

**REQUEST FOR PROPOSALS**

**IN RESPECT OF**

**“HIRING OF THIRD PARTY FOR  
ANNUAL GENSET MAINTENANCE”**

**FOR**

**PAKISTAN CRICKET BOARD (PCB)**

**ISSUED IN NOVEMBER 2023**



**PAKISTAN CRICKET BOARD**

**GADAFFI STADIUM, FEROZEPUR ROAD, LAHORE, PUNJAB, PAKISTAN**

1. **“HIRING OF THIRD PARTY FOR GENSET ANNUAL MAINTENANCE”.**

The Pakistan Cricket Board (“**PCB**”), a body corporate established by the Federal Government under S.R.O. No.43(KE), is pleased to issue this Request for Proposals (“**RFP**”) to invite interested parties to bid for the award of contract for the “**ANNUAL GENSET MAINTENANCE AGREEMENT**” (hereinafter referred to as the “**Services**”) for a period of one year i.e. from 1<sup>st</sup> January 2024 to 30<sup>th</sup> December 2025 for maintenance of PCB owned generators installed at Stadia throughout the country.

1.1 Details and specifications of the required “**Annual Genset Maintenance**” are set forth in Annexure B and the draft Agreement annexed to this RFP (Annexure-C). PCB reserves the right in its sole discretion to amend the list from time to time, provided a reasonable advance notice has been given to the interested parties.

1.2 The successful Bidder will be required to sign the Agreement with the PCB in the form attached herewith within such time as may be stipulated by PCB; and duly provide the Services specified in the Services Agreement and the successful bidder cannot selectively choose specifications to be adhered to.

2. **Bid Format, Procedure & Requirements**

It will be a single stage two envelope procedure. All Bidders will be required to submit bids in two separate sealed envelopes a Technical Proposal and Financial Proposal to the PCB with an outer single envelope. Both Technical and Financial Proposals should be received by PCB latest by **27<sup>th</sup> November 2023** at the time specified below.

**a) Technical Proposal**

All Bidders will be required to submit a Technical Proposal to the PCB which should be received by the PCB latest by **11:00 am on 27<sup>th</sup> November 2023**. The Technical Proposal must comprise a brief presentation in relation to the execution of the Services being offered, comprising of the details referred to under paragraph (d) below.

**b) Financial Proposal**

The Financial Proposal should also be submitted to the PCB latest by **11:00 am on 27<sup>th</sup> November 2023**.

**The Financial Proposal should be as per the given format in Annexure “A”. Rate should be inclusive of all applicable taxes, levies, etc. proposed to be charged by the Bidder for the provision of the Services (as detailed in the draft Agreement annexed with this RFP). The said rate quoted should be inclusive of all underlying and associated costs and expenses in relation to provision of the Services and PCB will have no liability in this regard.**

The successful Bidder must be in a position to execute the, “**Genset Annual Maintenance Agreement**”.

**c) Bid Procedure and Process**

Following the issuance of this RFP to the prospective Bidders, they may make a request to PCB for further information or clarification in relation to the RFP. All Bid queries and requests must be in writing under confidential cover and submitted directly to PCB at the following address, by fax or email:

Attention: Procurement Department  
Tel: 042-35717231-4  
Fax : 042-35711860  
E-mail : procurement@pcb.com.pk  
Address: Pakistan Cricket Board,  
Gaddafi Stadium, Ferozpur Road  
Lahore.

All Bidders should immediately provide to the PCB the name of a contact person, a fax number, and an e-mail address through which they be contacted.

Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated by this RFP by **11:00 a.m. (Pakistan time) on 27<sup>th</sup> November 2023** (the "**Submission Deadline**"). Any bid received after the Submission Deadline will be rejected by the PCB.

Submission of a Bid shall be considered complete if received by **11:00 a.m.** (Pakistan time) on **27<sup>th</sup> November 2023**; however, the Applicant submitting its Bid(s) by email will still be subsequently required to submit the hard copy of the same to PCB.

Delivery of all Bids shall be at the Bidder's sole risk and it is the Bidder's responsibility to ensure that its Bid is delivered as contemplated in this RFP by the Submission Deadline.

In exceptional circumstances and in its sole discretion, PCB extends the aforementioned Submission Deadline. If PCB, in its unfettered discretion, grants an extension in the Submission Deadline, such extension will be available to and shall apply to all Bidders. If for any reason the Submission Deadline is extended, all rights and obligations of PCB and of the Bidders subject to the previous deadline shall instead become subject to the extended deadline.

**d) Opening and Evaluation of Bids**

i- Qualification & Technical Evaluation

Technical Proposals will be opened at **11:30 AM on 27<sup>th</sup> November 2023** at the office of the PCB at Gaddafi Stadium, Lahore.

The bidder must fulfill below mentioned qualification criteria, bidders fulfilling below qualification criteria will be further technically evaluated as per the technical evaluation criteria stated below evaluated by the PCB Bid Committee.

- (i) The Bidder must have associated expertise to execute the Services, as detailed under Annexure B and the Scope of Work attached as Schedule II with the Agreement.

- (ii) Must be a registered incorporated company/partnership firm in Pakistan with relevant business experience;
- (iii) Company / Firm must be in a relevant business for the maintenance of generators for at least **10 years**
- (iv) Must have valid registration of Sales Tax, Services Tax & National Tax Number (NTN) must be in active taxpayer list;
- (v) Must not be blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;
- (vi) The Bidder is no one with whom PCB has a current unsettled dispute(s) before a legal forum
- (vii) In case of consortium, consortium agreement should be attached.

**NOTE:**

- (i) Bidders fulfilling above qualification criteria will be further technically evaluated as per the technical evaluation criteria stated below. It is clarified that non-compliance with any provision of the below criteria shall result in cancellation of the Technical Proposal by the Bid Committee.
- (ii) Supporting documents must be attached with the Technical Proposal for each evaluation parameter.
- (iii) All material and equipment must be provided by the company.
- (iv) All bidding documents and attached documents must be signed and signed.
- (v) HSE standard must be met during rendering of services of gensets.
- (vi) The Bidder must score at least 60 marks according to the below mentioned technical evaluation criteria for opening of financial proposals.

Technical evaluation shall be undertaken in accordance with the following criteria:

**GRADING CRITERIA**

<b>Evaluation Criteria</b>			
S r .	Criteria	Requirement	Total Marks
<b>Financial Capability</b>			
a	<b>Annual Turnover</b>	Average annual Turnover of last 10 years (to be ascertained from Income Tax Returns of the applicant) Less than Rs. 20 million - 0 Marks Rs. 20 million to 40 million - 05 Marks Above Rs. 40 million to 80 million - 10 Marks Above Rs. 80 million to 100 million - 15 Marks More than Rs. 100 million - 20 Marks	20
<b>Experience</b>			
b	<b>No. of years of Services since Registration in Genset Maintenance-related services</b>	Evidence (Contracts, LOIs, Work Orders, Completion Certificate, etc.) required for providing year of establishment of business of applicant Firm/Company. Less 10 years - (0 Marks) Upto 10 years - (5 Marks) 11 to 15 years - (10 Marks) 15 to 20 years - (15 Marks) More than 20 years - (20 marks)	20
c	<b>Project</b>	Attach copies of supporting documents of Genset Maintenance (Contracts, LOIs, Work Orders, Completion Certificate, etc.) of last three years; Each project minimum should be Rs. 40 to 60 Million (10 Marks) Each project minimum should be above Rs. 60 to 100 million (20 Marks)	20
d	<b>Successful Completed Projects</b>	Good Reputation/ Appreciation Certificates Issued by clients well reputed/ renowned in the last three years; (10 Mark for each Certificate)	20
		(Attach Certificates should be issued on client letterhead with complete detail/ Signed and stamped):	
<b>Managerial and Personnel (HR) Capabilities</b>			
e	<b>Management Staff</b>	10 Professional qualified Minimum having Professional Bachelor Degree (Attached copies) 2 mark for each degree	20
	<b>Total Marks</b>		<b>100</b>

The **minimum qualifying score will be 60** for an Applicant to qualify to take part in the Bidding Process(es).

*The Pakistan Cricket Board, reserves the right to accept or reject any or all of the prospective applications in full or part thereof and its decision on all matters in this regard shall be final and binding. Applicants whose RFP is determined by PCB, at its sole discretion, to be meeting the criteria specified above.*

**ii- Financial Proposal**

Financial Proposals of only the Technically qualified Bidders shall be opened at time and date communicated by PCB, Lahore.

Following the opening of the Financial Proposals of the technically qualified Bidders, the Bidder with the lowest quoted Financial Proposal, will be awarded the contract.

### 3. LEGAL PROVISIONS IN RELATION TO THE BID PROCESS

By participating in the bidding process described in this RFP and/or responding to this RFP, each Bidder expressly accepts the terms and conditions set out in this RFP or any modification thereof. In the event of any conflict between the provisions of this RFP and the “**Hiring of third Party for Genset Annual Maintenance**” shall take precedence.

#### 3.1 No Grant of Rights

This RFP by itself does not, and is not intended to, constitute a contract or an offer capable of acceptance for the grant of any contract for “**Annual Genset Maintenance**” as provided in this RFP. Nothing in this RFP or in any materials provided by PCB either with this RFP or during the bidding process shall be construed as a grant by PCB of, or an agreement or undertaking to grant, any licence, assignment or other right in or to any contract for “**Annual Genset Maintenance Agreement**” and/or any Intellectual Property Rights, associated with the PCB, which are the property of PCB or licensed to PCB by third parties.

#### 3.2 Unfettered Right to Alter the RFP or the Bid Process

PCB reserves the right in its absolute and unfettered discretion at any time without advance notice and without giving any reason to:

- (a) withdraw the RFP and annul or terminate the process or modify this RFP in whole or in part (including any of the rights the subject of this RFP and/or the terms and conditions of this RFP); and/or
- (b) launch an additional, different or modified tender process or re-commence the process; and/or
- (c) call for further information concerning any Bid.

