حبيب بينك	Deposit Customer
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Total Amount in Words.	Commission (if any)
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Depositor's Name ۲۴۶۵۰۵۲ Contact No. بنایناین Depositor's CNIC No. بنایناین Cor nor's CNIC No. ۲۰۶۵۲ کی کنیز (For non-HBL/Walk-in Customers. Also attach CNIC Copy) Depositor's Account No.	Branch: 0454-ISLEMABAD-SECRETARIA Account:PUBLIC PROCUREM Date' 2025-06-04 IBAN PK17HABB0004540013100701 Amount **********15,000.00 PKR Charges ******************************

4 p 4 **PTA** 

PID (I) 8432/24

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

**"SAY NO TO CORRUPTION"** 

Tender No. 07/CW/2025

# **REQUEST FOR PROPOSAL** HIRING OF ELECTRICAL CONSULTANT FOR REVIEW AND UPGRADATION OF ELECTRICAL INFRASTRUCTURE OF PTA HQS, F-5/1, ISLAMABAD

Pakistan Telecommunication Authority invites Electronic Proposal from the Consultant Firms/ individual Consultant, registered with Income Tax and Sales Tax Department for the services of <u>review and upgradation of electrical</u> <u>infrastructure</u> of PTA HQs, F-5/1, Islamabad. Method of selection Least Cost will be used.

- 2. Electronic Request for Proposal containing detailed requirements, terms and conditions is available for the registered bidders on e-PADS at (www.eprocure.gov.pk)
- 3. The Electronic Proposal, prepared in accordance with the instructions in the RFP, must be submitted through EPADS on or before June 24<sup>th</sup>, 2025 at 11:00 AM. Manual bids, shall not be accepted. The electronic Proposals will be opened on the same day by using EPADS at 11:30 AM.
- 4. In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Notification of said GRC is provided on the www.pta.gov.pk and on EPADS at (www.eprocure.gov.pk).

# Director (Civil Works) PTA Head Quarters,

F-5/1, Islamabad.Ph.: 9225357, 9225352 Fax: 051-2878149 Email Address: asifsaeed@pta.gov.pk Pakistan Telecommunication Authority



Telecom Regulator

### PTA Headquarters, F-5/1, Islamabad. http://<u>www.pta.gov.pk</u> *"Say No to Corruption"*

Tender No. <u>07/CW/2025</u>

# **Request for Proposal**

# Hiring of Electrical Consultant for review and upgradation of electrical infrastructure of PTA HQs, F-5/1, Islamabad

Pakistan Telecommunication Authority invites Electronic Proposal from the Consultant Firms/ individual Consultant, registered with Income Tax and Sales Tax Department for the services of **review and upgradation of electrical infrastructure** of PTA HQs, F-5/1, Islamabad. Method of selection Least Cost will be used.

2. Electronic Request for Proposal containing detailed requirements, terms and conditions is available for the registered bidders on e-PADS at (www.eprocure.gov.pk)

3. The Electronic Proposal, prepared in accordance with the instructions in the RFP, must be submitted through EPADS on or before <u>June 24<sup>th</sup>, 2025 at 11:00 AM</u>. Manual bids, shall not be accepted. The electronic Proposals will be opened on the same day by using EPADS at 11:30 AM.

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SD/-Director (Civil Works) PTA Head Quarters, F-5/1, Islamabad. Ph.: 9225357, 9225352 Fax: 051-2878149 Email Address: <u>asifsaeed@pta.gov.pk</u>



Government of Pakistan PAKISTAN TELECOMMUNICATION AUTHORITY HEADQUARTERS, F-5/1, ISLAMABAD <u>http://www.pta.gov.pk</u> **"Say No to Corruption"** 

# **Requests for Proposal**

# <u>(RFP)</u>

Hiring of Consultant

For

<u>Review and upgradation of electrical</u> infrastructure of PTA HQs, F-5/1, Islamabad

