



Power Information Technology Company

To harness the potential of Information Technology as a key contributor
In the development of Power Sector of Pakistan

405 Wapda House, Lahore- Ph: 042-99202666 Fax: 042-99202799



No: CEO(PITC)/RC/738

Dated: 13/02/2020

**M/s. Fast Developers,
1-C, Collage Road,
Township, Lahore.
Ph: 042-35117712.**

Subject: RATE CONTRACT FOR THE INSTALLATION OF 3PHASE AMR METERS AT DISCO'S GRIDS

Ref:

- i. RFP No.PITC/G-224(32)/07-2019 opened on 27-09-2019
- ii. Your financial proposal No. Nill Dated: 26-09-2019 opened on 15-10-2019
- iii. LOI No PITC/G-224/4809-11 Dated: 30-10-2019

Rate contract for The Installation of 3 Phase AMR Meters at Disco's Grids at the rate specified below is hereby entered between you i.e. **M/s. Fast Developers** and this Organization i.e. **Power Information Technology Company** subject to the all conditions including General and Special Conditions laid down in the RFP No. PITC/G-224(32)/07-2019 as well as in this contract:-

1. DESCRIPTION/SPECIFICATION

LOT-B Description (Activity)	Unit Rate (PKR) inclusive of all applicable Taxes
<p>Installation of new AMR Meters/Replacement of existing defective/damaged AMR Meters along-with supply and installation hardware such as painted mild steel frame, insulated glands, PVC insulated copper control cables (2.5mm² and 4mm²) nuts. washers, cable ties, sealing wire/bits including transportation of material and installation of meters on when and where required basis over a period of 12 months from the date of signing of contract (at all Grid stations) of all DISCO's.</p> <p>Note 1: Following activities are pre-requisite to of meters at Grids;</p> <ul style="list-style-type: none"> ➤ SIM allocation to meters ➤ Meter configuration ➤ Meter creation 	<p>6,341/= (Six Thousand & Three Hundred Forty One Rupees Only)</p>

Signature:

Vender's Authorized Representative

Signature :

PITC's Representative_



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- Communication testing
- Meter installation compliance with UDIL
- Live communication testing
- Data validation
- Preparation of job card
- Snapshots along-with latitude and longitude before and after installation
- Addition of complete details of connection like meter serial number, grid name, power
- transformer rating, incoming/outgoing feeders, feeder code, CT ratio, PT ratio and grid personnel contact numbers

Note 2:

The HT Type AMR meter will be installed on the top of 11kV incoming and outgoing panel in series with the existing grid meters by using existing 11kV CTs and PTs.

2. PERIOD OF RATE CONTRACT

The rate contracts will remain enforced for a period of one (01) year from the date of issuance and is further extendable, if agreed by both the parties, not exceeding two (02) year in total.

3. SPECIAL CONDITIONS

In case your firm subsequently quote less prices for the items under Rate Contract in any other organization, during the currency of this Rate Contract, the amount received in excess shall be refundable to purchasing agency.

4. TERMS OF DELIVERY/TRANSPORTATION

- i) The rates shown in section-1 of this rate contract are on the basis of free delivery/installation and you will be required to arrange transportation of Goods as is required to prevent their damage or deterioration during transit to their final destination (anywhere in Pakistan) and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Contractor.

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5. QUANTITY

Firm orders based on the Rate Contract may be placed by various formations. No guarantee can be given as to the cumulative quantity of all firm's meet the estimated quantity in RFP.

6. DELIVERY/INSTALLATION PERIOD

Item	Delivery/Installation Period
Section-1	Seven(07) Days after Issuance of Purchase / Work Order

7. INDENTER/ CONSIGNEE

PEPCO/PITC/Any DISCO/NTDC/WAPDA formation or state owned company under the umbrella of Ministry of Energy

8. DESPATCH INSTRUCTIONS

The rates approved are on the basis of FCS (Free delivery to Consignee's Location) through reliable transport company and as such material should be dispatched at your firm's risk. All losses during transit will be borne by the contractor. Dismantled material will be handed over to the Disco's store.

