/supply within stipulated time. Penalty @ 1 % of the contract price will be charged per week of delay if the supply & installation hasn't been executed by the vendor within the timeline as per Sr. 11 above.
13	Insurance against injury to workmen Safety of its employees from injury will be responsibility of the firm.
14	In complete tender/bids will be rejected forthwith.

15	You will work under the technical guidance of Director(Civil Works), PTA.	
16	All material will be checked and approved by the Director(Civil Works) before commissioning of work	
17	Bid money/ values in BOQ should be inclusive of all taxes i.e. GST, Income tax or any other tax imposed by GOP etc.	
18	Warranty	Vendor 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 at PTA Zonal Office, Rawalpindi.
22	An agreement for supply and after sales service will be executed between the client and firm on judicial paper of worth Rs. 100/- duly notarized	
25	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 and warranty of the generator will not be void.	
26	Force Majuere: Vendor/Contractor shall not have liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control contractor, including and without limitation to the acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes or epidemics of infectious diseases.	
	<u>Bidder's Sign and Seal</u>	<u>Employer's sign and seal</u>

List of Annexures

Sr. No	Subject of Annexure	Annex No.
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

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 65
KW (prime) generator for PTA Zonal office, Rawalpindi.

2. Your department 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 clients.

3. Your department 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) Your department reserves the right to accept or reject any application, cancel the bidding process, and reject applications as per PPRA Rules.
- c) Your department 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) Your department 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</u> <u>firm)</u>	<u>For and on behalf of</u> <u>(name of bidder or lead partner of a firm)</u>

Annex-A-2

Details of Supplies made in last 10 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 : Use separate sheet for each supply

Annex-A-3

Litigation History

Name of Bidder

Bidders, including each of the partners of JV, 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)	65 KW/82 KVA (min)
Rated Output (Stand by)	72 KW /90 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 of minimum 250 L capacity if base tank is not sufficient for 250 litre capacity then vendor will provide extra fuel tank along with piping and installation

Linear vibration Isolator between base and engine – generator

1.11. Alternator and Engine Coupling Specifications

Coupling of Engine and Alternator should be from OEM

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
- 2 x service sets for the Generator

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 vendor to arrange visits for the pre-inspection of the item at contractor site before delivery at the cost of vendor.

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

This Supply & Service Agreement for the provision, supply, fixing/installation/commissioning, testing and repair/maintenance of **65 KW (Prime Rating)** Diesel Generator (the "Agreement") is made on this day _____ 2020;

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 "**Purchaser**" which expression shall where the context admits include its administrators and assigns) of the One Part

AND

(hereinafter called the "**Supplier**" which expression shall mean and include its assignee or successor in interest, etc) on the other part.

Whereas, the Purchaser has decided to purchase the above mentioned equipment of **65 KW** (Prime Rating) Diesel Generator ((hereinafter called the "Equipment") from the Supplier including its fixing, **installation, commissioning, testing, repair & maintenance** (during the warranty period) and whereas, the Supplier has agreed to supply the said Equipment as detailed in **Purchase Order/Tender documents** against a total price consideration _____ at _____ the _____ value _____ of _____ on _____ F.O.R. (Free freight on road) **Rawalpindi** basis.

1. SUPPLY OF GENERATOR :

The Supplier undertakes to supply in accordance with the terms and conditions of this Agreement including 'special stipulations' of the Purchaser to form and construe as an integral part of this , agreement hereof, the items and all the Equipment as shown in attached **Annexure A-8 as bid price Performa of tender documents.**

2. PRICES:

- a) In consideration of supply of equipment s, 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 to be made by the

Purchaser to the Supplier shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier

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

3. SPECIFICATIONS:

- a) The specifications of Equipment to be supplied shall strictly be in accordance with the original tender specifications as set out in **Annexure - A-8 and A-4**
- b) The Supplier may, at any time, with the prior written approval of the Purchaser 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.
- c) No component of the Equipment that the Supplier has undertaken to supply under **Annexure A-8** referred hereinabove shall be acceptable to the Purchaser if such items of Equipment do not satisfy the specifications referred to in **Annex A- 4**.
- d) Every component of Equipment that the Supplier has undertaken to supply under **Annexure A-8** 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**.
- 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 Purchaser) 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 see that the material is sufficiently and properly packed so as to ensure its being free from loss or damage or fault etc on arrival at the destination of the Purchaser.

