

Government of Pakistan  
Ministry of Defence



**RE-TENDER DOCUMENTS**

**Tender Ref: 6 /2/PO/2017**

**SUPPLY, INSTALLATION, TESTING AND**  
**COMMISSIONING OF**  
**A 100 KVA DIESEL GENERATOR**

19<sup>th</sup> May 2017

**PART – I**  
**RE-TENDER NOTICE**

1.

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**  
**OF A 100 KVA DIESEL GENERATOR**

1.01 Sealed Technical and financial bids are invited from, *original manufacturers / authorized distributors / suppliers*, registered with Income Tax and Sales Tax Departments for **Supply, Installation, Testing and Commissioning of a 100 KVA Diesel Generator**, at the premises of Ministry of Defence, Adamjee Road, Saddar, Rawalpindi, in accordance with the Public Procurement Rules, 2004.

1.02 Bidding documents containing, detailed terms and conditions, etc. are available at the office of undersigned at cost of Rs.500/-. Bidding Documents can also be downloaded from the Ministry's official website [www.mod.gov.pk](http://www.mod.gov.pk) , free of cost.

1.03 The bids, prepared in accordance with the instructions contained in the bidding documents, accompanied by Draft/Banker's Cheque/Pay Order for deposit of 2% Earnest Money, drawn in favour of the Drawing and Disbursing Officer, Ministry of Defence, Rawalpindi, must reach at the office of undersigned on or before **5<sup>th</sup> June 2017 by 10.30 AM. Bids will be opened on the same day at 11.00 AM.** This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk)

Muhammad Kashif  
Assistant Director,  
Project Office  
Ministry of Defence  
Adamjee Road, Saddar, Rawalpindi  
Phone No. 051-9271130

**1.1 SUBMISSION**

1.1.1 Offers are to be submitted for the subject work in "single stage two envelopes system" as explained herein. The sealed bid document, duly filled in, shall be submitted in the Tender Drop Box kept at the reception Ministry of Defence, Adamjee Road, Saddar, Rawalpindi

**1.2 TENDER DOCUMENTS**

1.2.1 Bidding documents, containing detailed terms and conditions, etc. are available at office of the Assistant Director, Project Office, Ministry of Defence, Adamjee Road, Saddar, Rawalpindi Price of the bidding documents is Rs.500/-. Bidding documents can also be downloaded from the Ministry's website [www.mod.gov.pk](http://www.mod.gov.pk) free of cost.

1.2.2 Amendment of Tender Documents: The Ministry may modify the Tender Documents before the last date for submission of tenders by issuing Addenda which shall be part of the Tender Documents.

**1.3 EARNEST MONEY**

1.3.1 No Tender will be considered which is not made in the prescribed form and which is not accompanied by a deposit of **2% of bid amount as Earnest Money**. Earnest Money Deposit will be accepted only in the form of Demand Draft or Banker's Pay Order from Nationalized /schedule Banks drawn in favour of "The Drawing and Disbursing Officer, Ministry of Defence, Rawalpindi" This shall be placed in an envelope, clearly super- scribed with Tender number,

title and "Earnest Money Deposit" in bold letters. EMD in cash will not be accepted. The offer shall be submitted by the Tenderer in manner explained herein.

#### **1.4 VALIDITY**

1.4.1 The Price Offer must be valid for 60 days from the date of opening of the Tender; otherwise the same will be rejected.

#### **1.5 DUE DATE**

1.5.1 The due date of Tender Submission is 5<sup>th</sup> June, 2017 (1030 hrs PST) and the technical proposal will be opened on the same day at 1100 hours.

#### **1.6 REJECTION**

1.6.1 If the offers are not received according to the instructions detailed herein, they shall be liable for rejection. The corrections and remarks shall be either type written or legibly written and signed.

### **2 DESCRIPTION AND SCOPE OF WORK**

#### **2.1 WORK REQUIREMENTS**

2.1.1 The work included in this Tender comprises the following:

PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 KVA DIESEL GENERATOR SET with all necessary peripherals including cabling and civil work for foundation and all necessary temporary and enabling works. The proposed Diesel Generator Set will serve as a standby source of power supply when state utility power supply through existing sub-station will not be available. Hence, suitable cable termination at the changeover switching needs to be provided.

2.1.1.1 Documentation for all the systems and equipment, including operation and maintenance manuals, spare part lists, licenses and certification by relevant authorities and other statutory bodies.

2.1.1.2 Training of the Ministry of Defence staff in operation, maintenance and defect diagnosis of the system.

2.1.1.3 Maintenance of the Diesel Generator Set and peripherals supplied under the contract over a period of one year from the date of completion of Commissioning.

2.1.1.4 A Guarantee against damage or failure due to defects in design, material and workmanship for the duration of the **Defect Liability Period (12 calendar months)**.

2.1.1.5 Full load testing shall be conducted at the supplier's works and delivery of equipment will be done only after satisfactory testing clearance and approval by the owner.