PCB will have no liability to any Bidder in respect of any such action and, in particular, PCB will have no liability for any costs or expenses incurred by any Bidder.

Notwithstanding the foregoing provisions of this Paragraph 3.2, once executed by the PCB and the successful Bidder, the “**Annual Genset Maintenance Agreement**” **may** not be amended save through a written instrument signed on behalf of both parties.

#### 3.3 Modifying the RFP

- (a) If PCB modifies the RFP and/or its terms, it intends to issue a written addendum to all Bidders and such addendum will be binding upon them. Bidders shall promptly acknowledge receipt of any such addendum.
- (b) Any Bid submitted to PCB prior to the issue of an addendum which modifies the RFP and/or its terms (other than only by extension of the Submission

Deadline) be amended at any time before the Submission Deadline to take into account such modification by the submission of a supplementary Bid to PCB following so far as appropriate the procedure set out in this RFP. Bids submitted to PCB prior to the issue of an addendum shall otherwise remain irrevocable, notwithstanding the issue of the addendum.

- (c) In addition to the above, the PCB at any stage waive any condition or requirement or vary any other term stipulated in this RFP provided that any waiver or amendment is applied equally to all Bidders and does not discriminate between or operate to unfairly disadvantage any Bidder.
- (d) Notwithstanding the preceding provisions of this paragraph 3.3, the PCB cannot vary or amend the, **“Annual Genset Maintenance Agreement”** once it has been duly executed by the PCB and the successful bidder without the prior written consent of such successful bidder.

### 3.4 **No Obligations**

Save for its obligations of confidentiality set out in Paragraph 3.7, PCB does not accept or assume any duty or obligation to any person under or in connection with this RFP unless it enters into the, **“Annual Genset Maintenance Agreement”** with a successful bidder in which case it will owe obligations to the successful bidder in accordance with the terms and conditions of the, **“Annual Genset Maintenance Agreement”**

### 3.5 **Influence and Inducements**

**Any attempt by any Bidder or prospective Bidder (or any person on its behalf), or for the apparent benefit of the Bidder or prospective Bidder, to influence PCB or any PCB officer or employee or anybody connected with PCB in the process of the examination, clarification, evaluation and comparison of Bids, or in any decision concerning the Bids, result in the rejection of the Bid of that Bidder. Bidders should note that the offer of an advantage or other inducement by a person with a view to influencing the acceptance or rejection of any Bid be a criminal offence.**

### 3.6 **No Representations or Warranties**

Neither PCB nor any of its officers, agents or employees makes or gives any representation, warranty or promise as to the reliability, accuracy, adequacy or completeness of the information contained in this RFP or within any subsequent clarifications made or further or supporting materials provided, or any other information made available at any time to any Bidder, or that the use of such information will not infringe the rights of any third party, and neither PCB nor any other such person accepts or shall have any liability for any, loss, damage or expense in connection therewith (whether suffered or incurred from reliance on such information or otherwise). this paragraph 3.6 shall not apply to a bidder with whom PCB has executed the **“Annual Genset Maintenance Agreement”** and such bidder will be entitled to the benefit of any representations, warranties, or promises made by the PCB in such, **“Annual Genset Maintenance Agreement”**.

### 3.7 **Confidentiality**

- (a) PCB agrees that, except as otherwise provided in this RFP, any Confidential Information included in the Bids received (including all financial information) will be kept confidential and will not be disclosed to any third party other than to PCB's professional advisers, officers, employees or agents.
- (b) Each Bidder agrees that it will keep the terms of this RFP and any Bid and other related information confidential and will not disclose the same to any person other than to its professional advisers, officers or employees as required for the purposes of its Bid.
- (c) No prospective Bidder is entitled to make any announcement relating directly or indirectly to this RFP, and in particular (but without limitation) to the instant bid process, its Bid or its intention to Bid or to any other Bidder, any other Bid or the intention of any other person to Bid. PCB shall have the sole right to make any announcement in relation to this RFP, and the selection of the successful Bidder.
- (d) PCB will be authorised to disclose the amount bid by any Bidder and false in its discretion disclose reasons why a particular Bid was not considered or technically qualified or otherwise disclose information which it determines is required for purposes of displaying transparency or compliance with law.

### 3.8 **Costs**

Each Bidder shall be solely responsible for all costs, expenses, losses, and liabilities incurred by it or by any third party who assists the Bidder (i) in the preparation and delivery of its Bid, (ii) in making, or reviewing responses to requests for further information or (iii) in any subsequent stage of the bidding process. PCB will not in any circumstances (including, without limitation, any departure by PCB from the provisions of this RFP and irrespective of what Bid or Bids be made or accepted) be liable or responsible for any such costs, expenses, losses or liabilities.

### 3.9 **Intellectual Property**

- (a) All rights, title and interest (including, without limitation, Intellectual Property Rights) in and to this RFP and any materials provided by PCB to any Bidder or prospective Bidder are and shall remain the exclusive property of PCB.
- (b) Once received by PCB, each Bid shall become the physical property of PCB. The Bidder waives and shall not make any claim against PCB in respect of any use made by PCB of any intellectual property or other similar rights relating to the ideas, concepts, designs, logos, flowcharts, diagrams, codes, formulas, patterns or any other materials contained in its Bid.

### 3.10 **Period for acceptances of Bids**

- (a) A Bid, once made, shall remain open for acceptance by PCB ninety (90) days from the Submission Deadline (or such later date as PCB specify in any addendum to this RFP).
- (b) Bid Security amounting to **PKR 50,000** in the form of Pay Order / Bank Draft / Call Deposit Receipt (CDR) in favour of PCB.
- (c) In exceptional circumstances PCB make a request to the Bidder in writing for a specified extension of the last date for the acceptance by PCB of a Bid. If the Bidder, in its unfettered discretion, desires to agree to such request, it will do



so in writing and will not be required or permitted to modify the Bid but will extend the period of the Bid Security correspondingly.

- (d) No Bid, once made, in any circumstances be withdrawn by the Bidder while it remains open for acceptance.

### 3.11 **Governing Law**

- (a) This RFP and any related documentation or correspondence (including, without limitation any bid) and any “**Annual Genset Maintenance Agreement**” shall be governed by, and construed in accordance with, the laws of Pakistan.
- (b) Any and all disputes arising out of or in relation to this RFP, the bidding process described in this RFP, any related documentation or correspondence and any “**Annual Genset Maintenance Agreement**” including any question regarding the existence, validity or termination of the same, shall be referred to and finally resolved by the dispute resolution mechanism set out under paragraph 37 of the PCB constitution.

## **ANNEXURE - A**

### **FORMAT OF THE FINANCIAL PROPOSAL**

[Date \_\_\_\_\_]  
Pakistan Cricket Board (PCB)  
Gaddafi Stadium  
Lahore

Dear Sirs

This is with reference to the Invitation to Bid dated **27<sup>th</sup> November 2023** which has been floated by PCB for the "**GENSET ANNUAL MAINTENANCE AGREEMENT**".

**For Karachi**

Our Financial Proposal is as follows: -	<b>Amount Including all Taxes (2024)</b>	<b>Amount Including all Taxes (2025)</b>
Charges for the AMC of Engine (As per Annexure B)		

**- in Words and Numbers (PKR) \_\_\_\_\_**  
**All prices must be inclusive of all taxes and material costs.**

**For Gaddafi Stadium Lahore**

Our Financial Proposal is as follows: -	<b>Amount Including all Taxes (2024)</b>	<b>Amount Including all Taxes (2025)</b>
Charges for the AMC of Engine (As per Annexure B)		

**- in Words and Numbers (PKR) \_\_\_\_\_**  
**All prices must be inclusive of all taxes and material costs.**

**For Multan**

Our Financial Proposal is as follows: -	<b>Amount Including all Taxes (2024)</b>	<b>Amount Including all Taxes (2025)</b>
Charges for the AMC of Engine (As per Annexure B)		

**- in Words and Numbers (PKR) \_\_\_\_\_**  
**All prices must be inclusive of all taxes and material costs.**

**For Cricket House, Lahore**

Our Financial Proposal is as follows: -	<b>Amount Including all Taxes (2024)</b>	<b>Amount Including all Taxes (2025)</b>
Charges for the AMC of Engine (As per Annexure B)		

**- in Words and Numbers (PKR) \_\_\_\_\_**  
**All prices must be inclusive of all taxes and material costs.**

**For Rawalpindi**

Our Financial Proposal is as follows: -	<b>Amount Including all Taxes (2024)</b>	<b>Amount Including all Taxes (2025)</b>
Charges for the AMC of Engine (As per Annexure B)		

**- in Words and Numbers (PKR) \_\_\_\_\_**

**All prices must be inclusive of all taxes and material costs.**

**For Faisalabad**

Our Financial Proposal is as follows: -

**Amount Including  
all Taxes (2024)**

**Amount Including  
all Taxes (2025)**

Charges for the AMC of Engine  
(As per Annexure B)

**- in Words and Numbers (PKR)** \_\_\_\_\_

**All prices must be inclusive of all taxes and material costs.**

We confirm that the amount referred to above is inclusive of all applicable duties & taxes and includes all underlying and associated costs & expenses in relation to the provision of the Services.

This Financial Proposal is made subject to the terms of the RFP and we confirm that we are bound by those terms for a period of ninety (90) days from the scheduled date of opening of Proposals.

Yours faithfully

\_\_\_\_\_  
Authorised Signatory of Bidder

along with the company seal/stamp

**ANNEXURE B**

**Scope of Work for Gensets Maintenance**

**GENSETS INSTALLED AT**

**Location:** LAHORE, KARACHI, RAWALPINDI, MULTAN, FAISALABAD, CRICKET HOUSE

**Fiscal Year:** 2023 – 2025

**Title:** Gensets Maintenance

Genset Systems: Flood Light, Digital Screen and Building Genset

Manufacturer: Volvo, Perkins

**DESCRIPTION:**

Pakistan Cricket Board requires preventive maintenance services for its GENSETS installed at cricket stadiums of Lahore, Karachi, Rawalpindi, Multan, Faisalabad and Cricket House Lahore.