# 1.0 **Letter for Invitation**

- Consultants (individual or firms) registered with PEC for year 2025/2026 having min 3 years of experience are invited to show their expression of interest for <u>review and</u> upgradation of electrical infrastructure of PTA HQs, F-5/1, Islamabad.
  - PTA HQs building was constructed in year 1999. Building is comprised of Basement + Ground + 5 floors and addition block of 3 floors. Area of each floor is approx. 7000 sq.ft.
  - ii. Electric load of PTA HQs has substantially increased in the past 25 years and most of the electrical infrastructure has spent its useful life. There is need to hire a consultant which will review/evaluate the existing system and recommend the changes/upgradation required in the system as per the existing electrical load and future requirements.
  - iii. The selection process will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two envelop Procedure of PPRA Rules.
- 2. The major components of the consultancy include the following:
  - i. Calculation of the Existing electrical load and Future requirements of PTA.
  - Review of the Existing electrical infrastructure of the PTA e.g. transformers, bus bars, ATS switches, electrical panels, Breakers, SPDs and allied equipment installed in the basement and recommendations for new ones if required.
  - iii. Evaluation of existing Earthing system and provision of design of lightning Arresters.
  - iv. Review/ Analysis of existing fire Alarm system and its upgradation if required.
  - v. Review of existing firefighting equipment and its upgradation
  - vi. Any other recommendation as per prevailing industrial electrical standards and Government requirements
  - vii. It is envisaged that existing two transformers i.e. 200 KVA and 500 KVA need upgradation/replacement due to increase in load from IESCO. It will be responsibility of the consultant to check those as per existing load and future requirements of PTA and get them installed after taking all necessary approval from IESCO. This include any study, design reports etc. for getting approval from

IESCO. PTA will make all government dues/cost made to IESCO on production of demand note. All other costs will be borne by the vendor.

- viii. Approval of Electrical Inspector if required including all costs. Governmental dues will be made by PTA.
- ix. Preparation of Detailed design, electrical drawings, BoQs, technical specifications and Tender documents for hiring of Contractor for as as per PEC, CDA and IESCO guidelines.
- x. Estimates shall be prepared as per MES Schedule rates 2021 where possible.
- xi. Supervision of works and verification of contractor's invoice and provision of Completion certificate.
- 3. Information required for evaluation
  - Interested consultants are invited to apply for the services by sending following information as per specified format included in this document:
    - a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm.
    - Certificate of registration as consultant in the relevant categories with PEC for year 2025/2026.
    - c. Valid Enlistment with IESCO as consultant.
    - d. Registration with Tax Authorities for NTN, GST and must be on Active tax payer list of both.
    - e. General experience of the firm and the list of ongoing projects in this respect including name of the client, project synopsis and value of the assignment to be provided separately.

1.0 PTA reserves the right to accept or reject any or all applications as per PPRA Rules.

**Director (Civil Works)** PTA HQs, F-5/1, Islamabad. Ph: 051-922535

# 2.0 Instructions to Consultants

# 2.1.1 Submission of Applications

2.1.1. Electronic bids must be submitted through e-PADS only not later than June 24<sup>th</sup>, 2025 at 11:00 AM.

- 2.1.2 All information to be provided in English Language.
- 2.1.3 The consultants must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the consultant.
- 2.1.4 Clarification if required may be asked through e-PADS.

### 2.2 Evaluation Criteria

The services will be hired according to PPRA Single stage – two envelop procedure:

- (a) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e. the qualified consultant offering the total lowest bid shall be awarded the contract.
- (b) Technical Evaluation will be carried out as per 2.2.2 of the RFP. The firm or individual consultant who has met all the criteria will be declared technically qualified and its selection shall be made on least cost method.

#### 2.2.1 General

Technical Evaluation will be based on the criteria given in succeeding paras 2.2.2 to 2.2.4 regarding the consultants general & specific experience & skilled capabilities as demonstrated by the Consultant's responses in the forms attached to this document.

