



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

## INVITATION TO BIDS

**For Supply/Installation of Generator 65 KW (Prime),  
Machinery & Equipment and Furniture & Fixture for Zonal  
Offices Faisalabad, Abbottabad, Sukkur & Gwadar**

Pakistan Telecommunication Authority invites sealed bids for the following from firms registered with Income Tax and Sales Tax Departments and who are on active taxpayers list of the Federal Board of Revenue.

a) Sealed bids from Authorized Dealers/Distributors/Manufactures of generators having 3S services and experience of 5 years or more.

b) Sealed bid from reputable Firms / Suppliers for Supply & Installation of Machinery & Equipment and Furniture/Fixture

Bidding documents, containing detailed terms and conditions, etc. are available at the office of the undersigned (Room No. 214, 2nd Floor). Price of the bidding documents is Rs. 1000/- (non-refundable cash). Bidding documents can also be downloaded from PPRA and PTA websites ([www.ppra.org.pk](http://www.ppra.org.pk) and [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 the office of undersigned by 11:00 AM on 19th March 2021. Only Technical Bids will be opened on the same date i.e. 19th March 2021 at 11:30 AM. This advertisement is also available at PTA and PPRA websites i.e. [www.pta.gov.pk](http://www.pta.gov.pk), [www.ppra.org.pk](http://www.ppra.org.pk)

**Engr Asif Saeed**

**Director (Civil Works)**

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

**Ph: 051-2878114, 9225352 Fax: 051-2878149**

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**Bidding Documents**

**For**

**Provision & Installation of 65 KW Generator (Prime)**

**for**

**Zonal Office, Faisalabad, Abbottabad, Sukkur & Gwadar.**



## 1. INVITATION

- 1.1. Pakistan Telecommunication Authority (PTA) intends to hire the services of Authorized Dealers/Distributors/Manufactures of generators 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 Min 65 KW Minimum (Prime) make Caterpillar, Cummins, FG Wilson or Equivalent from OEM. for PTA Zonal Office, Faisalabad, Abbottabad, Sukkur & Gwadar.
- 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 (SLA) contract for the supplied generator for 3 years during the warranty period.
- 1.3. The deadline for receipt of documents is 19<sup>th</sup> March, 2021 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 Bidders 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 19<sup>th</sup> March, 2021 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, Faisalabad, Abbottabad, Sukkur & Gwadar"**.
- 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 PPRA rules.

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 Bidders which have qualified in the technical evaluation will become at par and the Bidder who has quoted the most advantageous 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. 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. 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.
- 2.1.6. Tax will be deducted at source as per GOP rules.
- 2.1.7. Bidder should be registered with income tax & sales tax department. Bidder shall also provide copy of NTN and GST certificate.
- 2.1.8. The successful bidder 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 repair & maintenance services agreement duly attested by notary public, to be executed with mutual consent of both parties. (**Annex A-5 & 6**).
- 2.1.9. The contractor 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 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.
- 2.1.12. 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 accordingly.

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, Faisalabad, Abbottabad, Sukkur & Gwadar 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 **19<sup>th</sup> March, 2021 by 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. Minimum 5 years of relevant experience.
- 2.4.1.3. List of at least 10 similar assignments (i.e. 65 KW or above) under taken with supply detail & delivery/ completion certificates.
- 2.4.1.4. NTN certificate.
- 2.4.1.5. Sales Tax registration certificate.
- 2.4.1.6. Bidder must be on Active Tax Payer List of FBR
- 2.4.1.7. Certificate of incorporation with SECP/Registrar of firms
- 2.4.1.8. Valid PEC registration for the relevant work
- 2.4.1.9. 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.
- 2.4.1.10. Authorized / Distribution letter from manufacturer for the year 2020 or 2021.
- 2.4.1.11. 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.
- 2.4.1.12. Generator should be ISO 8528 compliant.

2.4.1.13. 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.

2.4.1.14. Comprehensive single source warranty of three years for un limited hours. No cap on number of hours shall be given.

2.4.1.15. Undertaking on non-judicial stamp 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 any litigation history, an affidavit on Rs. 100/- non-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 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 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 Director (CW), PTA HQs.

2.8.4. The payment shall be made after physical inspection by 2 x Officers from Administration and PTA Zonal Purchase Committee (ZPC) at respective zonal offices. In case of non-availability of ZPC at respective Zonal Office then Zonal office Peshawar for Abbottabad, Zonal Office Lahore for Faisalabad, Zonal Office Karachi for Sukkur and Gwadar will physically verify the delivered items as per supply order.

