



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

## Invitation To Bid

### For Supply of GENERATOR (80KW/100KVA)

Pakistan Telecommunication Authority, the telecom regulator having its Zonal Office at Karachi, invites sealed bids from the authorized retailer / distributors / suppliers/- Contractors etc., registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply of 1x Generator (80KW/100KVA).

Bidding documents, containing detailed terms and conditions, etc. are available at Zonal Office, Pakistan Telecommunication Authority, Wireless Compound, Opp. JPMC, Rafiqui Shaheed Road, Karachi. Price of the bidding documents is Rs.500/- (non-refundable-in shape of pay order in favor of PTA). Bidding documents can also be downloaded from [www.pta.gov.pk](http://www.pta.gov.pk) free of cost

The bids, prepared in accordance with the instructions in the bidding documents, must reach at Zonal Office, Pakistan Telecommunication Authority, Wireless Compound, Opp. JPMC, Rafiqui Shaheed Road, Karachi by 10:00 am on 28 March, 2022. Technical Bids will be opened the same day at 10:30 am on 28 March, 2022. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Imran Khan Memon**  
**Assistant Director (Enforcement)**  
PTA Zonal Office Karachi,  
Wireless Compound, Opposite JPMC,  
Raffiqui Shaheed Road, Karachi.  
Phone: 021-35680101, Fax: 021-35680640  
Email: [karachi@pta.gov.pk](mailto:karachi@pta.gov.pk)

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Government of Pakistan

**PAKISTAN TELECOMMUNICATION AUTHORITY**

Zonal Office, Wireless Compound, Opp. JPMC Karachi

Tel # 92-2135680101, Fax # 92-2135680640

[www.pta.gov.pk](http://www.pta.gov.pk), [karachi@pta.gov.pk](mailto:karachi@pta.gov.pk)

**BIDDING DOCUMENTS**

Seal bids are invited from well reputed and authorized retailer/dealers/suppliers/distributors registered with Sales Tax and Income Tax Department having atleast five (5) years of relevant business experience for supply, installation, testing and commissioning of 1x Generator (80KW/100KVA).

Detailed specifications of above-mentioned equipment's are provided in Annex-B of this document. Notice to bid issued on PTA's/PPRA's websites is the part of this bidding document.

**TERMS AND CONDITIONS**

**1. GENERAL INFORMATION:**

- a. Bids duly completed in all respect will be received by 10:00 AM on 28<sup>th</sup> March, 2022. The submission and evaluation of bids will be carried out under Rule 36(b) of PP Rules 2004 i.e; "*Single Stage Two Envelop Procedure*". Technical Proposals will be opened by Technical Evaluation Committee, at PTA Zonal Office Karachi on the same day at 10:30 AM, on 28<sup>th</sup> March, 2022 in the presence of the bidders who may choose to attend.
- b. Bids will comprise of single package containing two separate sealed envelopes. One envelop will contain the "*Technical Proposal*" and the second envelop will contain the "*Financial Proposal*". After announcement of Technical Evaluation Report, technically qualified bidders will be informed of date, time and venue to attend the financial bid opening. Thereafter, the financial bids of technically disqualified bidders will be returned un-opened.
- c. Bids should be addressed to the Director (Enforcement), Pakistan Telecommunication Authority, Zonal Office, Wireless Compound, Opp. JPMC, Rafiqui Shaheed Road, Karachi.
- d. Annex-A, Annex-B and Annex-C are integral part of technical and financial proposals, which may be read/filled carefully, signed and stamped by the bidders. Further, details of the annexures are mentioned below:
  - i. Annex-A (Part A) consists of general mandatory requirements for bidder(s).
  - ii. Annex-A (Part B) consists of technical evaluation of the bidder(s).
  - iii. Annex-A (Part C) consist of required minimum specification of the equipment.