# 2.2.2 Technical & Mandatory Requirements (to be provided as per specified format)

- (a) Letter of Application to PTA Annex A-1.
- (b) Certificate of registration as consultant with PEC for year 2025/26.
- (c) Valid registration/enlistment with IESCO as consultant. (Proof is to be attached)
- (d) Registration with Tax Authorities for NTN, GST and must be on Active tax payer list of both.
- (e) An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
- (f) Bank statements of last 1 years / banker's certificate of good conduct.
- (g) Minimum experience of 3 years of electrical consultant and consultant should have at least done 3 works of similar nature. Proof In this regard is mandatory to be provided from client for successful completion of the job.
- (h) Bid security amounting to Rs. 25000/- in shape of pay order/CDR. and this should reach to office of Dir (Civil Works) before closing date and time as per advertised ITB. A scanned copy of bid security shall be attached with technical proposal on EPADS.

# 2.2.3 Projects Completed

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the work, date of award, date of completion, duration etc. of minimum three (03) of similar nature completed in last 03 years as per <u>Annex A-3</u>. All supporting documents including work order/contract along with completion certificates issued by the clients to be attached.

# 2.2.4 Financial Strength

The Consultant should provide at least 1-year bank statements /banker's certificate of good conduct.

# 2.3 Other Factors

**2.3.1** Only consultants that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm/consultant whether alone or in legal association with of other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.

**2.3.2** PTA reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.

# **3.0** Scope of services/TOR of the provision of Consultancy Services / description of the Project

PTA intends to upgrade and renovate the old electrical infrastructure of PTA HQs as mentioned in the above para 1 to the modern and up to date as well as they should be very functional and economical in cost. Salient features of the required works are as under:

- a. Electrical designing and review of the existing facilities.
- b. The design should be as per latest design and best industrial practices.
- d. It should be modular
- f. Value for money.

# **Consultancy Services requirements**

3.1 Calculation of Existing Electrical Load and Future Requirements Pakutan Telect 3.1.1 Gather Current Data:

- Collect data on current electrical consumption and peak loads.
- Review past utility bills, metering data, and operational records.

# 3.1.2 Forecast Future Load:

- Analyze planned expansions or upgrades in PTA facilities.
- Use historical growth rates, future demand forecasts, and potential new equipment to estimate future loads.
- 3.1.3 Perform Load Calculations:
  - Utilize industry-standard load calculation methods to determine existing and future load requirements.
  - Include factors like diversity, demand factors, and load factors.
- 3.1.4 Compare Load with Existing Capacity:
  - Assess if the current infrastructure can handle the future load or if upgrades are needed.

# 3.2 Review of Existing Electrical Infrastructure

- 3.2.1 Assess Current Equipment:
  - Inspect transformers, bus bars, ATS switches, electrical panels, breakers, SPDs, and other equipment.
  - Check for wear and tear, compliance with standards, and capacity.

# 3.2.2 Identify Needs:

- Determine if existing equipment meets current and future requirements.
- Recommend upgrades or replacements where necessary.

# 3.2.3 Documentation:

• Create detailed reports on the condition of each component and recommendations for new equipment.

# 3.3 Evaluation of Earthing System and Design of Lightning Arresters

- 3.3.1 Inspect Existing Earthing System:
  - Evaluate the effectiveness of the current earthing system.
  - Check resistance values, bonding, and grounding.

# 3.3.2 Design Lightning Arresters:

- Based on the facility's risk assessment and industry standards, design appropriate lightning protection systems.
- 3.3.3 Ensure compliance with relevant codes and standards Recommendations:

• Provide recommendations for any required upgrades or changes to the earthing system and lightning arresters.

# 3.4 Review and Upgradation of Fire Alarm System

3.4.1 Assess Current System:

- Review the existing fire alarm system's components and functionality.
- Check compliance with current fire safety codes and standards.

# 3.4.2 Identify Upgrades:

- Determine if the system requires upgrades or replacements.
- Consider modern technologies and integration with other safety systems.
- 3.4.3 Documentation:
  - Provide a report with findings and recommendations for upgrading the fire alarm system.