#### **2.2 SITE FAMILIARISATION**

2.2.1 Before quoting, the Tenderer in his own interest, with prior permission of the Ministry of Defence, shall carry out site visits to know the site conditions and full implications of the

assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

### 2.3 TENDER COSTS

2.3.1 The Ministry of Defence will not reimburse any costs incurred by the Tenderer towards preparation and submission of the Tender.

### 2.4 SITE CONSULTATIONS

2.4.1 The work shall be carried out in consultation with the Project office Ministry of Defence.

### 2.5 DETAILED SPECIFICATIONS 100 KVA DIESEL GENERATOR SET

Sr. No.	Item Name	Description
1	Diesel Engine from a reputable manufacturer i.e. Perkin, Cummins, Caterpillar, VOLVO, DEUTZ, TATRA, FIAT, Mitsubishi, Komatsu, Peter, Rolls Royce, Lister or equivalent	One (01) 100 KVA, 50 Hz, 380/415V, 3 Phase, 4 wire, Plain 6 Diesel Generator Set, Water cooled complete with breaker panel, exhaust silencer, battery and deep sea control panel complete with all necessary accessories.
2	Alternator	Stamford/ Siemens (Single Bearing)
3	ATS/AMF Panel	Auto start/ Auto stop switch, best quality equipment
4	Sound proof/ Weather proof canopy	Appropriate design local made
5	Installation, Testing & Commissioning	Install on appropriate size of PCC Pad, if required. Earthing, testing and commissioning complete in all respect

#### 2.5.1 ALL GENERATORS SHALL COMPLY WITH THE FOLLOWING

- a. Radiator Cooled
- b. Corrosion inhibitor coolant
- c. Paper element filters for fuel, lube oil and by-pass

- d. Flywheel to single bearing alternator with housing.
- e. Dry type air cleaners and vacuum indicators
- f. PT Self Adjusting direct fuel injection system
- g. Residential Silencer – Hospital Type
- h. Stainless steel flexible exhaust bellows
- i. Electronic Control panel with digital governor suitable for synchronization.
- j. 24 V Electric Starter
- k. Battery charging alternator
- l. Electronic Instrument panel as detailed below
- m. Safety Control: High water temperature (HWT), Canopy Temperature (Trip & Indication for), Low lube oil pressure (LLOP), Over speed stop
- n. Air inlet system, Charging system, Control system, Exhaust system.

**2.5.3 EFFICIENCY:**

100% or higher. Performance Guarantee Certificate (Specifically indicated from Authorized agency for Certification) to be provided by the supplier for Type approval and conformity of production testing of Diesel Generator Set.

**2.5.4 BASE FRAME:**

Sturdy, fabricated / welded construction, made out of high quality Steel section suitable for mounting the engine and alternator. The base frame shall be suitably designed to simplify transportation, handling, slinging, E&C. Shall have provision for levelling adjustments, as required during installation.

**2.5.5 AMF CONTROL PANEL (imported LG or other equivalent):**

Cubicle type, floor mounting Control Panel, with dust and vermin proof for accommodating the following: a) Two Nos. ACB – Draw out Type – 800 amps.

EAR Monitor with LCD displays indicating kWh, kW, kVA, pf, Volts, Amps. Hz Indications – RPM, Hour, Oil Pressure, Oil Temperature, Coolant Temperature & Fuel Level Protections – Short Circuit, Over Current, Over Speed, Over Load and Optional Reverse Power Relay, Single Phasing, Phase Sequence.

Safeties – Auto shut down, visual & audio alarm for LLOP, HCT, Low fuel level & Radiator

Water Level. Apart from the above – MCCB of suitable rating, MCBs.

#### **2.5.6 BATTERIES:**

Two 12 Volts Gel type maintenance free Batteries of Standard Make with leads and Terminals shall be part of the equipment. The pack shall be suitably positioned and modular withdraw able to ease of servicing. The Batteries shall be minimum 220 Amperes each. Lower capacity battery pack will not be accepted.

#### **2.5.7 NOISE LEVEL OUTSIDE THE ENCLOSURE:**

75/77/78 dbA at a distance of 1metre under free field condition and adhere to the guide lines of environment department **Govt. of Pakistan**

#### **2.5.8 Data Logger**

Provision to log essential parameters at 1minutes interval shall be provided.

**2.5.9** Desirable maximum ambient temperature without derating: Base level 48 deg C but not less than 45 deg C, considering peak summer temperature.

**2.5.10** Lube oil System: Complete with cooling system, oil temperature monitor, filtration system up to 20 microns, level indicator and fume disposal system to be provided. Fuel system with primary and secondary fuel filter, fuel pump to be provided.