These services shall result in GENSETs being serviced under this agreement being in good operational condition when put in operation.

**DESCRIPTION/SPECIFICATION/WORK STATEMENT EQUIPMENT AND PERFORMANCE REQUIREMENTS**

Pakistan Cricket Board requires the Service Provider to maintain the GENERATOR in a safe, reliable and efficient operating condition. Please see equipment list (ANNEXURE C) for a more detailed description.

The Service Provider shall provide all necessary managerial, administrative, and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with OEM manual.

The Service Provider shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.
- provide consumable materials

**Performance Standards** The generators shall always be ready to provide uninterpretable power during routine testing and MATCHES as per schedule.

The Service Provider shall schedule all preventive maintenance work with Manager Electrical.

**SCHEDULED PREVENTIVE MAINTENANCE:**

**General:**

- i. The Service Provider shall perform preventive maintenance as outlined in Original Equipment Manufacturer (OEM) manual based on operation hours and time.
- ii. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated / running.
- iii. The Service Provider shall inventory, supply, and replace expendable parts (filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Service Provider shall maintain a supply of expendable and common parts in his inventory so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians,

personal protective equipment (hands, hearing, eye protection), cleaning material and oil spill containment kits.

- iv. The Service Provider should inventory the supply after each visit and order replacement supplies and have them delivered to the Pakistan Cricket Board when required.

**Exclusion:**

- i. The scope of services do NOT include repair of equipment and replacement of hardware like (bearings, pistons, piston rings, crankshaft, and gears.) Hardware replacements will be separately priced out by the Service Provider for the PCB approval and acceptance. The PCB has the option to accept or reject the Service Provider's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the PCB, the Service Provider shall utilize PCB purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Service Provider negligence.
- ii. Replacement/repair of any electronic or electrical parts must be approved by the PCB prior to installation of the part. If the Service Provider proceeds to replace any electronic or electrical parts without PCB approval, the Service Provider shall de-install the parts at no cost to the PCB.

**Checklist Approval:**

The Service Provider shall submit to the PCB a schedule and description of preventive maintenance tasks which the Service Provider plans to provide. The Service Provider shall prepare this schedule and task description based on OEM manual in a checklist format for the PCB approval prior to contract work commencement.

The Service Provider shall provide trained technicians to perform the service at frequencies stated in OEM Manual. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the PCB after the maintenance visit.

It is the responsibility of the Service Provider to perform all original equipment manufacturers (OEM) recommended preventive maintenance as well as preventive maintenance recommended by the OEMs technical manuals for the respective equipment.

**PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES**

The Service Provider shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing. The Service Provider shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

Service Provider furnished materials will include but not limited to

- Appropriate tools including special tools, testing equipment, safety shoes and apparel for technicians, hands, hearing, and eye protection, cleaning material and oil spill containment kit,
- Expendable/consumable items (e.g., hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuse)

**STATEMENT OF WORK GENERAL INFORMATION:**

Pakistan Cricket Board requires services, to perform preventive maintenance services of the generator systems.

If any discrepancies are found with the generator system that are not covered under this scope of work, then the Service Provider must provide the following:

1. Detailed report noting the discrepancy found.

2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At the **Minimum** but limited to the following work must be done:

**A. Monthly or After 100 hours Schedule**

1. Conduct visual check around the genset
2. Check engine oil level
3. Check coolant level
4. Drain water sediment from fuel tank and filters
5. Check air cleaner
6. Check piping, hoses, clamps
7. Check restriction indicator
8. Check fuel level in day tank
9. Automatically start and run under load for 1/2 hour
10. Observe auto start delay and transfer time
11. Check operation of engine block water heater
12. Check exhaust for excessive black or white smoke
13. Read and record all gauges/meter adjust
14. While engine is operating, check for water, fuel oil leaks

**B. Semi-Annual Schedule**

1. Conduct visual check around the genset.
2. Check the battery's liquids specific gravity, do battery load test, add battery liquid if necessary.
3. Clean battery terminals and lugs (apply grease on terminal connections).
4. Check and adjust tension on all V and fan belts, as required.
5. Check all V and fan belts, make sure there are no hair cracks on the belts, replace as needed.
6. Check fuel tanks to make sure full and treat the fuel as needed.
7. Open fuel filter drains cocks. Drain water and sediment.
8. Check the fuel day tank, drain the water separator filter. Drain water and sediment.
9. Drain condensate from exhaust condensate trap.
10. Turn off the generator circuit breaker and run the generator unloaded for 15 minutes. Check the generator for unusual conditions, such as: excessive vibration, excessive black or white smoke. The following indicators also need to be checked while the generator is running oil pressure gauge, water temperature gauge, fuel pressure gauge, RPM indicator, volts; amps; and frequency indicators. Verify all in normal condition.
11. Start unit and run under load for 1/2 hour.
12. Read and record all gauges/meters (adjust/calibrate as required).
13. Check exhaust for excessive black or white smoke. (See manufacture's manual).
14. Check turbocharger for vibrations, check for any abnormal noise during operation.
15. Check air box drain tubes for excess fuel or oil blow-by.
16. Check generator bearing for noise and overheating. Check to ensure proper oil flow in sight glass.
17. Check exhaust manifold, muffler, and piping for leaks and secure mountings.
18. Check fuel day tank for overheating.
19. Check engine fuel pressure gauge
20. Check fuel pressure gage.

21. Check ATS operations and calibrate if installed. Observe and record retransfer/cool down time.
22. Test engine auto-shutdown components.
23. Change the fuel filters if required.
24. Clean air filter element.
25. Check and clean air box drain tubes and canisters.
26. Clean fuel filters and elements.
27. Clean and lubricate linkage and end bearings.
28. Inspect all fuel, oil, and water piping for secure mounting.
29. Inspect exhaust piping and muffler insulation.
30. Check all indication lights, replace any defective bulbs.
31. Perform any additional maintenance tasks that may be recommended in the manufacture's operations and maintenance manuals.
32. Perform descaling and complete cleaning/service of engine radiator.
33. With the engine running and the generator circuit breaker open: a. Jumper water temperature switch b. Jumper oil pressure switch c. Jumper over-speed switch Each time the switch is "jumped," the engine should stop, and the corresponding failure lamp should illuminate. Reset the shutdown mechanisms after each test.
34. Simulate and check all the alarm codes at the Remote Annunciator panel.
35. Check and clean Remote Start panel.
36. Inspect and test runs the Genset remotely.
37. Test engine safety shutdown systems.
  
38. Check unit for proper frequency/speed, voltage and amperage.
  
39. Fill out maintenance checklist and report deficiencies.
40. Submit Service Inspection and Test Report.

### **C. Annual Schedule:**

1. Repeat all check items in the Semi-Annual schedule.
2. Inspect engine and generator wiring harness for wear and damages.
3. Inspect supports and spring isolators for soundness and stability.
4. Inspect unit thoroughly for loose fasteners.
5. Test and operate mechanical emergency shut off controls.
6. Clean radiator air passages and exhaust air ducts.
7. Clean intake louvers and ducts.
8. Check automatic open and close shutter-stats and thematic fans.
9. Inspect unit for corrosion. Remove any corrosion, prime and paint.
10. Fill out maintenance checklist and report deficiencies.
11. Perform any additional maintenance tasks that may be recommended in the manufacture's operations and maintenance manuals.
12. Conduct a load bank test using a remote load bank to operate the diesel generator at 80% of rated capacity for 4-hours, to be performed prior to the annual oil change. After approximately one hour, record the readings of all gauges: oil pressure, fuel pressure, oil meter, engine jacket water temperature, exhaust temperature (if equipped), and manifold vacuum (if equipped). Engine slobbering can occur if the load testing is not conducted. Load test report shall be submitted to the PCB.
13. Change oil and oil filter. (Must be changed every 250 hours or annually).
14. Replace the V and fan belts; tighten the belts with proper tension.
15. Replace all fuel filters and record differential pressure to start a baseline.

16. Replace air filters.
17. Check and inspect fuel diesel day tank.
18. Obtain fuel sample at day tank and storage tank for analysis.
19. Clean dust and vacuum all the controls, meters, switching mechanism components, interior busywork, and connecting lugs of the ATS, Remote Start control panel, Annunciator and AMF.
20. Inspect/Check busywork and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
21. Check stationary and movable contacts.
22. Check system hardware, control wirings and power cables for loose connections.
23. Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
24. Check the cabinet interior for loose hardware.
25. Service or replace the batteries in the Digital Module every two years. (As applicable)
26. Perform any additional maintenance tasks as recommended in the manufacture's operation and maintenance manuals.
27. Submit service inspection and testing report.

**D. 2 Year Check Schedule:**

1. Conduct the Semi-annual and Annual PM Service.
2. Clean, flush, and recharge the coolant system.
3. Inspect water pump and seals; replace any worn or defective parts.
4. Clean and inspect the oil cooler.
5. Clean and inspect the after cooler.

**E. 3 Year Check Schedule:**

1. Conduct the Semi-annual and Annual PM Service.
2. Replace all hoses.
3. Conduct all checks under the "every 3 years: before starting the engine."
4. Conduct all checks under the "every 3 years: with engine running."
5. Conduct all checks under the "every 3 years: after stopping the engine."
6. Replace all batteries every three years or as required.