# 3.5 Review and Upgradation of Firefighting Equipment

- 3.5.1 Inspect Existing Equipment:
  - Check the condition, compliance, and adequacy of current firefighting equipment.
- 3.5.2 Determine Needs:
  - Identify any gaps or deficiencies in the current firefighting system.
  - Recommend new equipment or upgrades as necessary.
- 3.5.3 Documentation:
  - Prepare a report detailing the condition and recommendations for improvements.

# 3.6 Additional Recommendations

3.6.1 Compliance Check:

- Review the latest industrial electrical standards and governmental requirements.
- 3.6.2 Recommendations:
  - Provide any additional recommendations based on compliance, safety, and efficiency.

#### **3.7** Transformer Upgradation/Replacement

3.7.1 Assess Existing Transformers:

- Evaluate the 200 KVA and 500 KVA transformers for capacity, condition, and compliance.
- 3.7.2 Design and Approval:
  - Prepare detailed design reports for transformer upgrades or replacements.
  - Submit design reports to IESCO for approval.
- 3.7.3 Installation and Compliance:
  - Oversee the installation process and ensure it meets IESCO's requirements.
  - Obtain necessary approvals and ensure PTA handles governmental dues.

# 3.8 Approval of Electrical Inspector

- 3.8.1 Determine Requirements:
  - Assess if approval from the Electrical Inspector is needed.
- 3.8.2 Obtain Approval:
  - Prepare and submit all necessary documentation for approval.
- 3.8.3 PTA's Responsibility:
  - PTA will cover governmental dues related to the approval.

# 3.9 Preparation of Detailed Design and Tender Documents

- 3.9.1 Prepare Design and Drawings:
  - Develop detailed electrical design, drawings, and specifications.
- 3.9.2 Create BoQs and Tender Documents:
  - Prepare Bill of Quantities (BoQs), technical specifications, and tender documents in accordance with PEC, CDA, and IESCO guidelines.

# 3.10 Estimates Preparation

- 3.10.1 Prepare Estimates:
  - Use MES Schedule rates 2021 for cost estimates wherever applicable.
  - Ensure estimates are accurate and adjust for any specific requirements.

# 3.11 Supervision and Verification

3.11.1 Supervise Works:

• Oversee the execution of the work to ensure it adheres to specifications and standards.

3.11.2 Verify Invoices:

- Check contractor invoices against work completed and approve payments.
- 3.11.3 Completion Certificate:
  - Provide a completion certificate upon successful project completion and verification.

# 4.0 Schedule of Activities and Payments

a. The consultant shall be required to complete the assignment and receive the payments as per following schedule: -

	Description/Milestones Mode of		Time Frame	
	Payment			
Stage – I	Submission of Final estimates to the PTA Authority for the repair/upgradation works along with the report. Consultant will also present it to the PTA Authority if required (Report has to be re-submitted if required by the Authority)	30 % of approved Fee of consultant	Consultant is	
Stage – II	Replacement of transformers from IESCO (if required) after meeting all requirements of IESCO and PTA	shall be made on completion of Stage-II on recommendation of Director(CWs) of PTA.	required to start work within seven ( <u>07)</u> <u>calendar days</u> <u>after signing of</u> <u>contract</u> and	
Stage –III	Submission of detailed, Electrical & other associated Drawings etc.	30 % of approved Fee of consultant shall be made on	required to be completed the work within sixty	
Stage-IV	Submission of Tender drawings working drawings, , Technical Specifications, , estimates, BOQ etc and bidding documents as per PEC documents	completion of Stage-IV on recommendation of Director(CWs) of PTA.	( <u>60) calendar</u> <u>days</u> from the commencement date	
Stage –V	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor	5 % of approved Fee of consultant shall be made on completion of Stage-V on recommendation of Director(CWs) of PTA.	Note: Time taken for approvals by government departments ike IESCO CDA, PTA will not be considered in 60 working days time line. Consultant will keep the record of this and will inform PTA in writing as and when sit design/report submitted approval.	