#### **2.5.11 EARTHING SYSTEM:**

##### **For Generator Neutral Earthing: (01 Set)**

- A) Supply, Fixing and Laying of 600mmX600mmX6mm copper plate
- B) Supply, Fixing and Laying of 32mmX10mm copper strip partly underground and partly surface by necessary clamps etc. as required for earthing.
- C) Supply and fixing of PVC Sleeve suitable for 32mmX10mm copper strip.
- D) Supply and fixing of 450mmX450mm heavy duty C.I. Earth pit cover with hinged door, bituminous paint.
- E) Supply and fixing of 32mm dia, 5 Mtr. length G.I. pipe (ISI-Medium) for periodic treatment with G.I reducer.
- F) Supply and pouring of Salt and Charcoal as per requirement.

##### **For Generator Body Earthing: (01 Set)**

- A) Supply, Fixing and Laying of 600mmX600mmX6mm G.I.
- B) Supply, Fixing and Laying of 50mmX6mm G.I. strip partly underground and partly surface by necessary clamps etc. as required for earthing.
- C) Supply and fixing of PVC Sleeve suitable for 50mmX6mm copper strip.
- D) Supply and fixing of 450mmX450mm heavy duty C.I. Earth pit cover with hinged door, bituminous paint.

- E) Supply and fixing of 32mm dia, 5 Mtr. length G.I. pipe (ISI-Medium) for periodic treatment with G.I reducer.
- F) Supply and pouring of Salt and Charcoal as per requirement.

### **3 INSTRUCTIONS TO TENDERER**

#### **3.1 Tender Documents**

Sealed Tenders are invited for the work of “**PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 kVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI**” in accordance with the attached Conditions of Contract, Form of Tender and Price Schedules. Tender means Tenderer’s forwarding letter, making his offer against this Tender together with the return of Tender Documents duly filled and signed.

#### **3.2 Earnest Money Deposit (EMD)**

3.2.1 No bid will be considered which is not accompanied by 2% as Earnest Money which is lodged on understanding that in the event of the bidder withdrawing the bid before the expiry of 90 days from the last date of submission of the bid, the bid shall be cancelled and the Earnest Money deposited shall be forfeited.

##### **3.2.2 The EMD must be lodged by adopting following steps:**

- (A) Earnest Money will be accepted only in the form of Demand Draft or Banker’s Pay order from any Nationalized/ scheduled Bank payable at Rawalpindi. EMD in cash will not be accepted.
- (B) Bids if not accompanied by the requisite EMD shall be treated as invalid and shall not be opened. The Earnest Money will be returned to the unsuccessful bidders on their request without interest after the bids are settled. The Earnest Money will be retained in case of successful bidder and will form a part of the Initial Security Deposit.

#### **3.3 Return of Tender Forms**

3.3.1 TENDERER MUST RETURN THE COMPLETE TENDER DOCUMENTS INCLUDING **FORM OF TENDER** WITH CONDITIONS OF CONTRACT, THE SPECIFICATIONS AND SCHEDULES ETC. DULY SIGNED. ALTERATIONS TO THE CONDITIONS OF CONTRACT, SPECIFICATIONS, ETC. WILL NOT BE ENTERTAINED. ANY TENDER NOT SO SIGNED ON ALL THE DOCUMENTS IS LIABLE TO BE REJECTED.

#### **3.4 Completion Period**

3.4.1 The time required for completion of the work from the date of award of the contract is **two (2)** weeks.

#### **3.5 Filling in Contract Price Schedule**

3.5.1 Tenderer must fill in the rates against all the items of works included in the schedule of quantities and rates and must extend the same indicating the rate applicable and the amount of taxes, duties, levies etc. and give the total figure.



**3.6 Acceptance of the Tender**

3.6.1 The Ministry of Defence reserves its right to accept or reject any or all the Tenders, without assigning any reasons, prior to the acceptance of a bid or proposals, increase or decrease the number of items to be purchased and amend/modify technical specifications.

**3.7 Taxes and Duties**

Tenderers rates and amounts are to be fully inclusive of all taxes and duties. The Ministry of Defence can avail excise duty / custom duty exemption against exemption certificate.

**3.8 Tender Price C&F and FoR**

3.8.1 Tender price shall be inclusive of all charges for design, manufacture/repair, transport, handling, supply and delivery at site, receipt and storage of all material and equipment at site, construction, installation, trials, testing, commission, maintenance for Defect Liability Period, inspection, supervision and certification at all stages by the nominated inspecting agency, training of the staff of Ministry of Defence, supply of spares and special tools, Defect Liability Period and all other incidental charges for the execution of the contract.

**3.9 Cost of Stamps**

3.9.1 The successful Tenderer shall bear the expenditure towards stamps and related expenditure involved in registering of the contract.

**3.10 Mode of Submission of Tender:**

3.10.1 Tenders enclosed in a sealed cover as mentioned in the "Tender Notice" indicating on the envelope the Tender No. and due date and time and endorsed "**PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 KVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI**" and addressed to the Assistant Director (Project Office) Ministry of Defence, will be dropped in the Tender Box kept at his office on or before the due date and time of the Tender submission. Outstation Tenders should be dispatched by post so as to reach Ministry of Defence before 1030 hours (P.S.T.) on the due date.

