



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

INVITATION TO BID

**Repair / Maintenance of Wash Rooms and other
Misc. Civil Works at PTA HQ's Building , F-5/1, Islamabad**

Pakistan Telecommunication Authority (PTA), a Government organization invites electronic bids from civil engineering contractor firms enlisted in C-6 & above category of relevant field of PEC for year 2023-24 duly registered with Income Tax & Sales Tax Departments, Active Tax Payer List (ATL) of Federal Board of Revenue (FBR) and must be registered on E-PADS (PPRA) and having 01 year relevant experience, for Repair/maintenance of Wash rooms and other misc. civil works at PTA HQs, Islamabad.

Bidding documents, containing detailed terms etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500/-(cash non-refundable). Bidding Documents can also be downloaded from www.pta.gov.pk free of cost.

The electronic bids, prepared in accordance with the instructions in the bidding documents, must be submitted only through PPRA E-PADs on or before 08th August 2024 by 11:00 AM. Technical bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

PID (I)439/24

Engr. Asif Saeed

Director (Civil Works)

PTA HQ's, F-5/1, Islamabad

Ph: 051-2878114,9225352 Fax: 051-2878149

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Bidding Documents

**Repair / Maintenance of Wash Rooms and other Misc. works at PTA
HQ's Building , F-5/1, Islamabad**



Pakistan Telecommunication Authority

A handwritten signature in blue ink, appearing to read 'Asif Saeed', is written over a circular stamp.

ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

PTA Headquarters, F-5/1, Islamabad

[http:// www.pta.gov.pk](http://www.pta.gov.pk)

"Say No to Corruption"

INVITATION TO e-BID

Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's Building , F-5/1, Islamabad

Pakistan Telecommunication Authority (PTA), invites electronic bids from the original contractors, registered with Income Tax and Sales Tax Department and enlisted in C-6 & above category of PEC registration for relevant filed of Repair/maintenance of Wash rooms and other Misc. works at PTA HQs, Islamabad.

2. e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (www.eprocure.gov.pk)

3. The electronic bids, must be submitted by using EPADS on or before dated August 8th,2024 at _11:00 AM. Manual bids, shall not be accepted. Electronic Bids will be opened on the same day at 11:30 AM.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at www.eprocure.gov.pk.

SD/-

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F-5/1, Islamabad

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**INVITATION
FOR
BID**



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"Say No to Corruption"

Tender No. 10/CW/2024

INVITATION TO BID

Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's Building , F-5/1, Islamabad

Pakistan Telecommunication Authority intends to perform "Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's building , F-5/1, Islamabad". Applications are invited as per PPRA Rule No. 36(b) "SINGLE STAGE, TWO ENVELOPES BIDDING PROCEDURE" from interested contractors having valid registration for the year 2024-2025 with Pakistan Engineering Council (PEC) in category C6 and above for above cited works.

- 1- The "**Technical Proposal**" shall consist of following documents:
 - i. Name of firm/contractor with year of establishment along with Postal Address and telephone number.
 - ii. No. of project of similar nature and general works in hand and completed. (Details should be given as per criteria specified in bidding data)
 - iii. Registration with FBR and Revenue Authorities of Pakistan for income tax and sales tax (Mandatory)
 - iv. Detail of Court cases ,arbitration cases etc. (if any)
 - v. Detail of financial soundness i.e. bank statement of last 3 years
 - vi. Undertaking on stamp paper of Rs. 100 that any Government, Semi Govt. Organization, never blacklisted the firm/contractor. Besides, the bidder's name must not reflect in the list of "Active Blacklisted Firms" of PPRA.
 - vii. Copy of Valid Registration for the year 2024-2025 with Pakistan Engineering Council (C6 & Above) in relevant field. Any additional information with documents in addition to the above that the firm might like to furnish in support of their application.
 - viii. **Schedules -A to G** available in Bidding document.
 - ix. Bid Security as **Rs. 400,000/-** in form of call deposit Receipt (CDR) from any schedule Bank of Pakistan in Favour of "**Pakistan Telecommunication Authority**". Original bid security shall be provided to undersigned before the last date of bid submission time and date.
- 2- The "Financial proposal" must contain following documents:
 - i. Priced BOQ
- 3- Bid must be received through **E-PADs** not later than 1100 Hours on August 8th, 2024. The technical bids will be opened on the same day at 1130 hours.
- 4- Financial bids of only technically qualified firms will be opened.
- 5- Any concealment about the information / detail mentioned above will result in



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disqualification of the firm/contractor

- 7- In case of incomplete information, bid will be rejected.
- 8- The **Pakistan Telecommunication Authority** reserves the right to reject all applications at any time prior to their acceptance as per PPRA Rules.
- 9- This advertisement is also available on PPRA website at www.ppra.org.pk .