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- iv. Annex-B, comprises of financial bid format, to be followed by all bidders, the bidder should quote its rates clearly for each item, in the financial proposal in both figures and words without any ambiguity.
- v. Annex-C (Part-I) during warranty period service agreement is not required however after expiry of warranty of a service agreement may be signed.
- vi. Annex-C (Part-II) Draft Agreement for After-Sales and Service a service agreement may be signed.
- vii. Annex-C (Part-III) Scope of Activities for Monthly Repair/ maintenance.
- viii. Firms may visit the site office premises for conduct the physical survey if required for formulation and finalization BoQ or bid before the submission of bid. After the submission of bid firm will not claim either they visited the site or not, this will be sole responsibility of firm.

## 2. COMPANY INFORMATION

- a. Name of Firm: \_\_\_\_\_
- b. Date of Establishment of Business: \_\_\_\_\_
- c. (Documentary proof of registration etc.): \_\_\_\_\_
- d. Address: \_\_\_\_\_
- e. Telephone No./ Fax No.: \_\_\_\_\_
- f. GST Reg .No.: \_\_\_\_\_
- g. National Tax No.: \_\_\_\_\_

## 3. EVALUATION CRITERIA

- a. Technical bid shall be opened and evaluated by technical evaluation committee in view of Annex-A of bidding documents. Bidder, meeting the mandatory requirements (Annex-A, Part-A) and obtaining at least 70% marks in Annex-A Part-B, shall be eligible for the participation in financial bid opening.
- b. Financial bids of technically qualified bidders shall be opened and evaluated by Zonal Purchase Committee of PTA Karachi.
- c. PTA reserve the right for the selection of most advantageous bid, which has met the mandatory requirements/ eligibility criteria, secured minimum 70% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost.
- d. If two or more bidders quote equal lowest price in financial proposals, then the work will be awarded to the one having higher technical marks, in technical evaluation.

## 4. BID SECURITY

- a. Bid Security amounting to **Rs.120,000/-** shall be attached with **TECHNICAL**

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## **PROPOSAL.**

- b. Bid Security will be in the shape of pay order / bank draft in favor of Pakistan Telecommunication Authority. Bid Security shall be attached with the Technical Proposal (Cheque(s) will not be accepted) otherwise proposal will not be accepted.
- c. **TECHNICAL BID** without required bid security will be rejected without any right of appeal.
- d. Bid Security of technically disqualified/unsuccessful bidders will be returned along with their financial bids as provided at clause 1(b). Whereas, bid security of technically qualified bidders will be returned after award of supply order/ contract to successful bidder.
- e. In case of cancellation of Supply Order due to default of the supplier, the bid security shall be forfeited in favor of Pakistan Telecommunication Authority.
- f. Performance Guarantee will be limited to 6% of the contract amount. Bid Security of the successful bidder will be adjusted against the performance guarantee. Remaining amount of Performance Guarantee will be deducted at the time of final payment to successful bidder/ contractor. The amount retained as Performance Guarantee will be released after expiry of the warranty period subject to issuance of satisfactory performance certificate by PTA Zonal Office Karachi.

## 5. **PRICES**

- a. The bidder should quote its rates clearly in Pak Rupees against item separately, inclusive of all applicable taxes i.e. GST etc. in the financial proposal and amount in both figures and words as per format attached at Annex-B.
- b. The rates quoted shall remain valid for 120 days from the date of opening of Technical Proposal and any escalation in dollar against Pak Rupees shall not be applicable as well as any increase in price, within validity period of 120 days, shall be borne by the bidder. No such claim shall be entertained by PTA.
- c. PTA will not bear transportation/ carriage charges.

## 6. **PAYMENT PROCEDURE**

- a. No advance payment shall be made against the supply of equipment / software mentioned in the bidding document.
- b. Payment shall be made on provision of invoice/bill, after delivery, installation, testing and commissioning of the equipment /software at PTA Zonal Office Karachi

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and issuance of satisfactory completion/stock verification/physical inspection certificate by Zonal Purchase Committee.

- c. Payment shall be subject to penalty (if any) specified in this bidding document and withholding of applicable taxes as per government rules.
- d. Payment to the successful bidder/ contractor shall be linked with active taxpayer status. If the contractor is not in ATL, no payment shall be made until the bidder appears on ATL of FBR. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA.
- e. Any changes/ revision in sales tax by Government of Pakistan/ Sindh shall be adjusted/ accepted by both the parties as per the applicable law and payment will be made to the contractor accordingly.