## **2.9. Bid Validity**

2.9.1. Bid must be valid for 04 months from the last date of submission of technical bid to PTA.

2.9.2. Any extension in bid validity shall 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. 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 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. 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**

<b><u>Supply &amp; Fixation of 65KW Generator (Prime) for PTA Zonal Office, Faisalabad, Abbottabad, Sukkur &amp; Gwadar</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 t:
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 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.
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.
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 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. Bid security of successful bidder will be retained as part of retention Money. Balance 4% will be deducted at time of payment.
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 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. 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 Contractor.
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/equipment will be checked and approved by the Concerned Zonal Director/ 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, Faisalabad, Abbottabad, Sukkur & Gwadar.
22	An agreement for supply and after sales service will be executed between the client and contractor on non-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	<b>Force Majeure:</b> As per contract clause	
	<u>Bidder's Sign and Seal</u>	<u>Employer's sign and seal</u>

### 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 65  
KW (prime) generator for PTA Zonal office, Faisalabad, Abbottabad, Sukkur &  
Gwadar.
  
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</u> <u>Bidder)</u>	<u>For and on behalf of</u> <u>(name of bidder or lead partner of a</u> <u>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 : Use separate sheet for each supply**



**Annex-A-3**

**Litigation History**

<b>Name of Bidder</b>
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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



### 1.6. Exhaust System

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
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**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
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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:
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Following safety devices shall be provided.
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A = Alarm      SD = Shutdown      TD = Adjustable Time Delay
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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
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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
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DB Best Quality (Local)
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	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.

**Annex-A-5**

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

This Supply & Service Agreement for the provision, supply, fixing/installation/commissioning, testing and repair/maintenance of min **65 KW (Prime Rating)** Diesel Generator (the "Agreement") is made on this -----day of \_\_\_\_\_ 2021;

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**

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

(The Purchaser and the Supplier are hereinafter referred collectively to as the "Parties" and individually as the "Party" as the context may require.)

Whereas,

1. the Purchaser is desirous to purchase the **65 KW** (Prime Rating) Diesel Generator (hereinafter called the "Equipment") from the Supplier along with services of fixing, **installation, commissioning, testing, repair & maintenance** (during the warranty period)  
the Supplier has agreed to supply the said Equipment as detailed in **Purchase Order/Tender documents** against a total price consideration of PKR....., F.O.R. ( Free freight on road) basis for the offices of Purchaser at **Faisalabad, Abbottabad, Sukkur & Gwadar** .

**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 tender documents**.

**2. PRICES:**

- a) In consideration of supply of Equipments, 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 Purchaser 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
- 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. The Purchaser, 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** 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, provided that, the liability will remain 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. DELIVERY, INSTALLATION /COMMISSIONING AND TESTING:**

- a. The delivery, installation/commissioning and testing of the Equipment in accordance with Tender Documents will be made within Forty five **(45) 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 made **PKR.** \_\_\_\_\_ **/- (Rupees**  
\_\_\_\_\_ **)** in favour of **M/s**  
\_\_\_\_\_, through  
Crossed Cheque by Pakistan Telecommunication Authority, Islamabad, on satisfactory completion of the complete job duly verified through 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 Agreement is 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 Equipment along with all accessories is in good condition and completely complaint with the terms and conditions of the Agreement and bidding documents.
- iv. 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.
- 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 be annexed and form 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. Balance 4 % will be deducted at the time of payment.
- b) Retention Money 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 completion certificate after delivery, installation and fixation of Equipment at the Purchaser's identified location at Zonal office, Faisalabad, Abbottabad, Sukkur & Gwadar. 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 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 The Supplier will ensure the delivery, fixation and installation of Equipment within forty five (45) days of receiving work order . In case it is delayed beyond specified period, a penalty at the rate of 1% of total value of the Agreement per week will be imposed, until the equipment is delivered, fixed and installed.

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

12.3 If the Supplier fails to performance the Agreement within stipulated period or in any extended period thereof, the Supplier will be blacklisted and retention money will be forfeited.

**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, 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 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**

This Agreement (the "Agreement") is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021

**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 Client) a Client incorporated 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**;

(The Party of the One Part and Party of the 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 **65 KW(Prime)** Diesel generator through tender and installed at **PTA Zonal office Faisalabad, Abbottabad, Sukkur & Gwadr** 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 of major faults of the generators ("Services") during the warranty period which will be 36 months and

unlimited number of hours during the 36 months after the installation after issuance of completion certificate from PTA plus three years after expiry of the warranty period and the Contractor agree to provide the Services 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:

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**

The Initial Term of the agreement shall be three (03) years commencing from \_\_\_\_\_, 2021 and ending on \_\_\_\_\_, 2023 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 for the 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 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 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's in the opinion of 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 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 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.

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

Signature_____	Signature_____
<b>Witness 1</b>	<b>Witness 1</b>
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #.
Address:	Address:
Signature:_____	Signature_____
<b>Witness 2</b>	<b>Witness 2</b>
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**

<b>BoQ for Installation of Generator of 65 KW (Prime) in PTA Zonal office, Faisalabad, Abbottabad, Sukkur &amp; Gwadar</b>							
<b>Sr. No.</b>	<b>Item</b>	<b>Unit</b>	<b>Qty</b>	<b>Cost/unit</b>	<b>Total</b>	<b>Price Including GST</b>	<b>Remarks</b>
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, Faisalabad, Abbottabad, Sukkur & Gwadar	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						
			<b>Total</b>				

Amount in Words

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Note:

- i. The bid price must be inclusive of transportation charges, installation charges and all applicable taxes.
- ii. Bid security @2% of total bid must be attached with financial proposal, failing which the bid shall be rejected.