SD/-

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**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

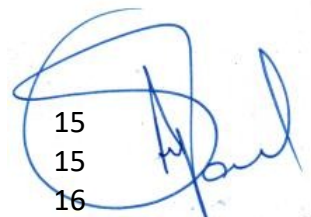


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TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
A. GENERAL		
IB.1	Scope of Bid & Source of Funds	7
IB.2	Eligible Bidders	7
IB.3	Cost of Bidding	7
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents	7
IB.5	Clarification of Bidding Documents	8
IB.6	Amendment of Bidding Documents	8
C- PREPARATION OF BID		
IB.7	Language of Bid	9
IB.8	Documents Comprising the Bid	9
IB.9	Sufficiency of Bid	9
IB.10	Bid Prices, Currency of Bid & Payment	10
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	10
IB.12	Documents Establishing Works Conformity to Bidding Documents	10
IB.13	Bidding Security	10
IB.14	Validity of Bids, Format, Signing and Submission of Bid	11
D-SUBMISSION OF BID		
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	12
E. BID OPENING AND EVALUATION		
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	15
F. AWARD OF CONTRACT		
IB.18	Qualification	15
IB.19	Award Criteria & Employers Right	15
IB.20	Notification of Award & Signing of Contract Agreement	16
IB.21	Performance Security	16
IB.22	Integrity Pact	16



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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

Pakistan Telecommunication Authority will self-finance the “Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's building , F-5/1, Islamabad” and no government funding is involved in project.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly Valid licensed by the Pakistan Engineering Council (PEC) in the category **C-6 & above.**
- b) 1 Year relevant Experience

IB.3 Cost of Bidding

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



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B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

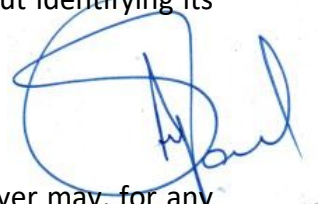
1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
 - (vii) Schedule G: Special Stipulations**
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data through E-PADs.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least 28 days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source through E-PADs.

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a



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prospective bidder, modify the Bidding Documents by issuing addendum.

- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated through E-PADs.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to G) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility

information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call by a Scheduled Bank in Pakistan valid for a period up to one hundred eighty (180) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the



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Employer as non-responsive.

- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required **Performance Security**, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period **180 days** after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 ~~Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.~~
- 14.5 ~~The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.~~
- 14.6 The Bid shall be submitted through E-PADs ~~delivered in person or sent by registered~~

~~mail at the address to Employer as given in Bidding Data.~~

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through courier , by hnad ,telegraph, telex, fax or e-mail shall not be considered.
- 15.3 ~~Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.~~
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid


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to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed as per below:

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition


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to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

- (ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.



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(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.


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19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.



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BIDDING DATA

(This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Employer

PAKISTAN TELECOMMUNICATION AUTHORITY

Brief Description of Works

Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's building , F-5/1, Islamabad

5.1 (a) Employer's address:

PTA Building HQ, Sector F-5/1, Islamabad

Ph: +92-51-92225352

Fax:051-2878149

(b) Engineer's address:

Engr. Asif Saeed

Ph: +92-51-92225352

Fax:051-2878149

email:asifsaeed@pta.gov.pk

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows: **Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's building , F-5/1, Islamabad.**

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

"The work consist of Fixing of Repair/maintenance of Washrooms , GI Stores at Roof top"

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

Being simple repair works No drawings are required and technical Specification of Material will be followed as per MES Scheduel Rates 2021.

13.1 Amount of Bid Security

PKR 400,000/-

14.1 Period of Bid Validity

180 days

14.4 Number of Copies of the Bid to be Submitted

Nil. Bids through E-PADs submission only-

14.6 Bids should be submitted electronically through E-PADs. and original Bid security should be submitted 30 minutes before bid opening time to:

Engr. Asif Saeed,
Director (Civil Works)
Pakistan Telecommunication Authority
Address: PTA Building HQ, Sector F-5/1, Islamabad
Ph: +92-51-92225352
Fax:051-2878149
email:asifsaeed@pta.gov.pk

*Only bids submitted through E-PADs will be entertained.