## 7. EQUIPMENT

- a. Equipment should be as per the required technical specifications at Part-C of Annex-B, not used or refurbished. The components of the equipment should be assembled by the manufacturer and shall be verifiable at principal manufacturer website.
- b. Equipment should be arranged through the legal channels by clearing all customs/duties/taxes (if any) levied by Govt.

## 8. DELIVERY PERIOD

- a. Delivery & installation of items shall be made within **forty-five (45) calendar days'** time after issuance of supply order including gazetted / public holidays.
- b. Vendor will be responsible for the safe supply& installation of equipments at PTA Zonal Office Karachi with the provision of warranty / support as mentioned in the agreement.

## 9. AUTHORIZED DEALER/PARTNER

- a. Bidder shall be an **authorized** dealer/reseller/distributor/supplier of the quoted brand/manufacturer (OEM) OR the bidder can also be an **authorized** reseller of an authorized distributor/dealer of the quoted brand/manufacturer (OEM). Valid Certificate of dealership/ distributor or any other acceptable proof from the manufacturer is required in the name of the authorized dealer of the quoted brand/ manufacturer. Whereas, in case the **bidder** is an **authorized reseller** of an authorized

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distributor/dealer of the quoted brand/manufacturer (OEM) then following valid certificates would be required:-

- i. Reseller certificate from the authorized distributor/dealer in the name of the bidder; and
  - ii. Authorized dealership/ distributor certificate from the OEM in favor of the distributor/dealer who is further certifying the bidder as its reseller for the quoted brand.
- b. Bidders with joint venture or strategic alliance shall not be allowed.

10. **WARRANTY/TRAINING**

- a. Contractor will be responsible for the provision of free of cost at least three (03) years onsite warranty/support or manufacturer's warranty whichever is higher, himself or through authorized service provider of the quoted brand with labor and parts.
- b. The warranty period will be considered from the actual date of delivery commissioning/ installation of equipment.
- c. Contractor shall be promptly notified by PTA in writing of any claims arising under warranty. Upon receipt of such notice, the Contractor shall repair or replace the defective equipment with the same or equivalent specification within the time-lines provided in the certificate as per Annex-B of this documents, without any cost to PTA.
- d. Contractor shall arrange the operational training /guidance to PTA staff at free of cost and this amount shall not be claimed as additional cost in financial bid.
- e. Contractor shall nominate a field supervisor or company representative in order to conduct field inspections at site atleast twice in a month on regular basis after the execution of contract for timely resolution of complaints. A monthly inspection / visit report for the same shall be submitted by supplier.

11. **PENALTY**

- a. If the supplier fails to supply the items as per supply order or within due time. Then a penalty of 0.25% of total contract amount per week will be charged upto maximum period of four weeks. Thereafter, the supply orders will stand cancelled and bid security will be forfeited.
- b. A penalty of 1% of the Performance Guarantee per day will be charged if the

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faulty parts / required items replacement time exceeds the time mentioned, in the certificate provided as per Annex-A- part A-(3), during the warranty period.

12. **DISQUALIFICATIONS**

- a. Proposals will be liable to be rejected if found non-compliant of Annex-A of this document.

13. **AFFIDAVIT**

- a. Affidavit on non-judicial stamp paper, to the effect that the firm has not been black listed by any government/ semi government/ autonomous body or company, shall be attached with technical proposal.

14. **RIGHTSRESERVED**

- a. Pakistan Telecommunication Authority reserves the rights to cancel the bid, accept or reject any bid as per PPRA Rules 2004.