		35 % of the	
Stage –VI	Execution and detailed supervision of works	approved Fee on completion of work by contractor. Completion certificate will be furnished by Consultant	To be completed as recommended by consultant for contractor depending upon design and scope of work.

# 5.0 Bid Price

The Consultant shall quote a single total lump sum price for provision of design as well as detailed supervision services for both the works. However, each bid shall be bifurcated into each stage fee for payment purposes.

# 6.0 Penalty

a. In case the design is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of <u>0.25 percent per day</u> max up to 10% of contract cost of the total consultancy fee for the design phase will be imposed, till completion of the assignment maximum up to 40 days of the original timeline. In case, the work isn't completed within 40 days then penalty @ 0.5% per day shall be charged for further 20 days max up to 10% of contract cost. If the work still not completed within extended time, the contract shall be terminated. Delay period due to reasons beyond the control of consultant will not be considered as delayed.

# 7.0 Force Majeure

- a. For the purposes of this project, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include

- I. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- II. Any event which a diligent Party could reasonably have been expected to both(A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- d. Force Majeure period, whenever involved will be added in the given time lines of the project.

# 8.0 Cost of RFP

The bidder shall bear all costs associated with the preparation and submission of its bid and the PTA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

# 9.0 Performance Guarantee

Consultant will submit the performance guarantee in the shape of Demand draft/pay order issued from scheduled bank of Pakistan in favor of Pakistan telecommunication Authority equal to 10 % of the contract price prior to signing of contract agreement. The same will be released after successful completion of work by the hired contractor and issuance of completion certificate by the Director (Civil Works), PTA.

# **10.0 TYPE OF CONTRACT**

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used for each work.

# Annex A-1

#### Letter for Application

[Letter head paper of the consultant, or the lead partner, Responsible for joint venture/association of firms, including full details Of postal address, telephone no., fax no., email, website etc.]

To:-

# Director (Civil Works) <u>PTA HQs, F-5/1, Islamabad.</u>

Sir,

- 2. Attached to this letter are copies of original documents defining:
  - a. The consultant's legal status.
  - b. The principal place of business.
  - c. Minimum/Mandatory requirements, Technical and Financial bids as per PTA RFP Document.
- 3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.
- Your department and its authorized representatives may conduct the following persons for further information, if required.

a. Mr.....Tele No..... b. Mr.....Tele No.....

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) PTA reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

Signed	Signed
Signed	Signed
For and on behalf of	For and on behalf of
(name of consultant or lead partner of	(name of consultant or partner of a JV)
<u>a JV)</u>	

#### AnnexA-2

	To be filled in by Consultant
Name of Consultant Firm	

# **Experience of the Consultant/Details of Completed Projects**

The followings forms are to be filled in by each consultant for Specific and General Note:-Projects as per evaluation criteria. Please fill in all requirements and write N.A where not Applicable.

Specific Project #

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project/Floor area	
6	Value of the Consultancy Services Provided	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	the
	e separate sheet for each project. Also attach supp	porting documents

only experience as lead Partner will be considered

#### Annex A-3

# General Project #

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey /floor area of	
	Project	
6	Value of the Consultancy Services	
-	Provided in Millions PKR	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top	
	supervision, , infrastructure design	
	etc.*	
8	Role of the Consultant i.e. as lead,	
	senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of	
	completion of the project.	
15	If there are any delays in project? What	
	were the reasons and project cost over	
	runs?*	
16	Any other detail/information*	
ـــــــــــــــــــــــــــــــــــــ	e separate sheet for each project. Also attach supp	orting documents
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*	hu avaanianaa aa laad Dantaan will ba as weteleneed	

\* only experience as lead Partner will be considered

RFP documents for Review and upgradation of electrical infrastructure of PTA HQs, F-5/1, Islamabad Page 17