5. CONSIGNEE:

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

6. DELIVERY, INSTALLATION /COMMISSIONING AND TESTING:

- a. The delivery, installation/commissioning and testing of the Equipment in accordance with Tender Documents will be made within Thirty **(30) working days or earlier** at the address of the Purchaser, 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 **Purchaser's Representatives.**

7. PAYMENT

The payment shall be arranged for an amount of Rs. _____/-
(Rupees _____) only in favour of **M/s _____**, through Crossed Cheque by Pakistan Telecommunication Authority, Islamabad, on satisfactory completion of the complete job/coming duly verified by issuance of a Certificate by the authorised representative of the Purchaser. . The amount of **Rs. _____ (Rupees _____)**

against Repair/Maintenance of Generator will be released as per Repair & Maintenance Agreement to be executed separately between the Purchaser and the Supplier.

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

- i. Signed invoices in quadruplicate showing 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 contract and complete in every respect and in case any deviation found, free replacement shall promptly be made by the Supplier.
- iii. Receipt certificate of the authorised representative of the purchaser duly indicating that the stores received are physically in good condition as per agreement.
- iv. Warranty certificate 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 against any defect in material & workmanship.
- v. National Income Tax Number + Sales Tax Registration Number may please be mentioned in the invoice.
- vi. Test certificate from the manufacturer stating that the equipment supplied have been tested and found satisfactory in accordance with the specification given in **Annexure-'A-8 & A-4'** and correct items have been supplied, the certificate will from part of documents against which payment is to be made.
- vii. The Supplier shall submit a manufacturer's **TEST CERTIFICATE** that the Equipment has been supplied is in accordance with the specifications in this agreement. The certificate will be a part of documents against which payment through crossed Cheque is to be made by the Purchaser, Islamabad.

8. RETENTION MONEY:

- a) Retention Money is limited to 6% of the bid value. 2 % Bid security already deposited at the time of tender process will be retained as part of Retention Money.
- b) Retention Money will be released after 36 months after expiry of warranty period

9. Warranty :

The supplier will provide a warranty certificate satisfactory function of the equipment for the period of three (3) years and for the unlimited hours of operation after issuance of completion certificate after requisite installation at the Purchaser's identified location at Zonal office, Rawalpindi. Any part or parts of the Equipment found defective in material or workmanship, parts become faulty, engine break 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 PTA building at Supplier cost 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 1 % of the total price value per week (as per special stipulations) under this agreement of the job on the date of completion, i.e., thirty (30) days from the issuance of work/supply order unless further extended with mutual agreement of both the parties.

12.2 If the supplier fails to complete the work/job his firm will be blacklisted, accordingly.

12.3 The penalty shall be calculated at the final cost of the work/job done.

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 tender 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, Bid Notice, tender advertisement, Special Stipulations, Addendum (if any), Corrigendum (if any) are the legal part of the agreement.

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. 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.

- b) This agreement 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.
- c) 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.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on this ___day of _____ 2014.

For & on behalf of Supplier:

For & on behalf of Purchaser:

Signature: _____

Signature: _____

Mr. _____,
M/s _____

Mr. _____
Pakistan Telecommunication Authority

CNIC No. _____

CNIC No. _____

Witnesses:

Witness # 1 _____

CNIC No. _____

Address _____

Witness # 2 _____

CNIC No. _____

Address _____

Annex A-6

Draft Agreement for after sales and Service

This agreement is made at Islamabad on _____ day of _____ at by and between; Pakistan Telecommunication Authority (PTA), Islamabad (hereinafter referred to as the "PTA" which expression shall wherever the context so permits include its assigns and successors in interest) having of the first part.

AND

M/s _____ a company duly incorporated in accordance with the Company Ordinance, 1984 having its registered office at _____, acting through its CEO (Hereinafter referred to as " _____ " which expression shall, where the context so permits, includes its successors in - interest and assigns) of the second part; both to be collectively referred to as the parties.

WHEREAS

PTA has procured Generator of **65 KW(Prime)** Diesel generator through tender and installed at **PTA Zonal office Rawalpindi** in the sum of PKR _____ inclusive of all applicable taxes and charges. This agreement is for the repair/maintenance of the generator during the warranty period which will be 12 months and unlimited number of hours during the 12 months after the installation after issuance of completion certificate from PTA plus three years after expiry of the warranty period.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS Follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in this agreement, ToR referred to or as determined by PTA.

1. TERM OF THE AGREEMENT

M/s _____ will provide the maintenance services of the Generator, for a period of three Years with effect from _____.

This agreement shall remain in force/effective until it is terminated under para 13 of this agreement or on happening of any one or more events listed under hereof.

2. SERVICES & MAINTENANCE CHARGES/FEE

2.1 The Purchaser shall pay as Service and Maintenance charges for Generator Set for the warranty period of three years as per following details.

- i. Rs. _____/month for the 1st Year
- ii. Rs. _____/ month for the 2nd year
- iii. Rs. _____/ Month for the 3rd 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 M/s _____ to PTA the owner of Gen as per **Annex- A-7**.