**Financial Bid Part-B**

<b>Bid for Maintenance Agreement of Generator of _____ (Prime) in PTA HQ's F-5/1, Islamabad.</b>				
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			
		<b>Grand Total</b>		-

- 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.

**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. 65 KW 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 2020 or 2021	
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	Generator should be ISO 8528 compliant	
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	



**Bidding Document for Machinery & Equipment and Furniture & Fixture at Zonal Offices  
Faisalabad, Abbottabad, Sukkur & Gwadar**

Sealed bids are invited for following items:

Category	Description	Details as per
A	Supply & Installation of Machinery & Equipment	Annexure-A
B	Supply of Furniture/Fixture	Annexure-B

This bid will be received on or before **19<sup>th</sup> March, 2021 at 1100 hours** in the office of the undersigned at PTA Headquarters, Islamabad, and only technical bids will be opened on the same day at 1130 hours in PTA Auditorium.

**Terms & Conditions**

1. Invitation to bid issued in the Print Media, PPRA/PTA Websites is part of this bid document.
2. The bidding process will be according to PPRA Single stage – two envelope procedure.
3. Bid shall be submitted in a single package containing two separate envelopes clearly marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.
4. Bidders may quote for both or any of the categories but the quoted prices shall be for all Zonal Offices. However, separate bids shall be submitted for each category.
5. Evaluation for categories will be independent of each other. The bidders shall quote for all items of category A and B as provided at Annex-A and Annex-B, respectively.
6. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.
7. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the PTA without being opened.
8. The PTA shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements of PTA as defined.
9. During the technical evaluation no amendments in the technical proposal shall be permitted.

10. Only technically qualified bidders shall be allowed to participate in the financial bid opening process. The financial bids of technically disqualified bidders shall be returned un-opened.
11. All pages of Bid Documents, Technical and Financial Proposal will be signed and stamped by the bidder. All documents except financial bid must be attached with technical proposal, otherwise bid will be rejected at the time of evaluation.
12. If any clause of bidding document is not accepted by bidder, then his bid will be rejected without any reason at the time of evaluation of technical and financial proposal.
13. Rates for items mentioned in bidding documents with brand/model may be quoted for same model/brand or equivalent standard items.
14. The bidder should quote item rates clearly in the Financial Proposal on the Annexure – A & B as provided with Bidding Documents. **Any other own generated/prepared form will not be considered and bid will be rejected.**
15. Financial Bids for Machinery & Equipment (Category-A) and Furniture & Fixture (Category-B) shall be evaluated independently. Thus, the lowest bidder against each category shall be awarded the contract. The supply orders will be issued on **Zonal Offices basis**.
16. In case of failure of supply by the lowest bidder, the supply order shall be awarded to 2<sup>nd</sup> lowest bidder as per PPRA Rules.
17. Bid price should be inclusive of GST.
18. Financial Bid should be valid for 120 days from date of opening of technical proposals and extendable as per PPRA Rules 2004.
19. Bid security equal to 4% of bid price (Refundable) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad, should be attached with the **Financial Proposal**.
20. Bid Security of successful bidders will be released after completion of physical inspection of delivered items. Whereas, bid Security of unsuccessful bidders will be returned after issuance of work/supply order.
21. The item supplied should be according to quality, quantity and specification.
22. Items must be delivered at PTA Zonal Offices, Faisalabad, Abbottabad, Sukkur and Gwadar, as per supply orders within 45 days after issuance of supply order. In case of delay in delivery of items, penalty @1% of quoted bid price against items mentioned in supply order shall be charged per week (maximum upto four weeks).
23. Supply order shall stand cancelled if successful financial bidder does not supply the items in accordance with Sr. 21 above. Bid security will be forfeited in favor of PTA, the vender/supplier will be blacklisted as per PPRA Rules.

24. Retention money will be equal to 10% of successful bid price for machinery & equipment and furniture & fixture and it will be deducted from Invoice of the vender at the time of payment.
25. Successful bidder will sign an agreement that during use of warranty period of mentioned items any fault occurs, the vender must immediately repair/replace the items free of cost. Draft agreement is attached.
26. If the faulty items are not repaired/replaced, new items will be purchased by PTA, amount will be deducted from retention money which was withheld by PTA and the vender/supplier will be blacklisted as per PPRA Rules.
27. No transportation / carriage charges will be paid by PTA for delivery of Machinery & equipment and furniture & fixture.
28. The payment shall be made after physical inspection by 2 x Officers from Administration and PTA Zonal Purchase Committee (ZPC) at respective zonal offices. In case of non-availability of ZPC at respective Zonal Office then Zonal office Peshawar for Abbottabad, Zonal Office Lahore for Faisalabad, Zonal Office Karachi for Sukkur and Gwadar will physically verify the delivered items as per supply order.
29. Taxes will be deducted at source as per Government rules. Further penalty (if any) as referred at S# 21 above shall also be deducted from the payment.
30. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject whole or partially the tender as per PPRA Rules.
31. Bid Form for **Machinery & Equipment list attached as Annex-A.**
32. Bid form for **Furniture/Fixture items list attached as Annex-B.**

For any further clarification may contact the undersigned on Tel: 051 –2878131.