15.1 Deadline for Submission of Bids

As per Invitation to Bid

16.1 Venue, Time, and Date of Bid Opening

All bids will be opened through E-PADs after 30 min of deadline for submission of bids

16.4 Responsiveness of Bids

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.

ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

16.9 Price Adjustment:

N/A

16.10 Evaluation Criteria:

Technical Bid Evaluation:

Part A) Mandatory Requirement *				
1	Firm has to produce Sales Tax and Income Tax Registration.			
2	Proof of Active Tax payer list of FBR for income tax and ATL of FBR / any provincial revenue authority for sales tax			
3	Bid security of Rs. 400,000/- in shape of pay order/ bank draft in favor of Pakistan Telecommunication Authority			
4	Minimum 1 year of relevant experience of firm/bidder. Completion letter alongwith work order/contract to be attached.			
5	Affidavit on non-judicial stamp paper amounting to Rs. 100/- that firm is not black listed. Besides, the bidder's name must not reflect in the list of "Active Blacklisted Firms" of PPRA.			
6	Must be enlisted with PEC in C6 or above category for the year 2024-25 in the relevant field.			
Part B) Technical Evaluation*				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Office in Rwp/ Islamabad	5		Firm having its office in Rwp and Islamabad will get 5 marks.
2	Financial Health	25		<p>Provide bank statements of last three years. Marks will be awarded on the following criteria.</p> <ul style="list-style-type: none"> i. Annual credit transactions of more than Rs. 8 million per year during last three years (8.33 marks per year) ii. Annual credit transactions of more than Rs. 6million & upto Rs. 08 million per year during last three years (5 Marks per year) iii. Annual credit transactions of more than Rs. 4 million & upto Rs.06 million per year during last three years (1.66 Marks per year) iv. Annual credit transactions less than Rs. 4Million during last three years (0

ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

			Marks)
3	General Experience of firm	10	1 mark/year for general works shall be awarded for each year beyond minimum experience of 1 year (the oldest completion certificate submitted with technical proposal will be considered for experience years).
4	Specific Experience of firm for the renovation works	20	Only jobs of similar nature i.e. renovation works having worth Rs.4 million or more shall be considered. For each job 2.5 marks will be awarded. <u>Documentary evidence like work/supply order/Contract alongwith completion certificate etc. is to be provided.</u>
5	Active Tax Payer	10	If the firm is active tax filer during last three tax years, then 3.33 marks per year will be awarded. <u>Tax return filed for previous three tax years are to be attached.</u>
Sub Total		70	
<p>i. Minimum technical qualifying marks are 70% (i.e. 49 out of 70) in above table shall be compulsory.</p> <p>ii. Provide documentary evidence for claiming the numbers in evaluation like work orders/completion certificates/tax returns/ registration certificates/ bank statement etc.</p> <p>iii. All supporting documents to be attached for part A and B of this Annexure.</p>			

ENGR. ASIF SAEED
 Director (Civil Works)
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 Headquarters F-5/1, Islamabad

FORM OF BID AND SCHEDULES TO BID



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



ENGR. ASIF SAEED
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[SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact
- ***Schedule G to Bid: Special Stipulations***



ENGR. ASIF SAEED
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Headquarters F-5/1, Islamabad

SCHEDULE – A TO BID

SCHEDULE OF PRICES

Sr. No.

1. Preamble to Schedule of Prices
2. Schedule of Prices
 - *(a) Summary of Bid Prices
 - * (b) Detailed Schedule of Prices

* [To be prepared by the Engineer/Employer]



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- * (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The BOQ is based on MES Schedule rates 2021. Contractor has to quote percentage above or below the schedule prices and no percentage is allowed for non schedule items. The Final amount above or below after adding or subtracting premium on schedule items should be written in words as well as in figures in summary of Bid.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums

- 6.1 ~~Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.~~


ENGR. ASIF SAEED
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SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

<u>Name of Work</u>	Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's Building , F-5/1, Islamabad	
	<u>General Abstract of Cost</u>	
1	<u>Estimates based on MES Schedule rates 2021</u>	11,565,051
2	<u>Quoted Percentage</u> _____ <u>above/below</u>	
3	<u>Non- Schedule items</u>	
	<u>Total Bid Amount</u>	
	<u>Amount In words</u> _____ _____ _____ _____	
	<p>Note :</p> <p>i. Contractors are required to give only percentage in words & figures, above or below on estimated amount to tender.</p>	
<p><u>Sign and Stamp of the Bidder</u> _____</p>		

ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

SCHEDULE OF PRICES

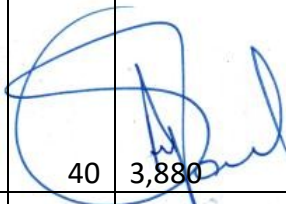
Detailed BOQ of Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's Building , F-5/1, Islamabad

Sr.n	Sch #	Description of items	Unit	Rate	Qty	Amount
1		Dismantling of Tiles				
	23-26	Taking up or down, tiles / Marble / granite work of any type laid in floors / walls etc.	Sqm	180	900	162,000
2		Fixing of tiles (Wall / Floor)				-
	12-36	Providing and laying Deluxe quality tiles of any make, size exceeding 1600 sq cm but not exceeding 3700 sq cm, including setting, jointing and bonding, complete all as specified.	Sqm	3975	1,000	3,975,000
3		Dismantling of Doors				-
	7-183	Taking down door chowkats (exceeding 2.60 m each) including architraves if any, Hard /Soft wood.	Each	270	39	10,530
4		RCC Concrete				-
	3-14	Providing and laying of RCC with 4000 psi compressive cylindrical strength all as specified in roof slabs, landings, walls, plinth beams and bands, etc., including form work. Reinforcement measured and paid separately.	Cum	16239	2	32,478
5		Steel				-
	9-54	Supply and fix, bars round, using deformed bars Grade-40 including cutting, bending, binding and placing reinforcement in position.	Kg	151	250	37,750
6		Ceiling				-
	14-32	Supply and fix Gypsum Ceiling 600 mm x 600 mm x 7.5 mm thick, including Aluminum Tee and Aluminum angle, 25 mm x 25 mm x 1 mm, including hanger clips, jointing clips and 14 SWG, GI wire etc., complete all as specified	Sqm	1571	250	392,750


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

7		Plaster				-
a	13-4	Cement Plaster 1:3,19 mm thick finished as specified (Basement, ground, 1st floor and 2nd floor, all as specified	Sqm	322	900	289,800
b	13-11	Add to item 13-3 to 13-10 for additional labour above 2 nd floor	Sqm	137	900	123,300
8		Brick Work				-
a	4-14	Burnt brick work, in walls 115 mm thick, laid and jointed in CM 1:4, straight or to curve with inner radius of 6m and over, up to 2nd floor roof level.	Cum	13627	2	27,254
b	4-37	Additional labour cost, for each story of building above 2nd floor roof level, for burnt brick work, straight or curve with inner radius 6m and over, in any mortar Up to 4th Floor	Cum	758	2	1,516
9		Doors				-
	7-72	Supply and fix, uPVC Door, 60 mm thick shutter with groove panel 20 mm thick, filled instead of glass with frame complete exceeding 1.9 sqm each, in white colour including necessary fittings, mongery , complete all as specified.	Sqm	21164	50.0	1,058,200
10		Exhaust Hole				-
	23-11	Cutting through walls etc., for doors, windows or other opening, or enlarging existing openings and form reveals, as specified, in burnt brick work, Stone masonry or Concrete block laid in any mortar.	Cum	3312	0.5	1,656
11		Enamel Paint				-
a	15-12	1st Coat of painting on new or old work such as timber work ceiling and timber boarding etc. of any description with synthetic enamel paint.	Sqm	97	40	3,880
b	15-13	Same as item 15-12, but second and subsequent coat.	Sqm	82	40	3,280


MR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-2/1, Islamabad

SCHEDULE - A TO BID

12		WC European				-
	17-3	Supply and Fix Water Closet (WC) of premium quality, European pattern complete (coupled) all as specified.	Each	22832	15	342,480
	17-80	Supply and Fix, Hydraulic seat cover.	Each	3378	21	70,938
13		WC Wall Hung				-
a	17-6	Supply and Fix, Water Closet (WC) wall mounted including fittings 1 fixtures complete all as specified.	Each	16206	6	97,236
b	17-7	Supply and Fix Flush tank concealed type complete all as specified.	Each	21675	6	130,050
14		WC Indian				-
	17-10	Supply and Fix, WC Asiatic pattern not less than 550 mm with flushing system complete all as specified.	Each	6667	18	120,006
15		Wall Hung WHB				-
	17-35	Supply and Fix Wash Hand Basin (WHB) of Premium quality, including pedestal, waste pipe, bolts / bracket and coupling etc., complete all as specified.	Each	13444	6	80,664
16		Vanity Bowel				-
	17-73	Supply and fix, Vanity bowl, glazed ware, one hole, with bottle trap, waste coupling etc. complete all as specified, (except mixer).	Each	6307	30	189,210
17		Toilet Shower				-
	17-76	Supply and Fix, Toilet shower, 15 mm dia.	Each	1493	42	62,706
18		Bib Cock Long				-
	18-317	Bib cock, Brass, CP, fancy type, screwed down, BSS, 15 mm dia, Supply and fixing	Each	1334	42	56,028
19		T-Stop Cock				-