The Tenderers should specifically note that their offer sent by post or by hand must reach this office on or before the due date and time. **OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED IN TIME.**

3.10.2 All Tenders shall be submitted in duplicate in sealed covers separately as mentioned below:

- (i) The first cover shall contain only EMD in the prescribed manner and shall be sealed & Super-scribed with Tender no. and title and EMD as shown below:

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		<b><u>"EARNEST MONEY DEPOSIT"</u></b>	
		<b>"PROCUREMENT, SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF 100 KVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI"</b>	
		<b>TENDER REF</b>	
		<b>CLOSING DATE</b>	<b>HOURS</b>
		<b>AT</b>	

3.10.3	(ii)	The second sealed cover shall contain Technical Offer (Part – I) along with all Conditions of Contract, Specification, annexures/schedules, attachments etc, in original and shall be sealed and super-scribed as shown below:
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**“TECHNICAL BID”**

**“PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 KVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI”**

TENDER REF \_\_\_\_\_

CLOSING DATE \_\_\_\_\_ AT \_\_\_\_\_ HOURS

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**Schedule of Attachments (as proof of technical compliance) to be completed by the Tenderer for the Technical Bid**

Conditions of Contract, Specification, Annexures and Schedules duly signed.

Item	Title	Attached?
A	Only well reputed, original manufacturer of complete 100 KVA Diesel Generator Set including Engine, Alternator and accessories or manufacturer's authorized supplier/service provider of the same are eligible to participate in the tender. Furnish sufficient and adequate proof in support of the above. <u>Note: No assembler or reseller shall be considered. Combination of different makes of Engine and Alternator is strictly not acceptable.</u>	
B	Credential of supply and installation of at least 1 nos. 100 kVA Diesel Generator Set to Federal, Provincial, Defence, Public Sector or National Institutes during last two (2) years ending 30 Jun 16. Furnish list supported by copies of work order / completion certificate.	
C	Availability of authorized service Centre in Rawalpindi/Islamabad: Address and contact details to be furnished.	
D	Furnish details of competent testing authority for certification of equipment parameters and Performance Guarantee of the Diesel Generator Set. Schedule of principal items which the Tenderer proposes to supply	
E	Under the contract. Make, capacity, power requirements etc. should be mentioned.	
F	Outline General Arrangement Drawing(s) of principal items.	
G	Tenderer's Technical Proposals including compliance statement against each point of Technical Specification along with this offer.	

(iii) The third sealed cover shall contain only the Price Offer (Part - II), in duplicate, and shall be sealed, super-scribed as shown below:

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**“PRICE OFFER”**

**“PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
100 kVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI”**

TENDER REF \_\_\_\_\_

CLOSING DATE \_\_\_\_\_ AT \_\_\_\_\_ HOURS

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- (iv) The fourth sealed cover shall contain all the above three sealed covers and shall be super-scribed with Tender No. title and **“Complete Offer”** as shown below:

**“COMPLETE OFFER”**

**“PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
100 kVA DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI”**

TENDER NUMBER \_\_\_\_\_

CLOSING DATE \_\_\_\_\_ AT \_\_\_\_\_ HOURS

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- 3.10.4 If the offers are not received according to the instructions detailed herein, they shall be liable for rejection.
- 3.10.5 The Tender will be opened in the presence of the Tenderers or their representatives who may wish to be present on scheduled date and time of opening the Tenders.
- 3.10.6 Evaluation of technical offers will be done first on the basis of criteria given in the Schedule of attachments. Price bids of technically qualified bidders only will be opened thereafter.

#### **4 CONDITIONS OF CONTRACT**

##### **4.1 Application**

- 4.1.1 Unless otherwise provided for in the Contract Documents, these Conditions shall apply to the work of all sections of the Specifications attached herewith.

##### **4.2 Definitions and Interpretation**

- 4.2.1 Whenever the following words and expressions occur in the Contract Documents, they shall have the meanings herein assigned to them except where the context otherwise requires:

###### **4.2.1.1 Owner / Purchaser**

The 'Owner' / 'Purchaser' means the Ministry of Defence and referred to throughout in the Contract Documents by 'Owner' or 'Purchaser' or 'the Ministry of Defence having its premises at Pak Sectt No.II, Rawalpindi. The word 'Owner' or 'the Ministry of Defence' when used in conjunction with the words 'as directed', 'where directed', 'approved', 'subject to approval', 'satisfactory', 'accepted', 'equal to', 'proper', 'determined by' shall mean the Additional

Secretary-II Ministry of Defence or any other official nominated by the Owner / Purchase from time to time.

#### **4.2.1.2 Contractor**

The 'Contractor' and/or 'Diesel Generator Set Contractor' is the successful Tenderer who is awarded the Contract by the Owner to perform the Works covered by this Contract and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives or assigns approved by the Owner and will be referred to as if of masculine gender and singular number, throughout in these Documents.

#### **4.2.1.3 Sub-Contractor**

The term 'Sub-Contractor' used herein refers to a party or parties having a direct Contract with the Contractor to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Owner.