9. SALES TAX and OTHER GOVT DUTIES

- i. Items price given in the rate contract is inclusive of packing charges, government duties, taxes, sales tax, surcharges etc. subject to adjustment (increase & decrease) in case of enhancement/imposition or decrease/withdrawal of taxes, duties surcharges etc. during the currency of Rate Contract. However, before acceptance of your revised rates you will provide reasons for increase with respective supporting documents.
- ii. Similarly, if any duties, taxes, sales tax, surcharges etc are withdrawn or decreased, you will promptly inform PITC of the same together with necessary orders/notification etc and calculations for corresponding decrease of rates. If you fail to do the same in case of withdrawal/decrease of taxes, duties etc.

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- iii. PITC reserves the right to take suitable action against you including blacklisting and to take necessary steps to recover excess payment.

10. SECURITY

As mentioned in **Sr. No. iii of clause 3.3.6** of RFP The contractor shall deposit performance security in accordance to the **Sr. No 7 of clause 1.5** of RFP, in shape of bank draft or bank guarantee issued by any scheduled bank , in favour of PITC. This performance security shall be payable to PITC in case if bidder fails to fulfil the obligations under the contract or violates any of the terms and conditions of the contract.

The contractor's bid security shall be discharged upon signing the rate contract, furnishing performance/ bank guarantee and confirmation of performance/bank guarantee by PITC from the Bank of the contractor and the same shall be released after expiry of contract.

11. FAILURE AND TERMINATION

- i. If you fail to complete work (including installation & commissioning) within the specified period, indenter/consignee shall be entitled at his option either;
 - a. The installation shall be done in accordance with the Work Orders to be issued by consignees in the execution of this rate contract. In case of late, penalties at the following rates will be applied:

Mode of Penalty
With penalty @ 1% per day after 07 days of issuance of Work Order up to maximum of 10% of the total work order value.

- ii. If during the course of execution of this contract, your firm is black listed, the department may proceed with all or any of the action detailed below;

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- a. To allow the contractor to complete the contract in accordance with the terms & conditions of contract
- b. To stop further services with or without financial repercussions
- c. To cancel the contract with or without reservation of rights.

12. FORCE MAJEURE

While terminating the contract for breach of contract or imposing liquidated damages, the consignee shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, examples of which are;

- i. Act of State, Enemy or God Almighty
- ii. Lockout, strikes
- iii. Restrictions imposed by the government in the matter of import/export
- iv. Injunction granted by a lawful court restraining you from executing the contract unless such injunction was due to any alleged irregularity committed by you

While determining liquidated damages the consignee shall not consider any of the following circumstances, a clause under "Force Majeure" and shall not allow any relaxation in the liquidated damages on that account.

- i. Delay on the part of contractor in the arrangement of raw materials
- ii. Defect or failure occurring to any machinery or equipment installed at the contractor works during the currency of the contract.

13. PAYMENT

Payments shall be made promptly by the indenter/consignee/consignee, for supplying of Services contained in work order in Pak Rupees, but in no case later than thirty (30) days after submission of an invoice or claim complete in all respects and along with following documents:

- i. Invoice in triplicate having NTN.
- ii. Material issuance/Return receipt issued by consignee/indenter.
- iii. Copy of Rate Contract.
- iv. Sales Tax invoice or attach exemption certificate.

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- v. Non-payment certificate.
- vi. Joint inspection as per job cord or prevailing mechanism.

The payment will be made in the shape of crossed cheque through an authorized person.

14. LAW(S) GOVERNING THE CONTRACT

- i. This contract shall be governed by the existing laws of Pakistan as amended from time to time.
- ii. Subject to the above conditions, a binding contract is concluded with the issuance of this letter and provisions of this contract shall be binding on you, on your assigns, executors, administrators and all those who have any interest pecuniary or otherwise in your concern.

Please acknowledge receipt in token of acceptance of the terms & conditions of this rate contract within three days from the date of issuance of this rate contract. In case the acknowledgement is not received within the stipulated period, it will be assumed that you have accepted this contract, which has acquired the status of legally binding contract between you and PITC with effect from the date of its issuance.

Note:-

All the pages must be signed by the firm's representative in the token of acceptance.

This is issued with the approval of CEO (PITC).

Signature:

Vender's Authorized Representative

Signature :

PITC's Representative_