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

	18-331	Stop cock brass, CP, screw down, high pressure, fancy type, 15mm dia, supply and fixing.	Each	743	123	91,389
20		Flush Tank Plastic				-
	17-18	Supply and fix, Low down plastic flushing cistern, with connection to flushing pipe etc. complete all as specified.	Each	2806	18	50,508
21		Connection Pipe				-
	17-69	Supply and fix, Plastic connection with brass, C.P or Aluminum union at both ends, 15mm dia from 300mm to 450mm.	Each	135	123	16,605
22		Floor Trap				-
	17-63	Supply and fix, 100 mm dia floor trap, including reducer etc. complete all as specified.	Each	2185	70	152,950
23		Looking Mirror				-
	17-44	Supply and fix, Mirror, (any shape and pattern), 5 mm thick, edges ground, complete all as specified.	Sqm	1727	25	43,175
24		PPR Fitting				-
a	18-894	PPR pipe, with all fittings i.e. socket, bend, tee, elbow, where required, 25 mm dia, Class PN-20 (excluding excavation), supply and fixing.	Meter	259	1,000	259,000
b	18-1009	Ball Tap with handle, 25 mm dia for PPR pipe, supply and fixing.	Each	689	50	34,450
c	18-1034	Female Threaded Adaptor, 20 x 15 mm dia for PPR pipe, supply and fixing.	Each	193	165	31,845
d	18-963	Female Threaded Tee, 20 mm x 15 mm dia for PPR pipe, supply and fixing.	Each	210	70	14,700
e	18-996	Female Threaded 90° Elbow, 20 x 15 mm dia, for PPR pipe, supply and fixing	Each	187	165	30,855
25		Tissue Holder				-


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

	17-50	Supply and fix, Toilet paper holder, any shape, pattern, size with plugs, screws etc., complete all as specified.	Each	719	41	29,479
26		CI SWV Pipe & uPvc				-
a	20-2	Supply and fix, CI SWV pipe 100 mm bore, all as specified.	Meter	2833	30	84,990
b	20-12	Supply and fix, CI plug bend 100 mm bore joints filled with lead, as specified.	Each	2680	6	16,080
c	20-51	Supply and fix, u-PVC, Soil and waste pipe 110 mm dia, complete, with	Meter	773	30	23,190
27		P/S Traps (CI-Spun) & uPVC Fitting				-
a	20-40	Supply and fix CI Spun P-trap, 100 mm dia, all as specified.	Each	2527	6	15,162
b	20-145	Supply and fix, uPVC P-trap 100 mm dia.	Each	697	30	20,910
c	20-79	Supply and fix, uPVC Elbow/bend, 90° 100 mm dia, complete with solvent cement joint, all as specified.	Each	621	6	3,726
28		Soap Dish				-
	17-52	Supply and fix, Soap / sponge tray any shape, pattern and size with plugs, screws etc. complete all as specified.	Each	497	34	16,898
29		Towel Hanger				-
	17-56	Supply and fix, Towel rail, CP, single rod, any pattern, shape and size with plugs, screws etc. complete all as specified.	Each	1399	40	55,960
30		Mixer				-
a	28-231	Supply Single Lever Basin Mixer, Premium Quality.	Each	7996	46	367,816
b	18-329	Same as 28-231, but fixing only.	Each	157	46	7,222
28		CP Nipple				-
	18-321	CP Nipple 15x150 mm for CP bib cock and shower, supply and fixing.	Each	278	70	19,460
Electric Work						-
29		Wiring				-