#### **4.2.1.4 Work**

'Work' means the work to be executed in accordance with the Contract and includes extra works and temporary works.

#### **4.2.1.5 The Contract**

'The Contract' means and includes the documents listed in of the Form of Agreement.

#### **4.2.1.6 Constructional Plant**

'Constructional Plant' means all appliances or things of whatsoever nature required in or about the execution and completion of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools, but does not include materials or other things intended to form or forming part of the permanent work.

#### **4.2.1.7 Contract Price**

'Contract Price' means the sum agreed to and named in the Letter of Intent of Contract.

#### **4.2.1.8 Drawing**

'Drawing' means all drawings, calculations and technical information of a like nature provided by the Owner to the Contractor under the Contract and all drawings, calculations and technical information of a like nature submitted by the Contractor and approved by the Owner.

#### **4.2.1.9 Site**

'Site' means the lands and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Owner for the purpose of the Contract.

#### **4.2.1.10 Month and Week**

'Month' means English/Gregorian Calendar month; 'week' means calendar week.

#### **4.2.1.11 Excepted Risks**

The 'Excepted Risks' are riot (in so far as it is uninsurable), war (whether war be declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or acts of God such as earthquake, floods, cyclone, hurricane etc., or use or occupation by the Owner of any portion of the Works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the 'Excepted Risks').

#### **4.2.1.12 Commencement Date**

'Commencement Date' means the date for the commencement of the contract as stated in the Letter of Intent (LOI) or the Letter of Award (LOA).

#### **4.2.1.13 Letter of Intent (LOI) and Letter of Award (LOA)**

'Letter of Intent' means a letter issued by the Owner to the successful Tenderer to notify him of intent to award him the contract; 'Letter of Award' means a letter issued by the Owner to the successful Tenderer to notify him that he is awarded the contract.

### **4.3 Drawings**

- 4.3.1 The Contractor is to provide and make at his own expense working or progress drawings required by him or necessary for the proper carrying out of the works and shall furnish copies of the same free of cost to Ministry of Defence for his acceptance and information.

### **4.4 Contractor to Execute Contract Agreement**

- 4.4.1 The Contractor shall after acceptance of Tender enter into and execute a Contract Agreement, within 15 days of issue of LOI/LOA, to be prepared as per **FORM OF AGREEMENT**. Until such Contract Agreement is executed the Conditions of Contract, Instruction to Tenderers, Scope of Work & Specifications, Price Schedule, Drawings and the Tender together with their acceptance thereof, shall be construed as Contract between the Owner and the successful Tenderer. No payment will be made to the Contractor until the Agreement is signed by him. The Contractor shall prepare and finalize the Contract Agreement for signing the formal Contract Agreement. After signing, Contractor shall prepare and submit the full contract documents to Owner duly well bound in both original and copy.

### **4.5 Contractor to Satisfy Himself on All Points**

- 4.5.1 The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself or shall be deemed to have satisfied himself before submitting his Tender as to the form and

nature of the Site, ground and nature of the work, the means of access to the Site, the means of disposal of debris, the working space he may require, any other local conditions and in general shall himself obtain all necessary information as to risks, contingencies and any other circumstances which may influence or affect his Tender. No extra claim whatsoever shall be entertained on account of misunderstanding or otherwise of the prevailing conditions as well as scope of work.

#### **4.6 Earnest Money and Security Deposit**

- 4.6.1 Earnest Money, the amount of which is specified in the Tender Notice/ Document deposited in the ways specified in the Instructions to Tenderer must accompany the Tender without which the Tender will not be considered at all.
- 4.6.2 Security Deposit shall be deducted from the progressive bills including final bill at ten per cent (10%) of each R.A. Bill/ Final bill value till such time the total deduction together with EMD already taken shall constitute ten percent (10%) of the total contract value.
- 4.6.3 Security Deposit which shall be converted to Performance Bond after completion of work and shall be refunded after completion of Defect Liability Period without interest and after deduction, if any, made there-from under the provision stated below, on due successful completion of the work.
- 4.6.4 If the Contractor fails to carry out the work or perform or observe any of the Conditions of Contract, the said Security Deposit may be liable to forfeiture at the option of the Owner. The Owner will also be at liberty to deduct from the Security Deposit or from any sum due or to become due or under any other Contract with the Contractor sums that may become due to the Ministry of Defence by virtue of any of the terms hereof.

#### **4.7 The Contract and General Obligations of the Contractor**

- 4.7.1 Applicability of Laws on the Contract
- 4.7.1.1 The Contract documents shall be drawn-up in English language.
- 4.7.1.2 The contract shall be governed by acts as applicable only within the jurisdiction of the Rawalpindi District
- 4.7.1.3 The Contract shall be governed by the following by the PEPRA ordinance.