#### Annex- A-4

# PERFORMA FOR SUBMISSION OF FINANCIAL BID (Lump sum fee is to be quoted)

I	hereby Tender following cost of the
services for the work	

Amount In words :

Note :

- i. The lowest financial bid of the technically qualified bidder shall be accepted.
- ii. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- iii. Bid should be valid for at least 90 days from last date of submission of bids.
- iv. Quote a single total lump sum price for provision of design as well as detailed supervision services for works
- v. PKR 25000/- earnest money in shape of pay order/CDR is to reach <u>PTA Office prior to</u> <u>bid in original</u>.
- vi. Prospective bidders are requested to visit the proposed sites before submission of bids to avoid misperception at later stages.

Name of Consultant: .....

Signature: ..... [Seal]

Annex- A-5

# **DRAFT AGREEMENT**

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

This Service Agreement (the "Agreement") <u>Review and upgradation of electrical</u> <u>infrastructure of PTA HQs, F-5/1, Islamabad</u> is made on this day \_\_\_\_\_\_2025;

By and Between

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

And

(hereinafter referred to as "the Consultant," 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. The Client is desirous to acquire services of the Consultant for <u>Review and upgradation</u> of electrical infrastructure of PTA HQs, F-5/1, Islamabad as mentioned above in tender <u>documents</u>. (Hereinafter referred to as the "Services").
- B. The Consultant is a \_\_\_\_\_\_ (details of <u>incorporation</u>) which represents to the Client 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 requisite works as referred in detail in Annexure of A-7 of RFP to the Client in accordance with highest industry standards and satisfaction of the Client. The Consultant undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant to provide the Services; ENGR ASIF SAFE

**NOW THERFORE**, 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 Consultant hereby agree as follows:

# 1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide Services *at PTA HQs, Islamabad* as per requirements prescribed under clause 5 of the Agreement and the Proposal request to this Agreement;

# 2. Agreement Documents

- 2.1 In this Agreement, the following documents shall be deemed to form, and be read and construed as, part of this Agreement:
  - a) Invitation to bid
  - b) Request for Proposal (RFP)
  - c) Instructions in General / Special to the Consultant.
  - d) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Consultant at the signing of the Agreement.
  - e) Earnest money/ Tender Guarantee
  - f) Form of Agreement/ Contract Agreement
  - g) Clients order to commence the work.
  - h) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.
  - i) All annexures of the tender documents

# 3. Term

3.1 Upon signing of this Agreement the Consultant shall be obligated to start work on specified location by Client within seven (*07) calendar days* and shall complete the work within sixty (*60) calendar days* from the commencement date.

# 4. Termination

4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement

- a. By giving 15 days advance notice.
- b. without advance notice, in case the Consultant is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services of the consultant;

- c. Without cause, by giving three (03) calendar days' advance written notice to the Consultant, If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Consultant 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 Consultant within seven (07) calendar days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Consultant 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 Consultant.

#### 5.0 Deliverables

# 5.1 Calculation of Existing Electrical Load and Future Requirements

- 5.1.1 Gather Current Data:
  - Collect data on current electrical consumption and peak loads.
  - Review past utility bills, metering data, and operational records.

# 5.1.2 Forecast Future Load:

- Analyze planned expansions or upgrades in PTA facilities.
- Use historical growth rates, future demand forecasts, and potential new equipment to estimate future loads.

5.1.3 Perform Load Calculations:

- Utilize industry-standard load calculation methods to determine existing and future load requirements.
- Include factors like diversity, demand factors, and load factors.
- 5.1.4 Compare Load with Existing Capacity:
  - Assess if the current infrastructure can handle the future load or i upgrades are needed.

# 5.2 Review of Existing Electrical Infrastructure

5.2.1 Assess Current Equipment:

- Inspect transformers, bus bars, ATS switches, electrical panels, breakers, SPDs, and other equipment.
- Check for wear and tear, compliance with standards, and capacity.

### 5.2.2 Identify Needs:

- Determine if existing equipment meets current and future requirements.
- Recommend upgrades or replacements where necessary.