*(Engineer Asif Saeed)*  
Director (Civil Works)

**Technical Proposal**

A form for technical proposal must be filled by bidder.

**General Information**

1. Name of Firm/Bidder/Company: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Landline Telephone No: \_\_\_\_\_
5. Fax No: \_\_\_\_\_

**Mandatory Requirements for Technical Proposal**

The following mandatory requirements must be fulfilled by bidder. If any mandatory requirement is not full filled by bidder, the bid will be rejected.

- i. Bidder must be registered in FBR as Manufacture for Furniture & Fixture.
- ii. Bidder must be registered in FBR as General Order Supplier/Re-Seller for machinery & equipment.
- iii. Bidder having office/Shop at Islamabad/Rawalpindi, Complete Mailing Address. Physical Inspection will be carried out by Technical Committee and issue a certificate that the said office/shop is in at Islamabad / Rawalpindi otherwise bid will be rejected without any reason.
- iv. Bidder must be on Active Tax Payer list of FBR. GST & NTN registration date must be before of invitation to bid.
- v. Bid Security/equal to 4% of quoted bid price (Refundable) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad, should be attached with the **Financial Proposal**.
- vi. The bidder would submit an undertaking on non-Judicial (Original) Stamp paper amounting to Rs.100/- bearing the bidder/company/firm is not blacklisted by any government department. Stamp paper should be issued after date of invitation to bid.
- vii. All Bid Documents must be signed, stamped and attached with Technical Proposal otherwise bid will be rejected.

Date \_\_\_\_\_

Signature & Stamp \_\_\_\_\_

Name \_\_\_\_\_

Technical Proposal Form for Furniture & Fixture

S.No.	Description	Yes/No.
1.	Bidder must be registered in FBR as Manufacture for Furniture & Fixture.	
2.	Bidder having office/Shop at Islamabad/Rawalpindi, Complete Mailing Address. Physical Inspection will be carried out by Technical Committee and issue a certificate that the said office/shop is in at Islamabad / Rawalpindi otherwise bid will be rejected without any reason.	
3.	Bidder must be on Active Tax Payer list of FBR. GST & NTN registration date must be before date of invitation to bid.	
4.	Bid Security/equal to 4% of quoted bid price (Refundable) in shape of pay order / Bank draft (Cheque will not be accepted) <b>in favor of Pakistan Telecommunication Authority</b> , Islamabad, should be attached with the <b>Financial Proposal</b> .	
5.	The bidder would submit an undertaking on non-Judicial (Original) Stamp paper amounting to Rs.100/- bearing the bidder/company/firm is not blacklisted by any government department. Stamp paper should be issued after date of invitation to bid.	
6.	Bid Documents must be signed, stamped and attached with Technical Proposal	

Technical Proposal Form for Machinery & Equipment

S.No.	Description	Yes/No.
1.	Bidder must be registered in FBR as General Order Supplier/Re-Seller for machinery & equipment.	
2.	Bidder having office/Shop at Islamabad/Rawalpindi, Complete Mailing Address. Physical Inspection will be carried out by Technical Committee and issue a certificate that the said office/shop is in at Islamabad / Rawalpindi otherwise bid will be rejected without any reason.	
3.	Bidder must be on Active Tax Payer list of FBR. GST & NTN registration date must be before date of invitation to bid.	
4.	Bid Security/equal to 4% of quoted bid price (Refundable) in shape of pay order / Bank draft (Cheque will not be accepted) <b>in favor of Pakistan Telecommunication Authority</b> , Islamabad, should be attached with the <b>Financial Proposal</b> .	
5.	The bidder would submit an undertaking on non-Judicial (Original) Stamp paper amounting to Rs.100/- bearing the bidder/company/firm is not blacklisted by any government department. Stamp paper should be issued after date of invitation to bid.	
6.	Bid Documents must be signed, stamped and attached with Technical Proposal	