**Every Three Years: Before Starting the Engine**

1. Preventive maintenance for Standby generator sets to be performed by an authorized mechanic.
2. Generator – Check for moisture, dust, oil, grease, and debris on main stator windings, exciter, and PMG clean as needed.
3. Cooling System – Drain, clean and flush. Replace thermostat(s). Refill with coolant solution and conditioner.
4. Hoses and Belts - Replace; It is recommended that all hoses and belts be replaced at this time to minimize downtime and additional repair cost of component failures caused by these items.
5. Batteries – Replace all generator starting batteries at this interval.
6. Turbocharger – Inspect/Check; Inspect for proper operation. Check the end play and radial clearance on the turbine wheel and shaft.
7. Engine – Perform a complete engine adjustment and tune-up.
8. Generator Bearing – Inspect generator bearing and brackets. Lubricate generator bearing; refer to Generator Service Manual. Every Three Years: With Engine Running
9. Start the Engine – Operate the engine and check all gauges, oil pressure, fuel pressure, rpm (frequency), generated voltage and engine jacket water temperature for correct readings.



10. Engine Crankcase – Check the oil level. Maintain the oil level between the ADD and FULL marks on the “Engine Running” side of the dipstick.
11. Generator Air Inlet Filter (If equipped) – If differential pressure exceeds 06 inches of water, stop the engine and clean the elements by soaking in hot water with detergent. Rinse with clear water. Recharge the elements with a thin layer of light weight machine oil (WD-40 or equivalent).
12. Exhaust System – Check for leaks. Repair or replace defective components with engine stopped. • Leaks and Noises – Check for leaks and unusual noises. NOTE: Engine must be stopped before making necessary repair.
13. Main Stator Winding Temperature (if equipped with winding defectors) – Check and record main stator winding temperatures with engine under load. NOTE: Nominal temperature values for stand by units are 1800C (3560F) for the alarm and 2050C (4010F) for the shutdown.
14. Bearing Bracket Temperature (If equipped) – Check and record all bearing bracket temperatures with the engine under a load. NOTE: Nominal temperature values for the bearing bracket are 850C (1850F) for the alarm and 950C (2030F) for the shutdown.

### **Every Three Years: After Stopping the Engine**

1. Walk-Around Inspection – Repair or adjust. Make repairs or adjustments to the engine and generator set as necessary. Report any malfunction and make necessary repairs.
2. Scheduled Oil Sampling (S ♦ O ♦ S) – Obtain sample for analysis.
3. Engine Oil and Filter(s) – Change oil. Replace filter(s), cut old filter open and inspect for foreign material.
4. Coolant Analysis – Obtain sample for analysis.
5. Fuel Tank Level – Check the fuel level; refill if below  $\frac{3}{4}$  full.
6. Diesel Fuel Oil – Obtain sample for analysis. • Battery Charger – Record charging amperage reading.
7. Automatic Transfer Switches – Check that all switches are in proper position for automatic start.
8. Laboratory report for all chemicals shall be submitted to the PCB.
9. Service Provider must submit to the PCB for review, work sheet/checklist that will be used for performing maintenance service.
10. PCB must immediately be made aware of any condition discovered that could result in equipment failure.
11. Test and inspection report shall be submitted to the PCB within three days of completing work.

### **Note:**

- 1) As engines are already more than 10 years old therefore, at start of contract period, Service Provider will perform the 03-year check, perform service/maintenance activities and replace the parts as per OEM manual / mentioned in semi-annual, Annual and 2 year and 03 years schedule.
- 2) Service Provider must include the price of all consumable parts including filters, coolant and engine oil for 02 service / year based on 06-month time period between each service.
- 3) if service is due earlier than 06 month based on running hours then Service Provider will perform the service and deliver parts and invoice it separately.
- 4) Service Provider must have own **VOCOM Diagnostic Tool** for Volvo engines in order to access the ECM and perform the testing/configuration and diagnostic services.
- 5) Service Provider must have proven experience for maintenance of Volvo engines.

6) Service Provider must have offices in Lahore, Islamabad and Karachi in order to deploy the maintenance personals in shortest possible times.

### Annexure - C

<b>PCB Genest Detail</b>		
<b>Lahore</b>		
<b>Make</b>	<b>Capacity</b>	<b>No</b>
Volvo	500 KVA	6
Volvo	200 KVA	1
Volvo	250KVA	1
Perkins	100 KVA	1
<b>Karachi</b>		
Volvo	350 KVA	8
Volvo	200 KVA	1
Volvo	100 KVA	1
<b>Multan</b>		
Volvo	200 KVA	1
<b>Rawalpindi</b>		
Volvo	200 KVA	2
<b>Cricket House</b>		
Volvo	400 KVA	1
<b>Faisalabad</b>		
Volvo	200 KVA	1
<b>Total</b>		<b>25</b>

**Note:**

**Please note that services are required at respective city.**

**TO BE EXECUTED ON STAMP PAPER**

**THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2023;**

**BETWEEN**

**Pakistan Cricket Board**, established by the Federal Government for the promotion, development and regulation of the game of cricket in Pakistan vide SRO No. 43(KE)/2014, having its Head Office situated at Gaddafi Stadium, Ferozpur Road, Lahore - Pakistan, through any of its representatives (hereinafter referred to as "**PCB**", which expression wherever the context so admits, shall mean and include its successors-in-interest and permitted assigns) of the **First part**;

**AND**

\_\_\_\_\_, a company duly incorporated under the laws of Pakistan with its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Service Provider**" which expression shall mean and include its successors-in-interest and permitted assigns) of the **Second Part**.

(PCB and the Service Provider shall be referred to individually as a "**Party**" and collectively as the "**Parties**")

**WHEREAS;**

- (A) The PCB is the governing body for the sport of cricket in Pakistan;
- (B) The PCB is desirous of awarding the contract for the "**Annual Genset Maintenance Agreement**", for the annual maintenance of generators in various cities of Pakistan from 1<sup>st</sup> January 2024 to 30<sup>th</sup> Decembr 2025;
- (C) Pursuant to a bidding process undertaken by the PCB, the Service Provider submitted a Bid for the award of the contract for the "**Annual Genset Maintenance Agreement**", which Bid was declared successful by PCB;
- (D) The Service Provider wishes to enter into this Agreement in respect of the "**Annual Genset Maintenance Agreement**" for the offices of PCB at all the Stadia in Pakistan and Cricket House Lahore, as specified under Schedule I attached herewith, on the terms and subject to the conditions set out herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (except where the context otherwise requires) capitalised words and expressions shall have the meanings set out below:

**"Agreement" or "Annual Genset Maintenance Agreement"** means this agreement including its Schedules;

**"Applicable Law"** means: (a) all applicable laws, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees

imposed by law or any competent authority; and (b) any term in any licence granted by any such competent authority to which either Party is from time to time subject;

**"Business Day"** means a day (other than a Saturday or Sunday or public holiday) when banks are open for the transaction of normal banking business in Pakistan;

**"Confidential Information"** means all information received or obtained by the Service Provider from PCB ("disclosing party") as a result of or in connection with its entering into or performing this Agreement (including in the course of discussions leading up to the entering into of this Agreement) and/or which relates to (a) the negotiations concerning this Agreement, any information, documents and materials in whatever medium and whether written or oral relating thereto; (b) the provisions of this Agreement; (c) the subject matter of this Agreement or any ancillary matter; or (d) any other party's business, customers or financial or other affairs, other than (i) any information obtained from a third party who was not itself under any obligation of confidence in relation to that information; (ii) any information which is in the public domain otherwise than as a result of a breach of the confidentiality obligations in this Agreement; or (iii) any information which was developed or created independently by or on behalf of the receiving party; or (iv) any information which needs to be provided on account of a court order or a Government directive;

**"Designated Account"** means the bank account of the Service Provider with the following details:

**PKR Routing Instructions for Wire Transfer:**

Please Transfer To:  
Account Title:  
Account Number:  
IBAN#  
Bank:  
Address:

**"Effective Date"** means the date on which this Agreement comes into force and effect, pursuant to Clause 2 of this Agreement;

**"Fee"** shall have the meaning set out in Clause 4.1 of this Agreement;

**"Force Majeure"** means any event affecting the performance of a Party of its obligations under this Agreement which is beyond the reasonable control of the relevant Party including any strike or labour disturbance (except of its own employees or Service Providers), lockout, act of vandalism, fire, failure or shortage of power supplies, satellite or other communications links or technical failure, adverse weather or abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing and specifically excluding any lack of funds or insolvency event affecting the Party so affected;

**"Head Office"** shall be the Headquarters of PCB located at Gaddafi Stadium, Ferozpur Road, Lahore.

**"Performance Security"** shall have the meaning set out in Clause 5 of this Agreement;

**“Annual Genset Maintenance or “Services”** shall mean the list of activities and obligations listed in Clause 3 and Schedule I attached with this Agreement.

**"Venue"** means the Stadia of PCB at Lahore, Karachi, Rawalpindi, Faisalabad and Multan and the Cricket House Lahore, as intimated to the Service Provider by PCB, where the Services under this Agreement need to be provided; and

**"Term"** shall mean the period of two calendar year commencing from the Effective Date till 30<sup>th</sup> December 2025, unless terminated earlier in accordance with Clause 9;

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.

References to Clauses, paragraphs and Schedules are, unless otherwise stated, references to clauses and paragraphs of and schedules to this Agreement. The expression "this Clause" shall, unless followed by the number of a specific part of the Clause, refer to the whole Clause in which it occurs.

The Schedule to this Agreement is incorporated into and forms an integral part of this Agreement.

The headings are for ease of reference only and shall not affect the interpretation of this Agreement.

References to any of the Parties include their respective successors in title and permitted assignees.

References to legislation include statutes, by-laws, regulations, rules, subordinate or delegated legislation and orders. Any reference to legislation is to that legislation at the date of this Agreement. However, where the reference relates to an obligation arising or to be performed after the date of this Agreement, it refers to any replacement, restatement or variation of that legislation at that time.