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

						-
	24-138	One three pin socket outlet, 5A, point controlled by one switch, wiring complete with PVC single core cable 1.5 mm ² , in Concealed PVC conduit including earth wire, supply and fixing.	Point	2287	80	182,960
30		Additional point				-
	24-31	Add for each additional light point on same switch circuit/ additional circuit, controlled by more than one switch, wiring, complete with ³ VC single core cable 1 mm ² , with PVC Channel patty, supply and fixing.	Point	1076	150	161,400
31		Light Plug				-
	24-793	Multi socket Light Plug, 15A, 250 V including PVC / steel back box with proper screws Complete, supply and fixing.	Each	594	34	20,196
32		SMD Light 6"				-
	24-207	LED Recessed panel light 18 watts, 220/240 volts, round or Square, approved type, Premium Supply and fixing.	Each	2295	80	183,600
33		Mirror Light LED				-
	24-196	LED strips light 4 feet, 36 watt 220/240 volts for wall or ceiling mounted approved type Premium, Supply and fixing.	Each	3918	36	141,048
34		2 x 2 SMD Light				-
	24-208	LED Recessed panel light 24 watts, 220/240 volts, round or Square, approved type, Standard Supply and fixing.	Each	2025	17	34,425
35		6 Gang Switch Board				-
	24-764	Six gang switch, 10 A, 250 V, including PVC/steel back box with proper screws supply and fixing.	Each	835	23	19,205
36		Exhaust Fan				-


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

						-
	24-702	Fan electric, AC, Exhaust, with copper winding, 220/230 V, SP, single/double way, 50 cycle, having plastic frame body and blades, complete with cord operated switch, shutter and fixing screws 20 cm & 25 cm "Premium" supply and fixing.	Each	3359	18	60,462
37		Granite marble for front steps				-
	12-45	Providing and laying Standard quality granite tiles (Black, Cobra, Rao silk, Sea green, Chagi pink, Paradizo), of any size, 20 mm thick including setting, jointing, pointing and chemical polishing complete all as specified.	Sqm	6634	42	278,628
38		Coat hanger				
	8-145	Supply and fix, CP hook for wardrobe (Single), 56 mm long.	Each	97	80	7,760
		Total Amount of Schedule items:				9,744,766

	Non-Schedule					
	NS-1	PVC Cubboard				-
		Supply and fix, Cupboard 45mm wide and 195 mm high, 19 mm thick uPVC board shutter complete, including all necessary CP monger, fixture and PVC profile edging provided to door cabinets.	Metre		6	

Detail BOQ of Store						
Sr.n	Sch #	Description of items	Unit	Rate	Qty	Amount
1		Brick Work				


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

a	4-18	Burnt brick work, in walls over 115 mm thick, laid and jointed in CM 1:6, straight or to curve with inner radius of 6m and over, upto 2nd floor roof level.	Cum	12006	25	300,150
b	4-37	Additional labour cost, for each story of building above 2nd floor roof level, for burnt brick work, straight or curve with inner radius 6m and over, in any mortar Up to 6th Floor	Cum	1516	25	37,900
2		Corrugated galvanized iron (CGI) sheet				-
	10-13	Supply and fix, corrugated galvanized iron (CGI) sheet 20 BG, fixed with V hooks, limpet and bituminous washers end and side laps.	Sqm	2104	126	265,104
3		Roof Trusses				-
	9-10	Supply and fix, roof trusses, framed structure, walls, pieces, purlins, cleats, etc. and all connections including welding etc.	Kg	181	2500	452,500
4		PCC 1:2:4				-
a	3-5	Providing and laying of PCC with 3000 psi compressive cylindrical strength in all non- structural elements except formwork.	Cum	8922	3	26,766
b	3-40	Add labour cost for hoisting / lowering of concrete (Cast in situ) for each storey beyond 12 M above or below GL.	Cum	118	3	354
5		CI SWV Pipe				-
a	20-2	Supply and fix, CI SWV pipe 100 mm bore, all as specified.	Metre	2833	30	84,990
b	20-12	Supply and fix, CI plug bend 100 mm bore joints filled with lead, as specified.	Each	2680	6	16,080
6		Plaster				-
a	13-4	Cement Plaster 1:3, 19 mm thick finished as specified (Basement, ground, 1st floor and 2nd floor, all as specified)	Sqm	322	150	48,300


ENGR. ASIF SAEED
 Director (Civil Works)
 Pakistan Telecommunication Authority
 Headquarters F-5/1, Islamabad