**LIST OF MACHINERY AND EQUIPMENT ITEMS**  
**For Zonal Office Faisalabad, Abbottabad, Sukkur & Gwadar**

S. No.	Description of item	Quantity					Rate per Unit (including GST)	Total Amount
		ZO Faisalabad	ZO Abbottabad	ZO Sukkur	ZO Gwadars	Total		
1	Supplying & installation of UPS of capacity 5 KW of make Homeage or equivalent with battery bank, 2 x batteries of make Phoenix TX 1800 or equivalent of 230 Ampere with one hour backup and all accessories as per satisfaction of engineer.	1	1	1	1	4		
2	Supply of Photocopier capable of making photo state of size A-3 make Canon model IR2525 or equivalent or higher model along with stand. Complete in all respect with 1 year parts warranty as per satisfaction of engineer	1	1	1	1	4		
3	Supply of Fax Machine make Panasonic Model No. KXTF-983 or equivalent or higher specs.	1	1	1	1	4		
4	Supply of Microwave oven of make Dawlance model DW- MD 4 (B) or equivalent or of higher specs with one year warranty.	1	1	1	1	4		
5	Supply of 11 cu.ft Refrigerator Invertor make Dawlance model 9170 WB – NS Inverter or eq. or higher specs, two door with handle complete in all respect with compressor warranty.	1	1	1	1	4		
6	Providing and fixing Panasonic Exchange of model KX- TES 824 or equivalent having following specs 6 Trunks with CLI,24 extensions with CLI 30 Pair MDF,Battery backup for 1 hour Panasonic or equivalent complete in all respect	1	1	1	1	4		
7.	Supplying of Telephone Set CLI make Panasonic KX- TS880 or equivalent and compatible with Quoted exchange.	3	3	3	3	12		
8.	Supplying of Telephone Set CLI make Panasonic KX-	7	7	7	7	28		

S. No.	Description of item	Quantity					Rate per Unit (including GST)	Total Amount
		ZO Faisalabad	ZO Abbottabad	ZO Sukkur	ZO Gwadars	Total		
	T7703or equivalent and compatible with Quoted exchange.							
9	Supply and installation of latest model Reversible Air Conditioner (Split) 1.5 ton/18000 BTU of make Gree, Acson, Samsung or equivalent with auto restart function with standard piping of 10 feet and colored mounting frame.	1	1	1	1	4		
10	Providing of LED-40" make Ecostar or equivalent latest model with all required accessions.	1	1	1	1	4		
11	Providing of LED-50" make Ecostar or equivalent latest model with all required accessions.	1	1	1	1	4		
12	Providing of water Dispenser Local make Dawlance WD 1060 or equivalent.	2	2	2	2	8		
13	Supply of 18" Standing/Pedestal Fan - Standard Model 24 inch- Green make PAK FAN or equivalent complete in all respect.	2	2	2	2	8		
<b>GRAND TOTAL</b>								

**Annex-B**

**List of Furniture & Fixture Items**  
**For Zonal Office Faisalabad, Abbottabad, Sukkur & Gwadar**

S. No.	Picture	Description of item	Quantity					Rate per Unit (including GST)	Total Amount
			ZO Faisalabad	ZO Abbottabad	ZO Sukkur	ZO Gwadar	Total		
1.		Supply of Executive Table with Matching Polish Finish, Worktop & Front Modesty Panel & Leg Structure in MDF Board with formica Pressed, Leatherette writing pad on worktop, Solid Wood Lipping Thickness 3” for Worktop. Executive Side Rack Overall Lipping structure in Solid Wood, Side Rack Top Thickness1-1/2" and rest of the parts in ¾". Complete Finish with High Quality formica as approved by engineering incharge.	2	2	2	2	8		

2.		<p>Supply of Executive Chair Taiwan /Thailand / Malaysia or equivalent. High Back Chair With Knee-Tilt Mechanism, Lockable revolving and tilting mechanism pivoted at the front for extra stability regardless of the degree of inclination. The S-Shape back shell is designed according to the contour of human spine to provide optimum lumbar support. Extra torsion adjustment control to provide the desired synchro-tilt mechanism. Adjustable seat height-gaslift and swivel. Ergonomically designed polypropylene armrests. Guaranteed PU Master Molty-Excel Foam Seat and Backrest. Flexibility in the choice of upholstery-Fabric Leatherette or 5-Prong Nylon with reinforced fiber glass base for added seating support. Twin wheel castors, which meet requirements of BIFMA and DIN Standards as approved by engineering incharge.</p>	2	2	2	2	8		
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3.		<p>Supply of visitor chair. The S- Shape bracket is designed according to the contour of human spine to provide optimum lumber support and encourage proper seating posture. High Frequency comperison process on multi layered veneer shell. Guaranteed PU Moly-Excel Foam Seat &amp; Backrest. Flexibility in the choice of upholstery- Fabric or Leatherette Black Powder Coated Pipe Frame as approved by engineering incharge.</p>	6	6	6	6	24		
4.		<p>Supply of 5 x Five Seater Sofa Set Wood Structure with High Quality High Density Foam. M.S. Powder Coated Leges Structure, upholstered with best quality of Leatherete or fabric as per approved by engineering incharge.</p>	2	2	2	2	8		
5.		<p>Supply of Center Table (size 4x2) top glass in veener board in sheesham design with complete polishing as specified as approved by the engineering incharge.</p>	2	2	2	2	8		

