No: RFQ/Nw Ops Lhr/Frame Contract/F-Topping/SM E&M/970 Dated: November 09, 2015

**Subject: Tender/Quotation**

Sealed Tenders/Quotations (both Technical & Commercial Offers) addressed to the GM Network Operations, CTH Building, 1-Mcleod Road, Lahore is invited for Supply of Fuel Topping Agreement for the DG Sets installed for the Year 2015-2016 under the domain of Network Operations & Deployment Region Lahore. The work must be performed with a good standard of quality. You are requested to visit and check the site thoroughly before submitting Tenders/Quotations.

* Your Tenders/Quotations must reach on or before **19-11-2015** in the office of GM Network Operations & Deployments Lahore.
* GM Network Operations & Deployments Lahore reserves the right to accept or reject any or all Tenders/Quotations without assigning any reason.
* Technical Offer should be un-priced along with specifications & other Technical details and Commercial Offer will be priced bid. Please submit both Technical & Commercial Offers in separate sealed envelopes clearly marked as **“Technical Offer”** or **“Commercial Offer”**.
* *The* ***Technical Bid*** *must contain compliance of*
	+ *BOQ,*
	+ *Term & Condition along with Geographical locations of Petrol Pumps,*
	+ *Vehicle Fleet,*
	+ *Fuel Tanks Data,*
	+ *Calibrated Diesel Meter descriptions,*
	+ *Previous Experience of supplying diesel to the heavy consumption clients,*
	+ *Detail of staff deployed etc.*
* *The* ***Commercial Bid*** *may contain compliance to Terms & Conditions along with any commercially viable benefits to PTCL.*
* ***Warranty Period & Delivery Period*** *will be as per attached Terms & conditions and as mutually agreement with successful party/ parties.*



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Supply of Fuel Topping Agreement for the DG Sets installed for the Year 2015-2016 under the domain of Network Operations & Deployment Region Lahore

1. The Supplier/ suppliers will supply best quality Diesel for DG Sets to the PTCL Exchange and BTS sites of Networks (Operations & Deployment) LTR region Lahore.
2. The Supplier/ suppliers will supply best quality Diesel on prevailing market rates (Petrol pump rates) according to the PSO (Pakistan State Oil) rates as prescribed by the Government of Pakistan and no extra charges will be made neither against transportation nor for diesel. The Client (PTCL) will continue payment to PSO as per prevailing practice, no payment on account of supplied diesel will be made to the supplier by PTCL.
3. The Client (PTCL) will pay no transportation charges and Supplier will deliver diesel for the Generators installed in the selected premises as notified to the Supplier from time to time free of cost.
4. The Client (PTCL) will not be responsible for any incident during transportation of the diesel and Supplier shall keep Client indemnified in this regard.
5. Quality and Quantity will be the responsibility of the Supplier/ suppliers and can be checked at any time if required. However the test carried out by M/S PSO team will be shared with PTCL. Client shall have the right to refuse acceptance of delivery of fuel/diesel if the quality is found deficient from reasonably acceptable standards at the Client’s sole discretion. Supplier agrees to compensate Client for any loss suffered by it due to defective quality or quantity of fuel/diesel supplied by the Supplier.
6. Parties will agree that there is no exclusive arrangement between the parties to supply/acquire the diesel/fuel and PTCL/Client shall have the right to acquire fuel/diesel from any other party at its sole discretion.
7. Client (PTCL) have right to terminate the Agreement by giving Supplier seven (7) days written notice. Furthermore, Agreement can be terminated by serving one week notice in advance without intimating any reason by either party.
8. The Supplier will be responsible & indemnify the Client (PTCL) for any damage to the machinery of the generator due to bad quality of diesel and will pay compensation amount within 10 (ten) days of occurrence of such damage.
9. The Client will place order 4 (Four) hours in advance on telephone/ e-mail or mutually agreed mode of correspondence and the Supplier will be bound to supply the diesel on the specified date and time positively on the issuance of the diesel slip. In most urgent cases the supply time will be 2 hours. The Supplier is bound to deliver the desired quantity with in day timings and at such time as is notified by PTCL/Client in writing. In case of any late delivery, Supplier will pay to Client (PTCL) as Liquidated Damages with respect to delayed diesel an amount equal to 5% per 30 minutes of the total price of delayed diesel until actual delivery up to maximum deductions of 15% of the total price of delayed diesel.
10. Supplier/ suppliers will be bound to deliver diesel for the generator installed in the said premises at their own expenses; the Client (PTCL) will not pay any transportation charges.
11. The final Agreement shall be governed by the laws of Pakistan. The parties irrevocably submit to the exclusive jurisdiction of the Courts in Lahore for any dispute or difference arising out of or under the Agreement if awarded. In case of any dispute between the parties, in any matter, arising out of this Agreement, parties shall negotiate to resolve amicably by mutual agreement. If the parties fail to settle the dispute through negotiation, matter shall be referred to a sole Arbitrator to be appointed by mutual consent of the parties. The decision of the Arbitrator shall be final and binding. The place of arbitration shall be Lahore
12. Supplier/ suppliers will submit a CDR amounting to Rs.100000/- which will be returned on the satisfactory completion of Agreement period after deduction of applicable fine/liquidated damages as per PTCL Policy. The Supplier will provide affidavit on judicial stamp paper of Rs.10/- duly attested that the firm was never black listed/or defaulted otherwise. In that case, the contract would be vitiated with immediate effect. The Agreement will be personal between the parties and Supplier shall not assign this Agreement or any rights or liabilities without prior written consent of PTCL. Any such assignment without such consent shall be void.
13. The Supplier/ suppliers are and shall remain at all times independent principals and shall be fully responsible for their own acts or defaults (including those of their employees or agents). Neither the Supplier is authorized nor their employees, agents or representatives shall at any time attempt to act or act on behalf of PTCL to bind any other Party in any manner whatsoever to any obligations. Neither the Supplier nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of Client/PTCL. Nothing in Contract shall be deemed to constitute a partnership or other profit sharing arrangement between the Parties.
14. Supplier/ suppliers shall defend, indemnify, and hold harmless Client/PTCL, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses (including attorney’s fees) of any kind and nature (including damage to Client’s/PTCL’s property and injury to its employees), without limitation whatsoever, in connection with or arising out of or in any way connected with the services or Supplier’s performance under this Agreement. It is agreed that in no event, Client/PTCL shall be liable to Supplier for any losses whether direct, indirect or consequential which may be suffered by Supplier in connection with the performance of this Agreement including but not limited to loss of use, loss of profits, and business interruption.
15. The Diesel will be decanted in fuel tanks of DG Sets at site by the successful bidder/ bidders in the presence of PTCL representative who will sign the record slip on the spot after swapping the commercial card if preferably GPRS based meter is placed on vehicle.
16. PTCL may or not select more than one parties for supply of diesel as per directions of higher management which will be decided after successful selection of party/ parties