References to a person (or to a word importing a person) shall be construed so as to include that person's successors in title and assigns or transferees; and references to a person shall also be construed as including an individual, firm, partnership, trust, joint venture, company corporate, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-Service Providers, agents, attorneys and other representatives.

The "Ejusdem Generis" rule does not apply to the interpretation of this Agreement. The words **"include"**, **"including"** and **"in particular"** or any similar expression indicate examples only and do not limit the general nature of any preceding words. A phrase starting with the words "or other" or "otherwise" is not limited by any preceding words where a wider interpretation is possible.

References to this Agreement or any other document shall be construed as references to this Agreement or that other document, as amended, varied, novated, supplemented or replaced from time to time.

Where this Agreement defines a word or expression, related words and expressions have a consistent meaning.

A "**day**" means the twenty-four (24) hours from midnight to midnight. Reference to a date is to the corresponding day. References to time are to the time in Pakistan.

No provision of this Agreement will be construed adversely against a Party because that Party was responsible for the preparation of this Agreement or that provision.

## **2. COMMENCEMENT AND DURATION**

This Agreement shall come into force on \_\_\_\_\_, and shall be deemed to have been in effect from the date of signing (the "Effective Date") and, unless terminated earlier in accordance with Clause 8, shall continue until the expiry of the Term.

This Agreement may be extended for a further period of one (01) year with the consent of both Parties to be recorded in writing on such terms and conditions as mutually agreed.

## **3. GENSET ANNUAL MAINTENANCE**

3.1 In consideration of the payment of the Invoice by PCB to the Service Provider, the Service Provider shall perform the Services provided in this Clause and as more particularly detailed under Schedule I of this Agreement, for all designated offices of PCB.

## **4. CONSIDERATION**

4.1 In consideration of the provision of the Services by the Service Provider pursuant to this Agreement, the Service Provider shall be entitled to a total Fee of PKR. \_\_\_\_\_ (Pakistan Rupees \_\_\_\_\_) (the "Services Fee") for the period of two years details mentioned in schedule III. This fee shall be inclusive of all applicable taxes, levies, fee, charges, materials etc.

4.2 This Fee shall be inclusive of all applicable taxes including but not limited to sales tax and all underlying costs and expenses in relation to the Annual Genset Maintenance Agreement and PCB shall have no liability in this regard. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the Service Provider's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required.

4.3 Any and all incidental costs, expenses and taxes in relation to the execution of this Agreement or any other expenses incurred by the Service Provider in connection to this Agreement shall be borne entirely by the Service Provider and PCB shall have no liability in this regard. To the extent that the Service Provider does not comply with the Applicable Law as regards any tax, duty or other fiscal imposition, the Service Provider will indemnify PCB in respect of any claim that may be made against PCB arising from such non-compliance. If by virtue of any Applicable Law, PCB is obliged to charge sales tax or any other tax from the Service Provider, or to collect or charge any advance tax or other amount from the Service Provider, the PCB shall include such amounts in its invoices submitted to the Service Provider and the Service Provider shall be obliged to pay such amounts to PCB.

4.4 It is agreed by the Parties that the Fee is the entire amount payable by PCB to the Service Provider in relation to the Annual Genset Maintenance Agreement and no other amount shall be paid or payable by PCB to the Service Provider whether as consideration for Equipment or services, reimbursement of expenses or otherwise.

- 4.5 PCB shall pay in full all undisputed Annual Genset Maintenance Agreement invoices submitted by the Service Provider within thirty (30) days from its receipt of the invoice(s) in accordance with the payment schedule attached under Schedule III;
- 4.6 Any disputed amount shall be paid pursuant to timely resolution of the same by both Parties, provided that the disputed amount shall become payable within twenty (20) days after the Service Provider has provided substantiation as to the accuracy of the amount charged to PCB.

5. **PERFRMANCE SECURITY**

- 5.1 The Service Provider shall provide performance security to PCB in the form of a bank guarantee issued by a scheduled bank (the “**Performance Security**”). The amount of the Performance Security shall be **PKR. 200,000/-** (Pakistan Rupees two hundred thousand only). The Performance Security shall secure all obligations of the Service Provider under this Agreement and shall be provided at the time of signing of this Agreement.
- 5.2 The Performance Security, if not encashed, shall be returned to the Service Provider thirty (30) business days after the expiry of the Term after getting a request from the Service Provider in writing.

In relation to the bank guarantee which forms the Performance Security, as between PCB and the Service Provider:

- (a) PCB shall exercise its rights in relation to the Performance Security in good faith;
- (b) PCB shall only encash the Performance Security in the event that, in the PCB’s sole opinion, the Service Provider has not carried out its obligations pursuant to this Agreement in relation to the Services, to the satisfaction of PCB; and
- (c) PCB shall inform the Event Service Provider of its intention to encash the Performance Security on the day that it intends to do so; however, for the purposes of clarification, PCB shall not require the consent or the approval of the Service Provider, in any form or manner, to encash the Performance Security.

The Parties agree that in the event that PCB encashes the Performance Security, in accordance with this Clause, it shall not prejudice any other legal right or remedy available to the PCB, either pursuant to this Agreement or under any Applicable Law, to proceed against the Service Provider for breach of this Agreement.

The Performance Security, if not encashed, shall be returned to the Service Provider two (2) business days after the expiry of the Term.

6. **PCB’S OBLIGATIONS**

PCB shall provide to the Service Provider all information and details reasonably required in order to perform the Services, including the delivery information, receiver’s details, etc.

**7. WARRANTIES OF PCB**

7.1 PCB warrants, represents and undertakes to the Service Provider that:

- (a) it has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;
- (b) it is a statutory organization validly constituted and existing under the laws of its jurisdiction;
- (c) it has the full right, title and authority to enter into this Agreement and to give, accept and perform the obligations, undertakings, covenants, warranties, representations and agreements to be given, accepted or performed by it under this Agreement;
- (d) the person(s) signing this Agreement on behalf of PCB have been duly authorised by PCB and no other action is, or will at any time during the Term be, necessary to authorise the signature and entry into of this Agreement or the performance of any obligation provided for in or contemplated by this Agreement;
- (e) upon signature of this Agreement by both Parties, this Agreement shall constitute a legal, valid and binding obligation of PCB enforceable in accordance with its terms; and
- (f) there are no actions, suits or proceedings (whether criminal or civil) in progress, outstanding, pending or threatened against it which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement and so far as PCB is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings.

7.2 In connection with the representations, warranties and undertakings set out in Clause 6.1, no actual or imputed knowledge of any fact, matter or thing on the part of the Service Provider shall in any way prejudice or affect the Service Provider's rights and remedies against PCB for any misrepresentation or breach of such warranty or undertaking.

**8. WARRANTIES OF THE SERVICE PROVIDER**

8.1 The Service Provider warrants, represents and undertakes to PCB that:

- (a) the Service Provider has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;
- (b) the Service Provider is a company validly constituted under the laws of the territory in which it was incorporated and the Service Provider has been in continuous existence since its incorporation;
- (c) the Service Provider has the full right, title and authority to enter into this Agreement and to give, accept and perform the obligations, undertakings, covenants, warranties, representations and agreements to be given, accepted or performed by it under this Agreement;
- (d) the persons signing this Agreement on behalf of the Service Provider have been duly authorised by the board of directors of the Service Provider and no other action is, or will at any time during the Term be, necessary to authorise the



signature and entry into this Agreement or the performance of any obligation provided for in or contemplated by this Agreement;

- (e) the Service Provider shall comply with all Applicable Law in connection with the performance of its obligations hereunder;
- (f) upon signature of this Agreement by both Parties, this Agreement shall constitute a legal, valid and binding obligation of the Service Provider, enforceable in accordance with its terms;
- (g) there are no actions, suits or proceedings (whether criminal or civil) in progress, outstanding, pending or threatened against the Service Provider which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement and, so far as the Service Provider is aware, there are no circumstances likely to give rise to any such actions, suits or proceedings;
- (h) so far as the Service Provider is aware (having made all due and proper enquiries), the Service Provider is not the subject of, or threatened with, any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or agency which are likely to have a material adverse effect on the conduct of its (or their) business or affairs and there are no circumstances which are likely to give rise to any such investigation, inquiry or enforcement proceedings;
- (i) so far as the Service Provider is aware (having made all due and proper enquiries), the Service Provider's officers, directors or employees have not committed any criminal or unlawful act in the conduct of its business or affairs or made or received any bribes, illegal inducements or undisclosed payments which are likely to have a material adverse effect on its ability fully to perform its obligations under this Agreement or bring PCB, the International Cricket Council or the sport of cricket into disrepute;
- (j) the Service Provider's performance of the Services shall comply with all Applicable Law;
- (k) the Service Provider shall use its best endeavours to ensure the provision of the highest level of quality of service for PCB;
- (l) all the requisite clearances and approvals from the authorities with respect to the Services have been obtained.

8.2 In connection with the representations, warranties and undertakings set out in Clause 7.1, no actual or imputed knowledge of any fact, matter or thing on the part of PCB shall in any way prejudice or affect PCB's rights and remedies against the Service Provider for any misrepresentation or breach of such warranty or undertaking.

## 9. **INTELLECTUAL PROPERTY RIGHTS**

9.1 Each Party shall have limited rights to use the name, logos and Intellectual Property of the other Party only for the performance of its obligations under this Agreement. The brand name, logo and other Intellectual Property of the Parties shall remain the sole and exclusive property of the respective Parties concerned.

9.2 In addition to the Parties' obligations hereunder, the Parties shall respect and not infringe upon the other Parties' Intellectual Property Rights. The Parties recognize and

acknowledge the proprietorship of the trademarks, copyrights, logo and the valuable reputation of each other and goodwill attached to the said intellectual property. The Parties hereby agree that they are willing to co-operate with each other in preserving such reputation and goodwill and pledges to refrain from doing any act, directly or indirectly which, in any way impair or infringe the said proprietorship. However, usage or deemed usage by one Party of Intellectual Property of any other Party in the due course of rights under this Agreement and in due execution of obligations hereunder shall not tantamount to breach of this clause.