15. **CHECKLIST**

- a. Bid security in shape of bank draft/pay order attached with technical proposal  
(Yes/No)  
*(cheques are not acceptable)*
- b. Relevant documents for Annex A-B (Yes/No)
- c. List of such projects handled with copies of supply order/contract agreement/  
completion certificate. (Yes/No)
- d. List of clients with telephone numbers and addresses. (Yes/No)
- e. List of employees including technical staff for this project.(Yes/No)
- f. Affidavit on legal paper for not being black listed. (Yes/No)
- g. Copies of authorized dealership/partnership etc. of the principal  
manufacturer for Pakistan. (Yes/No)
- h. Specification and other requirements are met (Yes/No)
- i. Service center is at Karachi City (Yes/No)

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**Technical Evaluation Criteria /Company Profile**

Part A) Mandatory Requirements	
1	Firm has to produce Sales Tax and Income Tax Registration.
2	Firm has to produce authorization Certificate(s) as per clause 9 of these bidding documents
3	Minimum five (05) years of relevant experience to be supported with copy of supply order/, completion certificate/ contract etc.
4	Firm has its office in Karachi.
5	Service/Warranty Centre of the quoted brand is in Karachi (Certificate shall be attached).
6	Bidder should be in both Active Taxpayer List of income tax and sales tax of FBR/ Provincial Revenue Authority (i.e. SRB).
7	Submission of affidavit on non-judicial stamp paper for not been black listed.
8	Minimum 02 supply order alongwith work completion/ performance certificate (Certificates shall be attached).

Note: Failing to meet any of the above-mentioned mandatory requirements will result into disqualification of the bid.

**Technical Capabilities of Bidder**

<b>Part B) General Evaluation*</b>			
<b>Attributes</b>	<b>Max. Score</b>	<b>Points Earned</b>	<b>Criteria</b>
Spare Parts Availability	20		Spare Parts of the quoted model and Depot facility are available at Karachi.
Replacement time for faulty under warranty equipment/parts <b>(Certificate to be attached)</b> (Clause 11(b) referred)	20	20	1-5 working days
		15	6-10 working days
		05	11-15 working days
Total strength of relevant Technical Staff at Karachi (List shall be attached with name, designation).	10	10	Firm has six (06) or more relevant technical staff in Karachi.
		7	Firm has more than 02) and up to five (05) relevant technical staff in Karachi
		5	Firm has up to two (02) relevant technical staff in Karachi
Firm Experience (minimum five (05) years experience required)	25		Five (5) points will be given for each year of experience, beyond 05 years of mandatory requirement.
Projects completed of similar nature (documentary proof to be provided i.e. Supply Orders & work completion certificate)	25		Five (5) points will be awarded for each project of same nature on provision of work completion certificate.
<b>Sub Total</b>	<b>100</b>		
<b><i>Minimum qualifying marks are 70% in above table. All supporting Documents to be attached in sequence as per requirement.</i></b>			

**TECHNICAL EVALUATION**  
**MANADATORY TECHNICAL SPECIFICATIONS FOR SUPPLY AND INSTALLATION OF**  
**GENERATOR**

**TECHNICAL SPECIFICATIONS & REQUIREMENTS**

**1. Genset & Allied Specifications**

**1.1. Engine Specifications**

Rated output (PRP)	80KW/100KVA
Rated output (ESP)	88KW/110KVA
No of Cylinders	4/6
Cycle	4
Aspiration	Turbo Charger & After Cooler
Cooling method	Water
Governing type	Electronic
Electrical Starting System	24 V DC, starter motor
Engine Make	Caterpillar, Cummins, FG Wilson or eq. (imported)
RpM	1500
Fuel System	Direct injection

**1.2. Air System**

**1.2.1. Air Filter type** Dry Element

**1.3. Cooling System**

Ambient Design	50 C
Water Pump Type	Centrifugal- Engine Driven
Radiator and Cooling fab with complete protection/guards	

**1.4. Lubrication System**

Oil Filter Type	Spin on full flow filter
Oil Type	SAE 15W-40
Oil Drain lines with valve.	Available

**1.5. Fuel System**

Fuel Filter	Spin on full flow filter with water separator
Fuel Type	Diesel
Fuel Consumption is to be regulated as per load on it. It should be regulated through electric governing system	

**1.6. Exhaust System**

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

Rated Output (Prime)	65 KW/82 KVA (min)
Rated Output (Stand by)	72 KW /90 KVA (min)
Alternator Make & Model	CAT/ Cummins or equivalent
No of Poles	4
Insulation Class	H
Temp Rise Class	H
Ingress Protection Rating	IP 23
Exciting System	Self-Excited
AVR	Built in the control System of Generator
Voltage	380-440 V
Power Factor	0.8
Frequency	50Hz
Phase	3 Phase
Battery with Battery cables Plus charger	As per OEM recommendation and from OEM make