6.		<p>Supply of side table (size 2x2) top Glass, veener board in sheeshm design with complete polishing as specified as approved by the engineering incharge.</p>	4	4	4	4	16		
7.		<p>Supply of Office Table (size 4x2.5), Worktop in laminate finish with PVC lipping on edges, Front Modesty Pannel in laminate finish with imported legs on sides. 2 x Shelf with lock as approved by the engineering incharge.</p>	5	5	5	5	20		

8.		<p>Supply of Revolving Chair Taiwan Thailand / Malaysia or equivalent. Low Back with Knee-Tilt Mechanism Lockable revolving and tilting mechanism pivoted at the front for extra stability regardless of the degree of inclination. The S-Shape back shell is designed according to the contour of human spine to provide optimum lumbar support. Extra torsion adjustment control to provide the desired synchro-tilt mechanism. Adjustable seat height-gaslift and swivel. Ergonomically designed polypropylene armrests. Guaranteed PU Master Moly-Excel Foam Seat and Backrest. Flexibility in the choice of upholstery-Fabric Leatherette or 5-Prong Nylon with reinforced fiber glass base for added seating support. Twin wheel castors, which meet requirements of BIFMA and DIN Standards as approved by engineering incharge.</p>	5	5	5	5	20		
9.		<p>Supply of Side Rack(size 4x1,25) Laminate Finish on 3/4" thick Chipboard with PVC Lipping on Edges, M.S powder coated spacer legs as approved by engineering incharge.</p>	5	5	5	5	20		

10.		<p>Conference Room Table, board with lipping (thickness: 2-1/2") of matching color on edges. Legs 5"x8" Color of laminate as per requirement. Rectangular shape. Seating for 10 Person as approved by engineering incharge.</p>	1	1	1	1	4		
11.		<p>Supply of Executive Chair for Conference Room, Taiwan /Thailand / Malaysia or equivalent. High Back Chair with chromic &amp; Wooden Arms Rocking Mechanism with chromic and wooden armrests.The S-Shape back shell is designed according to the contour of human spine to provide optimum lumber support. Extra torsion adjustment control to provide the desired synchro-tilt mechanism. Adjustbale seat height-gaslift and swivel. Guaranteed PU Master Moly-Excel Foam Seat and Backrest. Flexibility in the choice of upholstery-Fabric Leatherette or 5-Prong Nylon with reinforced fiber glass base for added seating support. Twin wheel castors, which meet requirements of BIFMA and DIN Standards as approved by engineering incharge.</p>	1	1	1	1	4		

12.		<p>Conference Room Visitor Chairs, Low Back Chair with chromic &amp; Wooden Arms Rocking Mechanism with chromic and wooden armrests Extra torsion adjustment control to provide the desired synchro-tilt mechanism. Adjustable seat height-gaslift and swivel. Guaranteed PU Master Moly-Excel Foam Seat and Backrest. Flexibility in the choice of upholstery-Fabric Leatherette or 5-Prong Nylon with reinforced fiber glass base for added seating support. Twin wheel castors, which meet requirements of BIFMA and DIN Standards as approved by engineering incharge.</p>	10	10	10	10	40		
13.		<p>Reception counter. Table Top with lipping Thickness 1" Modesty panel with lipping 1". leg with lipping 1". Shelf with lipping 1", 12mm clear/frosted glass. Round 1-1/2". Dia chrome spacer, Dia chrome pole as approved by engineering incharge.</p>	1	1	1	1	4		

14		<p>Supply of Reception Chair, Taiwan Thailand / Malaysia or equivalent With Permanent contact mechanism lockable at three different positions. Seat Height is adjustable with extra height. High Frequency compression process on multi layered veneer shell. Guaranteed PU Molty-Excel Foam Seat &amp; Backrest. Flexibility in the choice of upholstery- Fabric or Leatherette as approved by the engineering incharge.</p>	1	1	1	1	4		
15		<p>Supplying of Steel Cabinet/Elmirah for office use (Size: 3'6" x 6') powder coating 20 Gauge complete with locking arrangement system as approved by the engineering incharge.</p>	4	4	4	4	16		
GRAND TOTAL									



**CONTRACT FOR SUPPLY OF MACHINERY & EQUIPMENT**

This Service Agreement (the "Agreement") for supply & Installation of Machinery & Equipment is made at ----- on this day \_\_\_\_\_, 2021

By and between

**Pakistan Telecommunication Authority**, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad and its Zonal Office at .....(hereinafter referred to as "PTA" which expression shall where the context admits include its administrators and assigns) of the One Part;

**AND**

\_\_\_\_\_ through Mr..... bearing CNIC ..... having registered place of business at..... (hereinafter referred to as the "**Supplier**" 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. PTA is desirous to acquire the services of Supplier for supply and installation in its zonal office, Faisalabad, Abbottabad, Sukkur and Gwadar.
2. The Supplier is a \_\_\_\_\_ (details of incorporation) being engaged in the business of supply and installation of ("Services") and represents to PTA that it has the requisite expertise and resources to provide top quality of requisite supply as per Annex-A of Bid document and in accordance with highest industry standards and satisfaction of the PTA. The Supplier undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
3. Upon the basis of the representations and warranties of the Supplier contained herein, PTA wishes to appoint the Supplier to provide the **Services**;

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

**4. Scope of Agreement**

4.1 Subject to terms and conditions of this Agreement the Supplier agrees to provide services **at PTA Zonal Office.....** as per mandatory requirements under the Bid document and description of items as prescribed at **Annex-A** of Bid document.