#### **4.7.2 Unless otherwise stated in the Conditions of Contract:**

- a) the Owner shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Work, and any other permissions described in Specification as having been (or being) obtained by the Owner; and the Owner shall

indemnify and hold the Contractor harmless from and against the consequences of any failure to do so; and

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Work and the remedying of any defects; and the Contractor shall indemnify and hold the Owner harmless from and against the consequences of any failure to do so.

#### 4.7.3 Labour Employed by the Contractor on Day Work Basis

4.7.4.1 Any labour supplied by the Contractor for the work on a day work basis either wholly or partly under the direct orders and control of the Contractor or his Representative, shall be still deemed to be person employed by the Contractor.

4.7.4.2 The Contractor shall employ no workmen below the age of 18 years on the work in construction of any nature.

4.7.4.3 The Contractor shall observe all the safety precautions as stipulated and necessary to ensure safety of his staff as well as material. Appropriate Personal Protective Equipment (PPE), and other necessary safety equipment is to be provided to staff while working and the staff are to be properly trained to use such safety equipment and to observe the safety norms.

#### 4.7.5 Discrepancies in Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained by Ministry of Defence who shall there upon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a) The Contract Agreement.
- b) The Letter of Intent.
- c) The Conditions of Contract.
- d) The Specification
- e) The Price Schedule / Bill of Quantities.
- f) The Description and Scope of Work
- g) The Instructions to Tenderers.
- h) The Drawings.
- i) The Tender.

- j) Any other document forming part of the Contract which is stamped, signed and dated by the competent representatives of the Owner and the Contractors. Except that, where expressly stated, particular documents shall have higher priority.

#### **4.7.6 Subletting by Contractor**

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of Ministry of Defence. Even if such permission be granted, the Contractor shall remain responsible (a) for the act, defaults and neglect of any Sub-Contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the Contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause. However, all lapses delays due to sub-contractor will be treated as contractual failure solely on Contractor's part.

#### **4.7.7 Contractor's Rates to be Fully Inclusive**

Unless otherwise specified, the Contractor shall be deemed to have included in this Tender / Offer all his costs for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the Site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities, Insurance and other things of every kind required of the construction, erection, completion and maintenance of the work including contractor's overhead and profit.

In case of any statutory or imposition of new taxes and duties after submission of the bid due to notification of Government of Pakistan during the contract period and if applicable to the end product, the same may only be considered by Owner against documentary evidence'.

#### **4.7.8 Contractor to be Fully Responsible**

4.7.8.1 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from Ministry of Defence or his Representative. The Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared / proposed / used by the Contractor.

4.7.8.2 The Contractor shall submit design of the civil works to the Owner within one (1) weeks from the Commencement Date for approval.



4.7.8.3 The Contractor shall submit detailed specifications, complete and detailed schedules of materials and components for the works to Owner within one (01) weeks from the Commencement Date for review/acceptance.

#### **4.7.9 Supervision by Contractor**

The Contractor shall provide necessary and adequate supervision during the execution of the works and as long thereafter as the Owner or his Representative shall consider necessary during the Defect Liability Period.

The Contractor or his competent and authorized agent or representative shall be constantly at site and instructions given to him by the Owner or his Representative in writing shall be binding upon the Contractor. The Contractor shall inform the Owner in writing about such representative / agent of him at site. Replacement of any of the authorized agent of the Contractor during the currency of Contract shall only be with prior written approval of the Owner.

#### **4.7.10 Contractor to Keep Qualified Personnel at Site**

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Owner shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at Site and the Contractor shall within 48 hours from the receipt of instruction comply with such instruction without any demur, whenever the Owner shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

The Contractor shall maintain a 'Site Order Book' at the work site to keep record of the order/instructions issued by Owner and its compliance by the Contractor and a 'Hindrances Register' to record hindrances, if any, duly countersigned by Owner.

#### **4.7.11 Care of the Work**

From the commencement of the works till issue of the completion certificate the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Owner, failing which the Owner or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Owner, shall be recovered from the Contractor.

#### **4.7.12 Safety**

The Contractor shall strictly follow and maintain the safety measures while executing the work at site as per standard safety measures and rules.

#### **4.7.13 Performance Guarantee**

The Contractor shall carry out the services in conformity with generally accepted norms and sound standards of engineering and safety. The Contractor shall be responsible for carrying out the works in compliance with the Specifications and Codes. In the event of any deficiency in these works, the Contractor shall promptly rectify the offending works for which the Ministry of Defence shall not be required to pay any additional compensation.

#### **4.7.14 The Ministry of Defence's Rules & Regulations to be followed.**

The Contractor and all his agents / employees at the Site or, in and about the work shall be controlled and governed by the rules and regulations of the Ministry of Defence restricting the conduct of persons within its premises.

#### **4.7.15 Accidents**

The Contractor shall within 24 hours of the Occurrence of any accident at or about the Site or in connection with the execution of the work, report such accident to the Owner and shall take all steps as is required by the prevailing law.

### **4.8 Tests on Completion**

#### **4.8.1 Contractor's Obligations**

The Contractor shall carry out the Tests on Completion in accordance with specification.