#### 5.2.3 Documentation:

• Create detailed reports on the condition of each component and recommendations for new equipment.

#### 5.3 Evaluation of Earthing System and Design of Lightning Arresters

- 5.3.1 Inspect Existing Earthing System:
  - Evaluate the effectiveness of the current earthing system.
  - Check resistance values, bonding, and grounding.
- 5.3.2 Design Lightning Arresters:
  - Based on the facility's risk assessment and industry standards, design appropriate lightning protection systems.
  - Ensure compliance with relevant codes and standards
- 5.3.3 Recommendations:
  - Provide recommendations for any required upgrades or changes to the earthing system and lightning arresters.

#### 5.4 Review and Upgradation of Fire Alarm System

- 5.4.1 Assess Current System:
  - Review the existing fire alarm system's components and functionality.
  - Check compliance with current fire safety codes and standards.

# 5.4.2 Identify Upgrades:

- Determine if the system requires upgrades or replacements.
- Consider modern technologies and integration with other safety systems.
- 5.4.3 Documentation:

• Provide a report with findings and recommendations for upgrading the fire alarm system.

# 5.5 Review and Upgradation of Firefighting Equipment

- 5.5.1 Inspect Existing Equipment:
  - Check the condition, compliance, and adequacy of current firefighting equipment.
- 5.5.2 Determine Needs:
  - Identify any gaps or deficiencies in the current firefighting system.
  - Recommend new equipment or upgrades as necessary.
- 5.5.3 Documentation:
  - Prepare a report detailing the condition and recommendations for improvements.

#### **5.6 Additional Recommendations**

- 5.6.1 Compliance Check:
  - Review the latest industrial electrical standards and governmental requirements.
- 5.6.2 Recommendations:
  - Provide any additional recommendations based on compliance, safety, and efficiency.

#### 5.7 Transformer Upgradation/Replacement

- 5.7.1 Assess Existing Transformers:
  - Evaluate the 200 KVA and 500 KVA transformers for capacity, condition, and compliance.
- 5.7.2 Design and Approval:
  - Prepare detailed design reports for transformer upgrades or replacements.
  - Submit design reports to IESCO for approval.
- 5.7.3 Installation and Compliance:

- Oversee the installation process and ensure it meets IESCO's requirements.
- Obtain necessary approvals and ensure PTA handles governmental dues.

### 5.8 Approval of Electrical Inspector

- 5.8.1 Determine Requirements:
  - Assess if approval from the Electrical Inspector is needed.
- 5.8.2 Obtain Approval:
  - Prepare and submit all necessary documentation for approval.
- 5.8.3 PTA's Responsibility:
  - PTA will cover governmental dues related to the approval.

#### 5.9 Preparation of Detailed Design and Tender Documents

- 5.9.1 Prepare Design and Drawings:
  - Develop detailed electrical design, drawings, and specifications.
- 5.9.2 Create BoQs and Tender Documents:
  - Prepare Bill of Quantities (BoQs), technical specifications, and tender documents in accordance with PEC, CDA, and IESCO guidelines.

# 5.10 Estimates Preparation

- 5.10.1 Prepare Estimates:
  - Use MES Schedule rates 2021 for cost estimates wherever applicable.
  - Ensure estimates are accurate and adjust for any specific requirements.

# 5.11 Supervision and Verification

- 5.11.1 Supervise Works:
  - Oversee the execution of the work to ensure it adheres a specifications and standards.
- 5.11.2 Verify Invoices:

- Check contractor invoices against work completed and approve payments.
- 5.11.3 Completion Certificate:
  - Provide a completion certificate upon successful project completion and verification.