**1.8. Controller Specifications**

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

**1.9. Enclosure Specifications**

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

**1.10. Fuel Tank & Mounting Specifications**

Formed steel base with integral fuel tank of minimum 250 L capacity if base tank is not sufficient for 250 litre capacity then vendor will provide extra fuel tank along with piping, fittings and installation
Linear vibration Isolator between base and engine - generator

**1.11. Alternator and Engine Coupling Specifications**

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

<p>All automatic protection arrangements against overheating, inadequacy of lubrication, high coolant, temperature, over speed etc. plus safety to personnel and equipment should be provided. The audible alarm shall operate on any fault condition and shall be resettable manually and automatically through a timer after 15 minutes whichever is earlier:                  Following safety devices shall be provided.                  A = Alarm      SD = Shutdown      TD = Adjustable Time Delay</p> <p>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</p>	
Engine Over speed	A, SD (TD=0-2 min.)
Low lube oil pressure	A, SD
High water temperature	A, SD
Over voltage	A, SD (TD=0-30 Sec)
Under voltage	A
Short circuit and tripping of circuit breaker	A, SD (TD=0-1 min.)
Low level in fuel day tank	A, SD (TD=0-5 min.)
High level in fuel day tank	A -
Charger failure	A -
Winding temperature high	A, SD
Over crank	A, SD
Charging alternator failure	A -
Low coolant level	Alarm or shutdown

**1.13. ATS with MoR Panel**

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

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

**1.15. Others**

- Operating Manual
- Standard tool set
- 2 x service sets for the Generator

**Note:**

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- i. Specifications of the quoted new and latest model of 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.

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**FINANCIAL PROPOSAL - GENERATOR**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

**BoQ for Installation of Generator of 80KW/100KVA (Prime) in PTA  
Zonal office, Karachi**

Sr. No.	Item as per the specifications at Annex-A, Part-C	Unit	Qty	Cost/unit	Total	GST	Price Including GST	Remarks
1	Supply, installation, commissioning & Fixation of Generator of 80KW/100KVA (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, Karachi	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

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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
ii	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 must be attached with **technical proposal**, failing which the bid shall be rejected.
- iii. Any inferior Specifications will be rejected. Bidder shall quote only one option, bids with multiple options will be rejected without any right of appeal.

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**DRAFT AGREEMENT**

**(To be executed on Rs.100/- Judicial paper)**

THIS Supply and installation Service Agreement 1x Generator (80KW/100KVA) (the "Agreement") is made on this day \_\_\_\_ of \_\_\_\_\_, 2022.

**By and Between**

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA HQs F-5/1, Islamabad and its Zonal Office at Rafiqui Shaheed Road, Opp. JPMC, Wireless Compound, Karachi (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

**And**

M/s \_\_\_\_\_ through Mr \_\_\_\_\_ bearing CNIC \_\_\_\_\_ having place of business located at \_\_\_\_\_ hereinafter referred to as the " Contractor," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part; (If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

**WHEREAS**

- A. Client is desirous to acquire the services of the contractor for provision, supply and installation of 1x Generator (80KW/100KVA) (hereinafter referred to as "equipments") in its Zonal Office Building at Rafiqui Shaheed Road, Opp. JPMC, Wireless Compound, Karachi, (hereinafter referred to as Building Premises) and have them delivered/supplied and installed and subsequently maintained and supported (hereinafter referred to as the 'Services') by the Contractor in accordance with the terms of this Agreement;
- B. The Contractor is a \_\_\_\_\_ (*details of incorporation*) being engaged in the business of supplying, installation of electrical, electronic equipment, and has agreed to provide the equipments thereafter the services at Client Building Premises on the terms and subject to the conditions as set forth hereunder.