The Contractor shall give to the Owner 7 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion.

The Contractor shall submit a certified report of the results of these Tests to the Owner.

### **4.9 Terms of Payment**

#### **4.9.1 Payment Schedule**

4.9.2 The schedule of payment based on major milestones shall be as under in terms of percentage of the total price. This schedule shall be strictly adhered to and at no instance shall the contractor be due for any interim payments other than specified in this clause.

##### **a) Stage –I Payment:**

**5%** (Five percent) on completion of Generator Foundation as per approved design and drawing.

b) **Stage –II Payment:**

**40%** (Forty percent) on delivery at site of the main components of the Diesel Generator Set in ready to assemble form after inspection by the Owner / Purchaser at the works of the manufacturer.

c) **Stage – III Payment:**

**25 %** (Twenty Five percent) on erection, assembly of Diesel Generator Set and completion of tests/trials, commissioning and certification by the Certification Agency.

d) **Stage –IV Payment:**

**30%** (Thirty percent) on completion of training to the staff of the Ministry of Defence and supply of documentation, as fitted drawings, Operation & Maintenance manual etc.

4.9.3 All payments shall be subject to deduction of income-tax at source as per Income Tax Act and Income Tax Rules.

**4.10 Delay/ Extension of Completion Time / Liquidated Damage / Risk Purchase/ Termination of Contract**

**4.10.1 Extension of Completion Time**

Should the quantum of additional work of any kind and/or for the reasons of 'Excepted Risks' cause delay in completion of the work, the Contractor shall apply to the Owner in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Owner shall there upon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and grant the extension period as he would deem proper for completion of the work, with or without the imposition of 'Liquidated Damage' on the Contractor. The decision of the Owner shall be binding on the Contractor. If an extension of completion time is granted by the owner without imposition of Liquidated Damage, the Liquidated Damage shall apply from the date of expiry of the extended period, if the work were not completed with the extended time.

**4.10.2 Liquidated Damage or Other Compensation**

4.10.2.1 If the Contractor fails to complete the work within the stipulated date as per Contract, the Contractor shall pay as compensation (Liquidated Damage) to the Owner and not as penalty

at the rate of 1% (One percent) of the total value of work (Contract Price) as mentioned in the LOI or LOA, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the Contract Price.

#### **4.10.3 Risk Purchase**

4.10.3.1 Without prejudice to any of his legal rights, the Owner shall have the power to recover the said amount of compensation / damage, from any amount due or likely to become due to the Contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the Contract and in case of the Contractor's failure and at the absolute discretion of Ministry of Defence, the work may be ordered to be completed by some other agency or departmentally at the risk and expense of the Contractor, after a minimum 7 days notice in writing has been given to the Contractor by the Owner.

#### **4.10.4 Termination of Contract**

Without being liable for any compensation to the Contractor, the Owner may, in his absolute discretion, terminate the Contract in part or as a whole after giving him a minimum 7 days notice in writing, due to occurrence of any of the following reasons and decision of the Owner in this respect shall be final and conclusive:

- a) The Contractor has abandoned the Contract.
- b) In the opinion of the Owner, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Owner's written notice to proceed with the work.
- d) The Contractor has failed to remove materials from Site or to dismantle or demolish and replace work for 2 days after receiving from the Owner the written notice stating that the said materials or work were condemned and rejected by him under this conditions.
- e) The Contractor is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.
- f) Any bribe, commission, gift or advantage is given, promised or offered by or on

behalf of the Contractor to any officer, servant or representative of the Owner or to any person on his or their behalf in relation to the execution of the Contract.

- g) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

4.10.4.1 In all such cases of Termination of work, the Owner shall have the Power to complete the work through any other agency or departmentally at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the Contract.

4.10.4.2 The Owner shall have the power to retain all amounts due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Owner are known in all respect.

#### **4.11 Defect Liability and Refund of Performance Bond**

##### **4.11.1 Contractor's Obligation for Defect Liability**

The work including equipment or any component thereof are to be guaranteed for satisfactory performance for the period of **twelve (12) Calendar months** from the date mentioned in the Completion Certificate to be issued by the Owner, unless otherwise agreed in writing by the OWNER will be deemed as the 'Defect Liability Period'. Any defect / fault, which may appear in the work during aforesaid guarantee period, arising, in the sole opinion of the Owner, from the defective material and or due to improper design and or due to defective drawing or due to faulty workmanship, or not in accordance with the Contract and shall, upon the written notice of the Owner, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Owner, failing which the Owner shall have the defects amended and made good through other agency or departmentally at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Owner. During the above guarantee period, the contractor shall assume full responsibility for rectifications of any defective equipment or components thereof including all direct expenses relating to removal and repositioning of replacement/repared equipment or component thereof and subsequent test and trial, incurred thereon without any financial implication to Owner.