SCHEDULE - A TO BID

b	13-11	Add to item 13-3 to 13-10 for additional labour above 2 nd floor	Sqm	137	150	20,550
7		MS Pipe Partationing				-
	9-119	Supply and fix 2"x2", MS hollow pipe square, 18 gauge including welding/ jointing etc.	Metre	588	75	44,100
8		MDF Sheet				-
	6-24	Supply and fix 16 mm thick MDF laminated sheet of specified pattern in any position.	Sqm	1367	33	45,111
						-
9		Wall Coating				-
	15-95	Wall finish, coat of Acrylic based Marble chips coating (Mesh-16 large) 1.00 mm to 2.00 mm thick, in any colour. (No extra coating of water repellent is required).	Sqm	799	322	257,278
10		Electric Work				-
	24-196	LED strips light 4 feet, 36 watt 220/240 volts for wall or ceiling mounted approved type Premium, Supply and fixing.	Each	3918	4	15,672
11		Steel Racks				-
a	9-113	Supply and fix 1-1/2"x1-1/2", MS hollow pipe square, 16 gauge including welding/ jointing etc.	Metre	616	37	22,792
b	9-116	Supply and fix 1"x1", MS hollow pipe square, 18 gauge including welding/ jointing etc.	Metre	424	400	169,600
12		Enamel Paint				-
a	15-21	1st coat of painting on new or old work such as fillets, framings, skirting and similar work not exceeding 150 mm girth with Synthetic Enamel Paint.	Metre	7	1,400	9,800
b	8-22	Supply and fix, 300 mm long, Brass sliding and locking bolts with staple (Plate thickness 16-18 gauge).	Each	1619	2	3,238


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SCHEDULE - A TO BID

		Total Amount of Schedule items:				1,820,285
		Non-Schedule				
	NS-2	Supply and fix 1/2"x1/2", MS hollow pipe square, 18 gauge including welding/ jointing etc.	Metre		800	
						-
Total of Non-Schedule items						
Grand Total Amount of Schedule items:						11,565,051
Grand Total Amount of Non-Schedule items (NS1 +NS-2):						

Note: All perspective bidders are requested to visit site before submission of bids



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SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Employer)

Not required

*(Note: The Employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).



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WORKS TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
-------------------------------------	-------------------------------------	--

Sub Contracting is not allowed

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.



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PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Not required



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METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

Not required



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SPECIAL STIPULATIONS
Clause
Conditions of Contract

<u>SPECIAL STIPULATIONS</u>	
	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:
1	PTA reserves the right to select the bidder based on the least cost method. Bids will be evaluated on the lump sum basis as a whole price of the Work i.e. lowest financial bid, fulfilling the technical and mandatory requirements at 16.10 of Bid Data Sheet, shall be accepted and awarded the contract being the most advantageous bidder.
2	Whereas, the pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemized basis.
3	Bidders should quote in figures as well as in words.
4	No claim on Escalation during the currency of Contract will be entertained.
5	Arbitration
	In case of any dispute or conflict between Contractor and Employer, dispute will be resolved as clause 15 of the conditions of contract. .
6	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on excess quantities
7	PTA has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.
8	Amount of Bid security
	Rs. 400,000/-
9	Form of Bid security
	Either a pay order or bank draft from scheduled bank in favour of PTA and its scanned copy to be attached with Technical bid. Whereas, original bid security shall be provided before the deadline for submission of bids.
10	Bid security
	Bid security of successful Bidder will be released on provision of Performance Security at time of signing of contract. Bid security of un-successful Bidder(s) will be returned on issuing of Work Order to successful bidder but not later than 30 days from the date of opening of financial bid. Whereas, bid security of technically dis-qualified bidders will be released after opening of financial bids of technically qualified bidders.
11	Performance Security / Performance guarantee
	Performance security/ Guarantee is equal to 6% of the contract value. This performance Security/ Gurantee will be submitted in shape of Pay Order