9.3 Any documentation or material prepared by the Service Provider during the course of this Agreement in connection with the performance of the Services shall be the sole and exclusive property of PCB.

9.4 Nothing contained herein shall, at any time during the continuation of this Agreement or after its expiry or earlier termination thereof, give or be deemed to give or shall be intended to give or confer on any Party any right, title or interest or claim in or to the said Intellectual Property belonging to the any other Party and shall continue to vest solely and absolutely in favour of such other Party and vice versa.

## 10. **TERMINATION AND SUSPENSION**

10.1 Either Party (the "**terminating party**") (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the other Party if:

- (a) the other Party is in material breach of any of its obligations under this Agreement, other than as a result of Force Majeure, and such default or breach is (i) irremediable; or (ii) capable of remedy and has not been remedied to the reasonable satisfaction of the terminating party within fourteen (14) days of a written request so to do;
- (b) the other Party becomes bankrupt or insolvent or enters into liquidation or administration (other than a solvent voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets or ceases or threatens to cease to carry on business, or any bankruptcy or similar proceedings, at a creditor's or at its request, are instituted against it, or if it commits or suffers any act or event equivalent or analogous to any of the foregoing in any jurisdiction to which it or any of its assets is subject; or
- (c) any distress or execution is levied on the whole or a substantial part of the assets of the other party or any final judgement for a monetary sum is given against the other party and in either case the relevant debt or sum is not paid within twenty-one (21) days.

PCB, without prejudice to its other rights under this Agreement or at law, suspend performance of its obligations under this Agreement or any of them, without any right on the part of the Service Provider to compensation, during any period in which the Service Provider is in breach of any of its material obligations under this Agreement and until such time as the applicable breach(es) or the consequences thereof have been remedied by the Service Provider to the reasonable satisfaction of PCB.

**11. CONSEQUENCES OF TERMINATION**

- 11.1 Upon expiry of the Term or termination of the Agreement for whatever cause the Service Provider shall cease to perform any Services and the Service Provider shall procure that all persons permitted by it to perform any of the Services pursuant to the Agreement shall forthwith cease to perform such Services for any purpose whatsoever.
- 11.2 Termination of this Agreement shall operate without prejudice to any rights, remedies or liabilities which have accrued to either Party antecedent to such termination (and in particular, payment of all monies due) or arising from or connected with such termination, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.
- 11.3 On termination of the Agreement (howsoever occasioned):
- (a) without prejudice to the generality of Clause 9.2, all accrued liabilities and subsisting rights and duties created by Clause 13 shall survive;
  - (b) each Party shall cause all Confidential Information belonging to the other Party in whatever medium the same is recorded or held to be returned, deleted or destroyed according to the written instructions of the other Party; and
  - (c) the Service Provider shall, at PCB's request, forthwith deliver up to PCB all copies of any information, data, materials supplied to the Service Provider by PCB for the purposes of the Agreement and created by the Service Provider pursuant to this Agreement and shall certify to PCB that no copies of such information or data have been retained.

**12. FORCE MAJEURE AND COVID-19**

- 12.1 If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of Force Majeure, it shall promptly serve written notice on the other Party specifying the matters constituting Force Majeure and providing the other Party with its best estimate of the likely extent and duration of Force Majeure. The Party prevented from performing its obligations under this Agreement by Force Majeure shall be excused from performance of such obligations from the date of such notice for so long as Force Majeure continues provided that:
- (a) such Party shall, throughout the duration of Force Majeure, take all reasonable steps to mitigate the effects of Force Majeure and bring Force Majeure to a close; and
  - (b) upon cessation of Force Majeure the Party affected shall promptly serve notice in writing on the other of such cessation and shall resume performance of its obligations under this Agreement.
- 12.2 Each Party shall work to minimise any impact that the strain of the coronavirus disease impacting events, workforces and operations globally at the date of execution of this Agreement and any mutations thereof ("COVID-19") has on its ability to meet any obligation and shall keep the other party regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption.
- 12.3 If performance by either Party of such Party's obligations under this Agreement is only partially affected by Force Majeure or COVID-19, such Party shall at the other Party's

sole option nevertheless remain liable for the performance of those obligations not affected by Force Majeure or COVID-19

- 12.4 Neither Party shall be liable to the other for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to Force Majeure if and to the extent that such breach or non-performance is permitted pursuant to Clause 11.1.

**13. CLAIMS AND LIABILITY**

- 13.1 PCB shall not be liable to the Service Provider in any circumstances for any indirect, consequential or economic loss, any loss of revenue, business, contracts, anticipated savings or loss of profits or wasted expenditure arising out of or in connection with the performance of its obligations under this Agreement or any breach thereof even if it was advised in advance of the possibility of such loss or damage.
- 13.2 PCB's maximum liability, if any, to the Service Provider in aggregate in contract, tort or otherwise (including any liability for any negligent act or omission), howsoever arising, under or in connection with this Agreement (including any breach or non-performance of any of its obligations under this Agreement) shall be limited to an amount equal to the Fee to be paid by PCB under this Agreement.
- 13.3 PCB shall not be liable to the Service Provider in contract, tort, or otherwise for any damages, losses, costs or expenses suffered or incurred as a result of any act or omission of any third party (irrespective of whether such third party is a contractual licensee or counterparty of PCB or not).
- 13.4 The Service Provider shall indemnify PCB and keep it indemnified against any and all losses, costs, claims, expenses or damages (including fees of legal counsel) that be made against or incurred by PCB arising from or in connection with the performance or non-performance of its obligations under this Agreement.

**14. CONFIDENTIALITY**

- 14.1 Each Party agrees that it shall during the Term of this Agreement and even after the expiry or termination of this Agreement:
- (a) keep confidential and not disclose any Confidential Information to anyone at all save to the limited extent set out in Clauses 13.2, 13.3 and 13.4; and
  - (b) not use the Confidential Information for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.
- 14.2 Any of the Parties disclose Confidential Information to its directors, professional advisers and employees and those of its affiliates on a strictly "need-to-know" basis provided that each Party ensures that each such recipient is bound by obligations of confidentiality at least as onerous as those set out in this Clause 13.
- 14.3 Any of the Parties disclose Confidential Information to any regulator, law enforcement agency, stock exchange, or other third party if it is required to do so by law, regulation or similar authority, or pursuant to any order of any court or other competent authority or tribunal. In those circumstances such Party shall:
- (a) (provided it is practical and lawful to do so) if it is PCB, notify the Service Provider and, if it is the Service Provider, notify PCB in writing as soon as practicable before the disclosure;

- (b) use all reasonable endeavours to consult with the other parties with a view to agreeing the timing, manner and extent of the disclosure; and
  - (c) in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
- 14.4 If any of the Parties is required to disclose Confidential Information in the circumstances referred to in Clause 13.3 but is unable to inform the other party before Confidential Information is disclosed, it shall (provided that it is lawful to do so) fully inform the other party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information which has been disclosed.
- 14.5 The Service Provider shall not make any announcement relating to this Agreement, any matter arising in respect of this Agreement, its relationship with PCB and/or the Matches/events. PCB shall have the right to approve the form and content of any such announcement where such consent is given prior to publication of the same.
- 14.6 The Service Provider shall not refer to PCB in any corporate materials or publications (including, by way of example only, in any of its or their marketing materials or any statements as to its or their credentials) without the prior written consent of PCB which consent shall not be unreasonably withheld. PCB shall have the right to approve the form and content of any part of such materials or publications referring to PCB where such consent is given prior to publication of the same.
- 14.7 The obligations in this Clause 13 shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

15. **ASSIGNMENT**

- 15.1 The Service Provider not assign, transfer, charge or deal in any other manner with this Agreement or any rights hereunder without the prior written permission of PCB, which may be refused by PCB in its entire discretion. Notwithstanding any assignment, the Service Provider shall remain liable for the performance of all obligations in respect of the assigned Services and the acts and omissions of any assignee with respect to the assigned Services shall be deemed to be the acts and omissions of the Service Provider. The Service Provider shall indemnify the PCB against any claims or damages from the entity to whom the Event Services have been assigned and arising out of the acts or omissions of any such entity.
- 15.2 PCB, by notice to the Service Provider, assign any or all rights and obligations under this Agreement to an entity nominated by it.

16. **INVALIDITY**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement nor the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

17. **COSTS**

The Service Provider shall be solely responsible for all costs and taxes incurred in performance of the Services.

**18. TIME OF THE ESSENCE**

Time shall be of the essence as regards the performance by the Service Provider of its obligations under this Agreement. Every consignment must be delivered in due time.

**19. NOTICES**

19.1 Except as expressly provided otherwise, all consents, approvals, notices, directions and/or instructions or other communications which are required to be given or obtained pursuant to this Agreement shall be given in writing in English and signed by or on behalf of the party giving it and shall be delivered by hand or sent by prepaid recorded or special delivery post or by prepaid international recorded airmail or by email or by fax to the address, email address or fax number and for the attention of the relevant party set out in this Clause 17 (or as otherwise notified by that party to the other parties in accordance with this Clause 17).

19.2 The address, email addresses and fax number of PCB for the purposes of Clause 17.1 are:

**PCB**

For the attention of:

Address: Procurement Department  
Pakistan Cricket Board  
Gaddafi Stadium, Lahore, Pakistan

Email address: [procurement@pcb.com.pk](mailto:procurement@pcb.com.pk)

With a copy to:

Fax number: +92 42 35711860

**SERVICE PROVIDER**

For the attention of:

Address:

Fax number:

Email address:

With a copy to:

Fax number:

Any notice or other communication given or made under this Agreement shall, in the absence of earlier receipt, be deemed to have been received:

- (a) if delivered by hand, at the time and on the date of actual delivery;
- (b) if sent by fax, at the time and on the date of the successful fax transmission report;

- (c) if sent by prepaid recorded or special delivery post, forty-eight (48) hours from the date of posting (as evidenced by a postal receipt);
- (d) if sent by prepaid international recorded airmail, five (5) days from the date of posting; and
- (e) if sent by email, twenty-four (24) hours after the time of transmission unless the sender has received notification that such email has not been successfully delivered,

provided that a notice deemed to have been received on a day which is not a Business Day, or after 18.00 hrs in the place of receipt shall instead be deemed to have been received on the next Business Day at the commencement of normal business hours in the place of receipt.