### 6. Charges

6.1 In consideration of rendition of the <u>Services</u> by Consultant the Client shall pay the Consultant, charges as per following schedule: -

	Description/Milestones	Mode of	Time Frame
		Payment	
Stage – I	Submission of Final estimates to the PTA Authority for the repair/upgradation works along with the report. Consultant will also present it to the PTA Authority if required		Consultant is
	(Report has to be re-submitted	30 % of approved	required to start
Stage – II	if required by the Authority) Replacement of transformers from IESCO (if required) after meeting all requirements of IESCO and PTA	Fee of consultant shall be made on completion of Stage-II on recommendation of Director(CWs) of PTA.	workwithinseven(07)calendardaysafter signing ofcontractandrequiredtocompletedthe
Stage –III	Submission of detailed, Electrical & other associated Drawings etc.	30 % of approved Fee of consultant shall be made on	work within sixty ( <u>60) calendar</u> <u>days</u> from the
Stage-IV	Submission of Tender drawings working drawings, , Technical Specifications, , estimates, BOQ etc and bidding documents as per PEC documents	completion of Stage-IV on recommendation of Director(CWs) of PTA.	commencement date Note: Time taken for
Stage –V	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor	5 % of approved Fee of consultant shall be made on completion of Stage-V on recommendation of Director(CWs) of PTA.	approvals by government departments like IESCO, CDA, PTA will not be considered in 60 working days' time line. Consultant will keep the record of this and will inform PTA in writing as and when a design/report is submitted for approval.

Stage –VI	Execution and detailed supervision of works	35 % of the approved Fee on completion of work by contractor. Completion certificate will be furnished by Consultant	To be completed as recommended by consultant for contractor depending upon design and scope of work.

- 10.1 Final payment will be made after successful completion of services and on recommendations of PC-1 PTA and Director (Civil works).
- 10.2 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.
- 10.3 All payments to be made by the Client to the Consultant shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant.

# 11.0 <u>I</u>nvoice

- 11.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-4 and as scheduled in clause** 6.1 of this Agreement.
- 11.2 The Consultant 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 location.
- 11.3 The Consultant and its staff/employees shall strictly comply with all safety rules and other regulations specified by the Client while on the Client's premises. In addition, the Consultant shall be independently responsible for ensuring adherence to standard health and safety practices in the performance of its duties. Any loss or damage suffered by the Client due to the failure of the Consultant or its staff/employees to comply with these obligations shall be the sole liability of the Consultant. Such non-compliance may also result in termination of this Agreement by the Client at its sole discretion.

### **12.0** Performance Guarantee

Consultant will submit the performance guarantee in the shape of Demand draft/pay order issued from scheduled bank of Pakistan in favor of Pakistan telecommunication Authority equal to 10 % of the contract price prior to signing of contract agreement. The same will be released after successful completion of work by the hired contractor and issuance of completion certificate by the Director (Civil Works), PTA.

### 13.0 Confidentiality

The Consultant, 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 Consultant 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 or any of its project.

#### 14.0 Certification:

The Consultant shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, PEC/PCATP guidelines.

# 15.0 Indemnification

The Consultant shall indemnify and hold harmless the Client, its Chairman, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant 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.

# 16.0 Resolution of Disputes

16.1 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) Grievance 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 binding on both parties (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 thereunder, at Islamabad, Pakistan.

Review and upgradation of electrical infrastructure of PTA HQs, F-5/1, Islamabad

### 17.0 Force Majeure Event

- 17.1 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.
- 17.2 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, pandemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.
- 17.3 In case of the force majeure event the Consultant shall provide 7 days' notice of such event and its inability as a result thereof.

#### 18.0 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.

#### 19.0 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.

# 20.0 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.

#### 21.0 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.

# 22.0 Assignment

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

18. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior

negotiations, representations, warranties, promises, or agreements, whether written or oral, relating to such subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and duly signed by both Parties.

19. Modification: No modification, amendment, or waiver of any provision of this Agreement shall be effective unless made in writing and duly signed by both Parties.

IN WITHNESS 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

Ву :	Ву:
Name:	Title :
Title :	Name :
Signature :	Signature :
Date :	Date :

#### Witnesses

1			
Name	 	<b>.</b>	 
CNIC			

2		
Name		