3.2 Besides monthly service of the Generator, M/s _____ will make sure that the Generator is in good working condition during the term of the agreement.

3.3 M/s _____ 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 M/s _____ 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 M/s _____ 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. M/s _____ 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 M/s _____ maintenance personnel at least twice in a month. The date and time of such inspection will be fixed mutually.

4. FAILURE ON PART OF M/s _____

If during warranty period M/s _____ fails to attend the emergency call or to rectify the fault, PTA will get the generator repair through open market and double costs to this effect will be recovered from M/s _____

_____ and warranty to generator shall be maintained by M/s
_____.

5. MAINTENANCE OF RECORD

M/s _____ Rep/Service Team 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 location. The service personnel of M/s _____ 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

M/s _____ shall have no right to recover from PTA any incidental expenses or other expenditure 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 in the opinion of that M/s _____ becomes incapable of carrying out this agreement and performance of duties/obligations under this agreement there under.
- b. In the event, M/s _____, being a company going into liquidation either voluntarily or compulsorily or in the event of the financial position of M/s _____ 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 M/s _____.
- d. In the event of a fraud in connection with this Agreement or upon M/s _____ 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 M/s _____'s representatives. All costs /loss, damages if any due to negligence of M/s _____ shall be borne by M/s _____.
- f. This Agreement may be terminated at any time either by PTA or M/s _____ giving to the thirty days notice in writing.

8. Retention Money

Retention Money 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

Neither party hereto shall be held responsible for any delay or failure to perform any or its entire obligation hereunder if such default is attributable to force majeure. The expression force majeure shall mean causes beyond the control of either party and shall include, fire, floods, weather conditions, war, insurrection, civil commotion or governmental interventions. Either party will inform in writing within 7 days of happening of such event.

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.

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_____
Witness 2	Witness 2
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #:
Address:	Address:

Signature _____	Signature _____
-----------------	-----------------

Annex-A-7.

Scope of Activities for Monthly Repair/ maintenance

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.

Annex-A-8.

Financial Bid Performa

BoQ for Installation of Generator of 65 KW (Prime) in PTA Zonal office, Rawalpindi							
Sr. No.	Item	Unit	Qty	Cost/unit	Total	Price Including GST	Remarks
1	Supply, installation, commissioning & Fixation of Generator of 65 KW (Prime Power) of make Caterpillar/ Cummins or Eq. Gen Set (imported from OEM) as per technical specifications and requirements attached with including safeties/ controls. Complete in all respect including transportation and offloading at PTA Zonal office, GPO Chowk, Rawalpindi	No.	1				Unit rate
2	Supply/Providing and fixing of Sound proof/Weather Proof Canopy (Local Make). Complete in all respect as per technical specs	No.	1				Unit rate
3	Supply/Providing and fixing of ATS & AMF Panel 3 pole with MOR as per technical specs	No.	1				Unit rate
4	Earthing & Earthing pits with earth cable of size 35 mm of make Pakistan cables. Complete in all respects and as per international engineering practice i.e. less than 1 ohm i.e bore up to water level with Copper rod. Contractor will submit design for approval before execution of work	No.	2				Unit rate
5	Foundation, Other Civil Work including anchor bolting and alignment as per generator size and OEM recommendation. Contractor will submit design for approval before execution of work	No.	1				Unit rate

6	Supply and Fixing of Electric Cables to join Genset from ATS to Main DB of Zonal Office Building						
i	Supply, Fixing and commissioning of power cables Make Pakistan Cables 4 core 70 mm.sq hard cable. Including laying and termination in PVC conduits where required. Complete in all respect	meter	50				Unit rate and as per actual
iii	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	50				Unit rate and as per actual
7	CC Cable Trenching with cover to accommodate power and control cable	Feet	36				Unit rate and as per actual
8	Supply and Fixing of GI cable tray slotted of required size to accommodate power and control cable	Feet	36				Unit rate and as per actual
Note :	Load test shall be carried out for 1 hour on site prior to commissioning						
			Total				

Amount in Words

Financial Bid Part-B

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 expiry of warranty period.	Per Month (1)	No of Months (2)	Total Annual Cost (1 x 2)
1	For 1st Year			
2	For 2nd Year			
3	For 3rd Year			
		<u>Grand Total</u>		-

- Note
- i. Both Parts of the Financial Bid i.e A+B will be combined for the Purpose of Financial evaluation
 - ii. Each page of the bid is to be signed and tamped by the bidder.
 - iii. Attach pay order or demand draft equal to 2 % of the Bid value of the generator from any scheduled bank of Pakistan in favour of PTA.