- 19.3 For the avoidance of doubt, a notice to be given under this Agreement in relation to termination or arising out of the default of a Party shall not be validly served if sent by email.
- 19.4 The provisions of this Clause 17 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement.
- 19.5 The effectiveness of a Notice under Clause 17 is expressly conditioned upon it being issued in writing in accordance with the provisions set out above.

## 20. **NO PARTNERSHIP**

Nothing in this Agreement and no action taken by the Parties pursuant to it shall constitute, or be deemed to constitute, the Parties as a partnership, association, joint venture or other co-operative entity. The Service Provider shall have no right to pledge the credit of, or commit, PCB in any way.

## 21. **AMENDMENTS**

No provision of this Agreement shall be modified or varied except in writing and signed by the duly authorised representatives of PCB and the Service Provider.

## 22. **REMEDIES AND WAIVERS**

### 22.1 Any waiver:

- (a) by PCB in respect of a breach by the Service Provider of any provision of this Agreement; or
- (b) by the Service Provider in respect of a breach of any provision of this Agreement by PCB,

shall only be effective if it is in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

- 22.2 No delay or omission by a Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

- 22.3 All remedies, rights and powers arising from this Agreement are (except as expressly provided) cumulative and not exclusive of any remedies, rights or powers provided by law or otherwise.

**23. FURTHER ASSURANCE**

Each Party shall, at its own cost, do or procure to be done all such further acts and things, and execute or, as appropriate, procure the execution of all such documents as reasonably be required for the purpose of giving to the other Party the full benefit of the provisions of this Agreement.

**24. ENTIRE AGREEMENT**

- 24.1 In this clause, "pre-contractual statement" means any statement, representation, warranty, undertaking or promise (whether in writing or not) made by or on behalf of PCB prior to entering into this Agreement except to the extent expressly repeated in this Agreement.

- 24.2 This Agreement represents the whole agreement and understanding between the parties and will supersede all other agreements and understandings between the parties or any of them relating to the subject matter of this Agreement (including any pre-contractual statement).

- 24.3 The Service Provider warrants to PCB that, in submitting its Bid and entering into this Agreement, it has not relied on any pre-contractual statement.

- 24.4 Except to the extent expressly set out in this Agreement, all warranties, representations, terms and conditions (to the extent that they lawfully be so excluded) implied by law or by custom or trade practice are excluded from applying to the transactions provided for in this Agreement.

- 24.5 Nothing in this Clause shall exclude or restrict any liability to which any of the Parties be subject by reason of any fraudulent misrepresentation or any remedy available to any of the Parties by reason of such fraudulent misrepresentation.

**25. ADEQUACY OF DAMAGES**

Both the PCB and the Service Provider agree and acknowledge that damages alone would not be an adequate remedy for any breach by it of any of the provisions of this Agreement and either Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any of the provisions of this Agreement.

**26. COUNTERPARTS**

This Agreement be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

**27. COMPLAINT WITH PCB'S SUPPLIER CODE OF CONDUCT**

- 27.1 The Service Provider acknowledges that it has read the PCB Supplier Code of Conduct (SCOC) and agrees to:

- a. comply (which includes ensuring compliance by itself, its staff, agents, affiliates and sub-Service Providers) with the SCOC;



- b. take at its own cost any action reasonably required by PCB to:
  - i. verify its compliance with the SCOC; and
  - ii. Rectify any non-compliance with the SCOC, within the timeframe stipulated by PCB.

**28. LANGUAGE, GOVERNING LAW AND DISPUTE RESOLUTION**

- 28.1 This Agreement is drawn up in the English language. If this Agreement is translated into any language other than English, then the English language version shall prevail.
- 28.2 The interpretation, construction and effect of this Agreement (including any non-contractual obligations arising from or connected with this Agreement) shall be governed by and construed in accordance with the laws of Pakistan.
- 28.3 Unless otherwise stated herein, any and all disputes arising out of, in connection with or in relation to this Agreement, including any question regarding its existence, validity or termination, shall first be settled amicably in the spirit of goodwill and mutual accommodation and if this should not be possible in fifteen (15) days then the matter shall be referred to and finally resolved through the dispute resolution mechanism provided for under Paragraph 37 of the PCB Constitution.

## **Scope of Work**

### **Schedule- I**

#### **GENSETS INSTALLED AT**

**Location:** LAHORE, KARACHI, RAWALPINDI, MULTAN, FAISALABAD, CRICKET HOUSE

**Fiscal Year:** 2023 – 2025

**Title:** Gensets Maintenance

Genset Systems: Flood Light, Digital Screen and Building Genset

Manufacturer: Volvo, Perkins

#### **DESCRIPTION:**

Pakistan Cricket Board requires preventive maintenance services for its GENSETS installed at cricket stadiums of Lahore, Karachi, Rawalpindi, Multan, Faisalabad and Cricket House Lahore.

These services shall result in GENSETs being serviced under this agreement being in good operational condition when put in operation.

#### **DESCRIPTION/SPECIFICATION/WORK STATEMENT EQUIPMENT AND PERFORMANCE REQUIREMENTS**

Pakistan Cricket Board requires the Service Provider to maintain the GENERATOR in a safe, reliable and efficient operating condition. Please see equipment list (ANNEXURE C) for a more detailed description.

The Service Provider shall provide all necessary managerial, administrative, and direct labor personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with OEM manual.

The Service Provider shall provide:

- The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance.
- provide consumable materials

**Performance Standards** The generators shall always be ready to provide uninterpretable power during routine testing and MATCHES as per schedule.

The Service Provider shall schedule all preventive maintenance work with Manager Electrical.

#### **SCHEDULED PREVENTIVE MAINTENANCE:**

##### **General:**

- v. The Service Provider shall perform preventive maintenance as outlined in Original Equipment Manufacturer (OEM) manual based on operation hours and time.
- vi. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown, and deterioration when units are activated / running.
- vii. The Service Provider shall inventory, supply, and replace expendable parts (filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Service Provider shall maintain a supply of expendable and common parts in his inventory so that these are readily available for normal maintenance to include: hoses, belts, oil,

chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), cleaning material and oil spill containment kits.

- viii. The Service Provider should inventory the supply after each visit and order replacement supplies and have them delivered to the Pakistan Cricket Board when required.

**Exclusion:**

- iii. The scope of services do NOT include repair of equipment and replacement of hardware like (bearings, pistons, piston rings, crankshaft, and gears.) Hardware replacements will be separately priced out by the Service Provider for the PCB approval and acceptance. The PCB has the option to accept or reject the Service Provider's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the PCB, the Service Provider shall utilize PCB purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Service Provider negligence.
- iv. Replacement/repair of any electronic or electrical parts must be approved by the PCB prior to installation of the part. If the Service Provider proceeds to replace any electronic or electrical parts without PCB approval, the Service Provider shall de-install the parts at no cost to the PCB.

**Checklist Approval:**

The Service Provider shall submit to the PCB a schedule and description of preventive maintenance tasks which the Service Provider plans to provide. The Service Provider shall prepare this schedule and task description based on OEM manual in a checklist format for the PCB approval prior to contract work commencement.

The Service Provider shall provide trained technicians to perform the service at frequencies stated in OEM Manual. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the PCB after the maintenance visit.

It is the responsibility of the Service Provider to perform all original equipment manufacturers (OEM) recommended preventive maintenance as well as preventive maintenance recommended by the OEMs technical manuals for the respective equipment.

**PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES**

The Service Provider shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing. The Service Provider shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

Service Provider furnished materials will include but not limited to

- Appropriate tools including special tools, testing equipment, safety shoes and apparel for technicians, hands, hearing, and eye protection, cleaning material and oil spill containment kit,
- Expendable/consumable items (e.g., hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuse)

**STATEMENT OF WORK GENERAL INFORMATION:**

Pakistan Cricket Board requires services, to perform preventive maintenance services of the generator systems.