##### **4.11.2 Certificate of Final Completion**

The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Owner, until a Final Completion Certificate shall have been signed and issued by the Owner after all obligations under the Contract including that in the Defect Liability Period, if any, have been fulfilled by the Contractor.

#### **4.11.3 Refund of Performance Bond**

On completion of the Contract in the manner aforesaid, the Contractor may apply for the refund of his Performance Bond by submitting to the Owner (a) The Receipts granted for the amount of Security held by the Owner, and (b) his 'No further claim' Certificates where upon the owner shall issue Certificate and within two months the Owner shall refund without interest the balance due against the Performance Bond to the Contractor, after making deduction there from in respect of any sum due to the Owner from the Contractor.

#### **4.12 Removal of Defective Work**

4.12.1 If the defect or damage cannot be remedied expeditiously on the Site and the Owner gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged.

#### **4.13 Right of Access**

4.13.1 Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonable required in order to comply with this Clause, except as may be inconsistent with the Owner's reasonable security restrictions.

#### **4.14 Contractor to Search**

4.14.1 The Contractor shall, if required by the Owner, search for the cause of any defect, under the direction of the Owner.

#### **4.15 Unfulfilled Obligations**

4.15.1 After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

#### **4.16 Clearance of Site**

4.16.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

4.16.2 If all these items have not been removed within 15 days after the Owner issues Completion Certificate, the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

4.16.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Owner's costs, the Contractor shall pay the out-standing balance to the Owner.

#### **4.17 Settlement of Disputes**

4.17.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof during the tenure of after expiration/termination of this Contract. However, the decision of Ministry of Defence shall be final.

**ANNEXURES TO CONDITIONS OF CONTRACT**

**ANNEXURE - A**

**FORM OF TENDER**

**PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 kVA  
DIESEL GENERATOR SET AT MINISTRY OF DEFENCE**

Date \_\_\_\_\_

Invitation for Bid No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To,

The Assistant Director (IT)  
Project Office, Ministry of Defence,  
Rawalpindi

**Supply, Installation, Testing & Commissioning Of 100 kVA Diesel Generator Set at Ministry of Defence.**

Sir,

1. I/We the undersigned having examined the Tender Documents and the Site of Works as above hereby submit this Tender amounting to the sum as indicated in Envelope-2 and should the same be accepted hereby undertake to execute and complete all the relevant works as set forth in the Tender Documents or in default thereof to forfeit and pay to Ministry of Defence, the sum of money mentioned in the aforesaid Documents.
2. I/We agree to keep the Tender open for acceptance for the period of 60 days from the due date of submission of the same and in default agree that the amount of Earnest Money deposited along with the Tender may be forfeited.
3. I/We undertake to complete and deliver the whole of the Works covered under this Tender within a period of two (02) weeks from the Date of Commencement.
4. The Earnest Money as required in Invitation for Bid is being enclosed duly endorsed in favour of the Drawing and Disbursing Officer, Ministry of Defence, the full value of which may be retained by the Ministry of Defence, in part payment of the Security Deposit as called for and in case this Tender is accepted.
5. I/We also undertake to enter into a Contract with the Ministry of Defence, by executing an Agreement in the prescribed Contract Agreement Form with such additions and alterations there to which may be necessary to give effect to the acceptance of the Tender.
6. My/our Sales Tax Registration no. is \_\_\_\_\_.
7. My/our Permanent Income Tax Account No. is \_\_\_\_\_.



8. Ours is a company with limited liability and a copy of our memorandum and articles of association will be sent for perusal upon acceptance of our order.

Dated.....day of ..... .2017

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenderer

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**PART - II**

Tender Ref:

**PROCUREMENT, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 100 kVA  
DIESEL GENERATOR SET AT MINISTRY OF DEFENCE, RAWALPINDI**

S.No.	DESCRIPTION OF ITEM	QTY./UNIT	UNIT PRICE	AMOUNT (PKR)
1	Providing drawings of Foundation Shed, Electrical SLD, Equipment General Arrangement, and Quality Assurance Plan. Civil Work for foundation, deck (including supply of materials, labour tools and tackles) and structural shed made of MS tubular sections & colour-coated metal sheet including necessary fasteners and synthetic enamel painting all complete as per approved drawing and design in accordance with relevant Code if any.	LS		
2	Procurement, supply, installation, testing & commissioning of 100 kVA diesel generator set as per technical specification given in the tender including mineral wool cladded exhaust pipe system, cladded residential silencer, inspection port for including arrangement, cabling and civil work all complete as per approved drawings and specification. Price without canopy.	01 No.		
3	Sound /Weather proof canopy for Gen Set.	01 No.		
4	Supply, laying and termination of 4-Core, 95 sq mm, Copper Cable complete in accordance with approved drawing and specification.	*100 m		
5	AMF/ATS as specified in tender	01No.		
	<b>Total contract price, Rs</b>			
		*As per requirement		

**In words:** \_\_\_\_\_

Signature of Tenderer

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

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

Place: \_\_\_\_\_

Address: \_\_\_\_\_

Company seal