**5. Term**

5.1 Upon signing of this Agreement the Supplier shall be obligated to start Services/work on specified location by PTA within ..... **days** and complete it within projected time **of forty five (45) calendar days**. In case of failure PTA will be entitled to deduct any amount payable to the Supplier and assign the work to any other Supplier at its discretion.

**6. Termination**

6.1 Notwithstanding anything herein contained PTA shall be exclusively entitled to terminate this Agreement;

- 
- a. without advance notice, in case the Supplier is in breach of any of the terms of this Agreement, or in case PTA is not satisfied with the Services or quality as specified being provided by Supplier;
  - b. Without cause, by giving three (03) days advance written notice to the Supplier.
  - c. If the Services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
  - d. In case of such termination, the Supplier shall only be paid for supply of items 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 Supplier within seven (07) days.

6.2 PTA, shall not, because of expiration or termination of this Agreement, be liable to the Supplier for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Supplier.

6.3 The Supplier 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 Supplier, his staff/employees to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by PTA at its sole discretion.

## **7. Deliverables**

7.1 The Services should be of best quality and as per description/specifications mentioned in the Annex-A of Bid document.

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## **8. Charges**

8.1 In consideration of rendition of the Services by Supplier, PTA shall pay the Supplier, rates/charges as specified in **Annexure-A of Bid Document** to the complete satisfaction of PTA.

8.2 Full and final payment will be made after successful completion of work/Supply Order, submission of invoice and after Physical Inspection.

8.3 All payments/amounts paid to the Supplier as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of their Services provided to PTA.

8.4 All payments to be made by the PTA 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.

## **9. Invoice**

9.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A** of Bid document.

9.2 The Supplier 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's office location.

## **10. Confidentiality**

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

## **11. Indemnification**

11.1 The Supplier shall indemnify and hold harmless the PTA, its Chairman, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Supplier or his employees, workers, personal, agents, etc. in connection with this Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

## **12. Warranty and Maintenance**

12.1 The Supplier hereby warrants that all machinery & equipment (hardware and software) as to its performance and functionality are free from and against any and all defects, faults and issues and are under warranty at least for a period of one year or as provided by manufacturer (the "Warranty Period") whichever is higher from the date of commencement of warranty.

12.2 Any fault due to material, workmanship or structural faults or design flaws or technical defects which may be observed during the relevant warranty period specified in clause 6.1 shall be made good on urgent basis (within two weeks) by the Supplier at its own expense which shall include the cost of labour and replacement/fixing/repairing of parts.

12.3 If the Supplier fails to complete the repairs and remedial works to the satisfaction of the PTA within the said period of two weeks specified in Clause 6.2, deduction against the retained money as specified in documents shall be made by the PTA as a consequence of such failure in Services.

## **13. Force Majeure Event**

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

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

13.3 In case of the force majeure event the Supplier shall provide 10 days notice of such event and its inability as a result thereof.

## **14. Dispute Resolution**

14.1 All disputes arising under this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the PTA for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement at the 2<sup>nd</sup> stage the case will be referred to Authority of the PTA through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged in any court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party of this contract may refer the matter of dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

## **15. Governing Law**

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

## **16. Waiver**

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

## **17. Severability**

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

**18. Amendment**

18.1 All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

**19. Assignment**

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

**20. Annexures**

**20.1. Annex-A** of Bid document pertaining to the mandatory requirements, description of item, regarding Quantity and amount including GST, and all other terms and conditions and forms an integral part of this Agreement and has to be read and construed as such this Agreement.

**21. Miscellaneous**

21.1 The performance of Supplier as per terms and conditions given in this Agreement and bidding documents (as an integral part of the contract). Zonal Committees Lahore and Multan will inspect the machinery and equipment as per supply order/terms & conditions as mentioned in bidding documents and issue inspection report.