If any discrepancies are found with the generator system that are not covered under this scope of work, then the Service Provider must provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At the **Minimum** but limited to the following work must be done:

**A. Monthly or After 100 hours Schedule**

1. Conduct visual check around the genset
2. Check engine oil level
3. Check coolant level
4. Drain water sediment from fuel tank and filters
5. Check air cleaner
6. Check piping, hoses, clamps
7. Check restriction indicator
8. Check fuel level in day tank
9. Automatically start and run under load for 1/2 hour
10. Observe auto start delay and transfer time
11. Check operation of engine block water heater
12. Check exhaust for excessive black or white smoke
13. Read and record all gauges/meter adjust
14. While engine is operating, check for water, fuel oil leaks

**B. Semi-Annual Schedule**

1. Conduct visual check around the genset.
2. Check the battery's liquids specific gravity, do battery load test, add battery liquid if necessary.
3. Clean battery terminals and lugs (apply grease on terminal connections).
4. Check and adjust tension on all V and fan belts, as required.
5. Check all V and fan belts, make sure there are no hair cracks on the belts, replace as needed.
6. Check fuel tanks to make sure full and treat the fuel as needed.
7. Open fuel filter drains cocks. Drain water and sediment.
8. Check the fuel day tank, drain the water separator filter. Drain water and sediment.
9. Drain condensate from exhaust condensate trap.
10. Turn off the generator circuit breaker and run the generator unloaded for 15 minutes. Check the generator for unusual conditions, such as: excessive vibration, excessive black or white smoke. The following indicators also need to be checked while the generator is running oil pressure gauge, water temperature gauge, fuel pressure gauge, RPM indicator, volts; amps; and frequency indicators. Verify all in normal condition.
11. Start unit and run under load for 1/2 hour.
12. Read and record all gauges/meters (adjust/calibrate as required).
13. Check exhaust for excessive black or white smoke. (See manufacture's manual).
14. Check turbocharger for vibrations, check for any abnormal noise during operation.
15. Check air box drain tubes for excess fuel or oil blow-by.
16. Check generator bearing for noise and overheating. Check to ensure proper oil flow in sight glass.
17. Check exhaust manifold, muffler, and piping for leaks and secure mountings.
18. Check fuel day tank for overheating.
19. Check engine fuel pressure gauge

20. Check fuel pressure gage.
21. Check ATS operations and calibrate if installed. Observe and record retransfer/cool down time.
22. Test engine auto-shutdown components.
23. Change the fuel filters if required.
24. Clean air filter element.
25. Check and clean air box drain tubes and canisters.
26. Clean fuel filters and elements.
27. Clean and lubricate linkage and end bearings.
28. Inspect all fuel, oil, and water piping for secure mounting.
29. Inspect exhaust piping and muffler insulation.
30. Check all indication lights, replace any defective bulbs.
31. Perform any additional maintenance tasks that may be recommended in the manufacture's operations and maintenance manuals.
32. Perform descaling and complete cleaning/service of engine radiator.
33. With the engine running and the generator circuit breaker open: a. Jumper water temperature switch b. Jumper oil pressure switch c. Jumper over-speed switch Each time the switch is "jumped," the engine should stop, and the corresponding failure lamp should illuminate. Reset the shutdown mechanisms after each test.
34. Simulate and check all the alarm codes at the Remote Annunciator panel.
35. Check and clean Remote Start panel.
36. Inspect and test runs the Genset remotely.
37. Test engine safety shutdown systems.
38. Check unit for proper frequency/speed, voltage and amperage.
39. Fill out maintenance checklist and report deficiencies.
40. Submit Service Inspection and Test Report.

### **C. Annual Schedule:**

1. Repeat all check items in the Semi-Annual schedule.
2. Inspect engine and generator wiring harness for wear and damages.
3. Inspect supports and spring isolators for soundness and stability.
4. Inspect unit thoroughly for loose fasteners.
5. Test and operate mechanical emergency shut off controls.
6. Clean radiator air passages and exhaust air ducts.
7. Clean intake louvers and ducts.
8. Check automatic open and close shutter-stats and thematic fans.
9. Inspect unit for corrosion. Remove any corrosion, prime and paint.
10. Fill out maintenance checklist and report deficiencies.
11. Perform any additional maintenance tasks that may be recommended in the manufacture's operations and maintenance manuals.
12. Conduct a load bank test using a remote load bank to operate the diesel generator at 80% of rated capacity for 4-hours, to be performed prior to the annual oil change. After approximately one hour, record the readings of all gauges: oil pressure, fuel pressure, oil meter, engine jacket water temperature, exhaust temperature (if equipped), and manifold vacuum (if equipped). Engine slobbering can occur if the load testing is not conducted. Load test report shall be submitted to the PCB.
13. Change oil and oil filter. (Must be changed every 250 hours or annually).
14. Replace the V and fan belts; tighten the belts with proper tension.
15. Replace all fuel filters and record differential pressure to start a baseline.
16. Replace air filters.

17. Check and inspect fuel diesel day tank.
18. Obtain fuel sample at day tank and storage tank for analysis.
19. Clean dust and vacuum all the controls, meters, switching mechanism components, interior busywork, and connecting lugs of the ATS, Remote Start control panel, Annunciator and AMF.
20. Inspect/Check busywork and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
21. Check stationary and movable contacts.
22. Check system hardware, control wirings and power cables for loose connections.
23. Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
24. Check the cabinet interior for loose hardware.
25. Service or replace the batteries in the Digital Module every two years. (As applicable)
26. Perform any additional maintenance tasks as recommended in the manufacture's operation and maintenance manuals.
27. Submit service inspection and testing report.

#### **D. 2 Year Check Schedule:**

1. Conduct the Semi-annual and Annual PM Service.
2. Clean, flush, and recharge the coolant system.
3. Inspect water pump and seals; replace any worn or defective parts.
4. Clean and inspect the oil cooler.
5. Clean and inspect the after cooler.

#### **E. 3 Year Check Schedule:**

1. Conduct the Semi-annual and Annual PM Service.
2. Replace all hoses.
3. Conduct all checks under the "every 3 years: before starting the engine."
4. Conduct all checks under the "every 3 years: with engine running."
5. Conduct all checks under the "every 3 years: after stopping the engine."
6. Replace all batteries every three years or as required.

#### **Every Three Years: Before Starting the Engine**

1. Preventive maintenance for Standby generator sets to be performed by an authorized mechanic.
2. Generator – Check for moisture, dust, oil, grease, and debris on main stator windings, exciter, and PMG clean as needed.
3. Cooling System – Drain, clean and flush. Replace thermostat(s). Refill with coolant solution and conditioner.
4. Hoses and Belts - Replace; It is recommended that all hoses and belts be replaced at this time to minimize downtime and additional repair cost of component failures caused by these items.
5. Batteries – Replace all generator starting batteries at this interval.
6. Turbocharger – Inspect/Check; Inspect for proper operation. Check the end play and radial clearance on the turbine wheel and shaft.
7. Engine – Perform a complete engine adjustment and tune-up.
8. Generator Bearing – Inspect generator bearing and brackets. Lubricate generator bearing; refer to Generator Service Manual. Every Three Years: With Engine Running
9. Start the Engine – Operate the engine and check all gauges, oil pressure, fuel pressure, rpm (frequency), generated voltage and engine jacket water temperature for correct readings.

10. Engine Crankcase – Check the oil level. Maintain the oil level between the ADD and FULL marks on the “Engine Running” side of the dipstick.
11. Generator Air Inlet Filter (If equipped) – If differential pressure exceeds 06 inches of water, stop the engine and clean the elements by soaking in hot water with detergent. Rinse with clear water. Recharge the elements with a thin layer of light weight machine oil (WD-40 or equivalent).
12. Exhaust System – Check for leaks. Repair or replace defective components with engine stopped. • Leaks and Noises – Check for leaks and unusual noises. NOTE: Engine must be stopped before making necessary repair.
13. Main Stator Winding Temperature (if equipped with winding defectors) – Check and record main stator winding temperatures with engine under load. NOTE: Nominal temperature values for stand by units are 1800C (3560F) for the alarm and 2050C (4010F) for the shutdown.
14. Bearing Bracket Temperature (If equipped) – Check and record all bearing bracket temperatures with the engine under a load. NOTE: Nominal temperature values for the bearing bracket are 850C (1850F) for the alarm and 950C (2030F) for the shutdown.

### **Every Three Years: After Stopping the Engine**

1. Walk-Around Inspection – Repair or adjust. Make repairs or adjustments to the engine and generator set as necessary. Report any malfunction and make necessary repairs.
2. Scheduled Oil Sampling (S ♦ O ♦ S) – Obtain sample for analysis.
3. Engine Oil and Filter(s) – Change oil. Replace filter(s), cut old filter open and inspect for foreign material.
4. Coolant Analysis – Obtain sample for analysis.
5. Fuel Tank Level – Check the fuel level; refill if below  $\frac{3}{4}$  full.
6. Diesel Fuel Oil – Obtain sample for analysis. • Battery Charger – Record charging amperage reading.
7. Automatic Transfer Switches – Check that all switches are in proper position for automatic start.
8. Laboratory report for all chemicals shall be submitted to the PCB.
9. Service Provider must submit to the PCB for review, work sheet/checklist that will be used for performing maintenance service.
10. PCB must immediately be made aware of any condition discovered that could result in equipment failure.
11. Test and inspection report shall be submitted to the PCB within three days of completing work.

### **Note:**

- 1) As engines are already more than 10 years old therefore, at start of contract period, Service Provider will perform the 03-year check, perform service/maintenance activities and replace the parts as per OEM manual / mentioned in semi-annual, Annual and 2 year and 03 years schedule.
- 2) Service Provider must include the price of all consumable parts including filters, coolant and engine oil for 02 service / year based on 06-month time period between each service.
- 3) if service is due earlier than 06 month based on running hours then Service Provider will perform the service and deliver parts and invoice it separately.
- 4) Service Provider must have own **VOCOM Diagnostic Tool** for Volvo engines in order to access the ECM and perform the testing/configuration and diagnostic services.
- 5) Service Provider must have proven experience for maintenance of Volvo engines.
- 6) Service Provider must have offices in Lahore, Islamabad and Karachi in order to deploy the

**SCHEDULE II**

**FORM OF PERFORMANCE SECURITY**

(Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Purchaser]

Name of Guarantor (Bank) with address:

\_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Service Provider) with address:

\_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (express in words and figures)

\_\_\_\_\_

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_

Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Purchaser) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Purchaser, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the

\_\_\_\_\_

\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Service Provider) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that hereafter be made, a notice of which modifications to the Guarantor being hereby waived, then, this obligation to be



void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Purchaser without delay upon the Purchaser's first written demand without cavil or arguments and without requiring the Purchaser to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Purchaser's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Purchaser's designated Bank & Account Number.

PROVIDED ALSO THAT the Purchaser shall be the sole and final judge for deciding whether the Principal (Service Provider) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Purchaser forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Guarantor (Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Corporate Secretary (Seal)

Title \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Name, Title & Address

Corporate Guarantor (Seal)

**SCHEDULE III**

**Table for payment for a period of two years for each city**

**Table with a breakdown of payment for each month in 2024 and 2025**