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- C. The Contractor represent that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of equipments and services to the client as per Bill of Quantity ("BoQ") specified in Annex-A of bid documents accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.
- D. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the equipments services in Client Building premises;

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:

**1. Scope of Agreement**

Subject to terms and conditions of this Agreement the Contractor agrees to provide equipments and services as per requirements prescribed under Bidding Documents.

**2. Agreement Documents**

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

- a) Invitation to bid
- b) Bidding documents (*along with its annexures*)
- c) General conditions of Contract/ Special Stipulations as specified.
- d) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- e) Bid security
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the work. Limit of Retention Money.
- h) Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

**3. Term**

3.1 Upon signing of this Agreement the Contractor shall be obligated to provide / deliver the equipments on specified location of Building Premises by Client and complete the services it within projected **time of 45 days**. In case of failure Client will be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

**4. Termination**

4.1 Notwithstanding anything herein contained Clients hall be exclusively entitled to terminate this Agreement

- a) without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the equipment and services or quality of

- equipments being supplied/provided by Contractor;
- b) Without cause, by giving three (03) days advance written notice to the Contractor.
  - c) If the Equipments and Services do not meet the specifications, terms & conditions mentioned in bidding documents attached as Annexure-A.
  - d) In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

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

## 5. Deliverables

5.1 The equipment and services should be of best quality and as per technical specifications mentioned in the Annex-B (Part A&B) and BoQ/Estimates.

## 6. Charges

6.1 In consideration of rendition of the equipment and services by Contractor the Client shall pay the Contractor, charges as specified in Annexure-B subject to physical inspection and to the complete satisfaction of the Client.

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

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

## 7. Invoice

7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in Annexure-B as per actual hereto.

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

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

7.4 The Contractor and its staff / employees shall be bound to obey security and safety rules and

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

## **8. Confidentiality**

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

## **9. Indemnification**

9.1 The Contractor shall indemnify and hold harmless the Client, 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 Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

## **10. Resolution of Disputes**

10.1 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) Zonal Purchase Committee of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) 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 there under, at Islamabad, Pakistan.

## **11. Force Majeure Event**

11.1 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.

11.2 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.

11.3 The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration

of its inability to perform or delay in performing its obligations ("Force Majeure Notification"). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

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

**12. Governing Law**

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.

**13. Waiver**

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

**14. Severability**

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

**15. Amendment**

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.

**16. Assignment**

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

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

For and Behalf of Client

For and on Behalf of: Contractor

Signature:

Signature:

Name:

Name:

CNIC:

CNIC:

Designation:

Designation:

Company Seal:

Company Seal:

Witness-1

Witness-2

Signature:

Signature:

Name:

Name:

CNIC:

CNIC



**DRAFT AGREEMENT FOR AFTER-SALES AND SERVICE**

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

BY AND BETWEEN

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

AND

(insert name of 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 **100KVA/80KW (Prime)** Diesel generator through tender and installed at **PTA Zonal office Karachi**. 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 \_\_\_\_\_, 2022 and ending on \_\_\_\_\_, 2025 both days inclusive, until terminated earlier, in pursuance of the terms and conditions of the Agreement.

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

2.1 PTA shall pay Service and Maintenance charges for Generator Set 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*.
- 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 (REnforcement)  
PTA Zonal Office, Karachi.  
Telephone : 021-35680101  
Fax : 021-35680640

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.

<i>For and on Behalf of</i>	<i>For and on Behalf of</i>
M/s _____ .	Pakistan Telecom Authority PTA Zonal
	Office, Karachi.
<u>Name:</u>	<u>Name:</u>
<u>Designation:</u>	<u>Designation:</u>
<u>CNIC #:</u>	<u>CNIC #.</u>

Signature	Signature
<b><i>Witness 1</i></b>	<b><i>Witness 1</i></b>
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #.
Address:	Address:
Signature:	Signature
<b><i>Witness 2</i></b>	<b><i>Witness 2</i></b>
Name:	Name:
Designation:	Designation:
CNIC #:	CNIC #:
Address:	Address:
Signature	Signature

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**Scope of Activities for Monthly Repair/ maintenance**

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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,dirtetc.)
- (xiii) Checking of fuel tank's inlet and outletstrainers.
- (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.

Authorized Signature of bidder with seal stamp