21.2 No transportation / carriage charges will be paid by PTA for delivery of Machinery & equipment.

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

**SIGNED ON BEHALF OF**

For and on behalf of PTA

For and on behalf of Supplier

\_\_\_\_\_

\_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

**CONTRACT FOR SUPPLY OF FURNITURE & FIXTURE**

This Service Agreement (the "Agreement") for supply of Furniture & Fixture is made at -----  
on this day of \_\_\_\_\_, 2021

By and Between

**Pakistan Telecommunication Authority**, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad and its Zonal Office at .....(hereinafter referred to as "PTA" which expression shall where the context admits include its administrators and assigns) of the One Part;

**AND**

\_\_\_\_\_ through Mr..... bearing CNIC ..... having registered place of business at..... (hereinafter referred to as the "**Supplier**") 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. PTA is desirous of procuring the services of the Supplier for **Supply of furniture** (Hereinafter referred to as "**Services**") in **PTA Zonal Office** .....
2. The Supplier is a \_\_\_\_\_ (*details of incorporation*) which represents to PTA that it has the requisite expertise and resources to provide top quality of requisite supply as per Annex-B of Bid document and in accordance with highest industry standards and satisfaction of the PTA. The Supplier undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
3. Upon the basis of the representations and warranties of the Supplier contained herein, PTA wishes to appoint the Supplier to provide the **Services**;

**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 PTA and Supplier hereby agree as follows:

4. **Scope of Agreement**
  - 4.1 Subject to terms and conditions of this Agreement the Supplier agrees to provide **Services at PTA Zonal Office.....** as per mandatory requirements under the Bid document and description of items as prescribed under Annex-B of Bid Documents.
5. **Term**
  - 5.1 Upon signing of this Agreement the Supplier shall be obligated to start work on specified location by PTA within ..... **days** and complete it within projected time **of forty five (45) calendar days**. In case of failure PTA will be entitled to deduct any amount payable to the Supplier and assign the work to any other Supplier at its discretion.

## 6. Termination

6.1 Notwithstanding anything herein contained PTA shall be exclusively entitled to terminate this Agreement;

- 
- a. without advance notice, in case the Supplier is in breach of any of the terms of this Agreement, or in case PTA is not satisfied with the Services or quality as specified being provided by Supplier;
  - b. Without cause, by giving three (03) days advance written notice to the Supplier.
  - c. If the Services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
  - d. In case of such termination, the Supplier shall only be paid for supply of items 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 Supplier within seven (07) days.

6.2 PTA, shall not, because of expiration or termination of this Agreement, be liable to the Supplier for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Supplier.

6.3 The Supplier 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 Supplier, his staff/employees to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by PTA at its sole discretion.

## 7. Deliverables

7.1 The Services should be of best quality and as per description/specifications mentioned in the Annex-B of Bid document.

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## 8. Charges

8.1 In consideration of rendition of the Services by Supplier, PTA shall pay the Supplier, charges as specified in **Annexure-B of Bid Document** to the complete satisfaction of PTA.

8.2 Full and final payment will be made after successful completion of work/Supply Order, submission of invoice and after Physical Inspection.

8.3 All payments/amounts paid to the Supplier as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of their Services provided to PTA.

8.4 All payments to be made by the PTA 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.

## 9. Invoice

9.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure- B** of Bid document.

9.2. The Supplier 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's office location.

## 10. Confidentiality

10.1 The Supplier, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Supplier and his Employees/workers, personnel,

agents etc. by or behalf of PTA or which otherwise came/come into its/his/their knowledge and relates to the PTA or any of its project.

**11. Indemnification**

11.1 The Supplier shall indemnify and hold harmless the PTA, its Chairman, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Supplier or his employees, workers, personal, agents, etc. in connection with this Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

**12. Warranty certificate**

12.1 The Supplier hereby warrants that all Services provided are free from and against any and all defects, faults and issues and are under warranty. The Supplier shall provide warranty certificate on completion of work that services have been carried out in accordance with requirements/specifications of Annex-B of Bid document.

12.2 Any fault, damage, to furniture and fixture due to material, workmanship or structural faults or design flaws during warranty period as mentioned bidding document then Supplier shall be responsible to repair or replace the faults, defects, design flaws and damaged /out of order furniture & fixture on urgent basis and no additional cost will be paid by PTA.

**13. Force Majeure Event**

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

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

13.3 In case of the force majeure event the Supplier shall provide two weeks notice of such event and its inability as a result thereof.

**14. Resolution of Disputes**

14.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the PTA for amicable settlement /resolution of the dispute at first stage.(ii)In case of failure in settlement, at the 2<sup>nd</sup> stage the case will be referred to Authority of the PTA through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged in any court of Law.(iii)In the event of failure of amicable settlement of dispute as above, either party of this Agreement may refer the dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

**15. Governing Law**

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

**16. Waiver**

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

**17. Severability**

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

**18. Amendment**

18.1 All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

**19. Assignment**

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

**20. Annexures**

**20.1 Annex-B** of Bid document pertaining to the mandatory requirements, description of item, regarding Quantity and amount including GST, and all other terms and conditions and forms an integral part of this Agreement and has to be read and construed as such this Agreement.

**21. Miscellaneous**

21.1 Respective Zonal Committee will inspect the Services/furniture & fixture as per supply order/terms & conditions as mentioned in bidding documents and issue inspection report. No transportation / carriage charges will be paid by PTA for delivery of furniture & fixture.

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

**SIGNED ON BEHALF OF**

For and on behalf of PTA

For and on behalf of Supplier

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\_\_\_\_\_

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_