M. ASIF SAEED
 Director (Civil Works)
 Telecommunication Authority
 Headquarters F-5/1, Islamabad

		Demand Draft from any scheduled bank of Pakistan within 14 days on receipt of Letter of Acceptance/ Work order.
12	Release of Performance guarantee / security.	Performance Security /guarantee will be released after expiry of defect liability period i.e. 6 month(s) of completion of work subject to no complaint from Director (CWs).
13	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fails to do so, PTA will get the job/work done from open market and the amount will be deducted from the performance guarantee.
14	Time of commencement of work	From date of signing of contract
15	Time of completion of work	120 Calendar days from the contract signing
16	Imposition of Penalty for non-completion of the work within stipulated time	Amount payable due to failure to complete shall be 0.1% per day up of the contract value (as per final bill verified by PTA) to a maximum of 6% of contract value and thereafter the contract shall stand cancelled
17	Insurance against injury to workmen	Safety of the employees of the contractor, from injury will be sole responsibility of the contractor.
18	Payment	Final payment will be made after successful completion of work subject to approval of the Competent Authority and on the recommendations of Director (Civil Works). Interim Payment: interim payment upto amount of Rs. 5 million will be paid on verification of works completed by Director (CWs) after submission of invoice. Payment shall be linked with ATL status of the contractor at time of payment as required under PPRA Tax Compliance Regulations 2015.
19	Contractor will work under the technical guidance of Director (Civil Works).	
20	All material/equipment will be checked and approved by the Director (Civil Works) before commissioning of work.	
21	In case of termination of work order due to fault of the supplier/bidder, the performance security/guarantee shall be forfeited in favour of Pakistan Telecommunication Authority(Besides, blacklisting procedure will also be initiated as per Annex-A.	
22	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
23	Bid Should be valid for 180 days from the last date of submission of bids.	
24	Each page of bid/document should be signed and stamped by the bidder.	
25	Bids/rates or amounts should be inclusive of all taxes, income and sales tax payable to Government of Pakistan or local bodies and no claims in this regard shall be entertained by PTA.	


ENGR. ASIF SAEED
 Director (Civil Works)
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 Headquarters F-5/1, Islamabad

26

The contractor rate shall include all incidental charges in connection with work which are required to complete the project and are not included in the BoQ. No extra payment will be made in this regard.



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CONDITIONS OF CONTRACT



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
1.	General Provisions	37
2.	The Employer	39
3.	Engineer's/Employer's Representatives	39
4.	The Contractor	40
5.	Design by Contractor	40
6.	Employer's Risks	41
7.	Time for Completion	42
8.	Taking Over	42
9.	Remedying Defects	43
10.	Variations And Claims	43
11.	Contract Price And Payment	44
12.	Default	46
13.	Risks And Responsibilities	47
14.	Insurance	48
15.	Resolution of Disputes	48
16.	Integrity Pact	49



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer/PTA ” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments



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1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.

1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

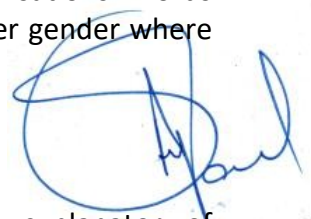
1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the



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Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE EMPLOYER**

2.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized



ENGR. ASIF SAEED
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Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period, subject to obtaining the Employer's prior consent under the same terms.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the prior consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security/ Gurantee at the option of the bidder, in the form of Bank Draft or Bank with validity as specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design



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Headquarters F-5/1, Islamabad

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1, 10.2 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.



ENGR. ASIF SAEED
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Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer/PTA when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer/PTA shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issuance of the Certificate of Completion, carry out, at no cost to the Employer/PTA, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS



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Headquarters F-5/1, Islamabad

10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.



ENGR. ASIF SAEED
Director (Civil Works)
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Headquarters F-5/1, Islamabad

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

As per special stipulations

~~The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub Clause are without prejudice to the Contractor's entitlement under Clause 69.~~

(b) Valuation of the Works

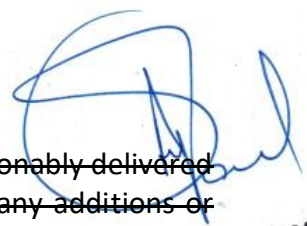
The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

As per Special Stipulations

~~The Contractor shall be entitled to be paid at monthly intervals:~~

- ~~a) the value of the Works executed; and~~
- ~~b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.~~



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

~~The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.~~

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money/ Performance Guarantee shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period i.e defect liability period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.


ENGR. ASIF SAEED
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Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:


- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

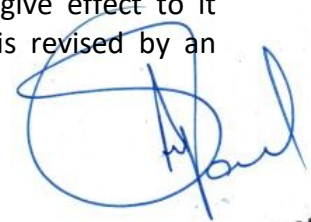
Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 **Arbitration**

In case of any dispute the case shall be referred to PC-1 Of PTA for the



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

settlement at first stage . A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any
(To be listed by the Employer)

1.1.4 **The Employer** means
Pakistan telecommunication Authority

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** _____ **120** days

(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 **Engineer**
Director Civil Works, PTA HQs, Islamabad

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

(The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the Commencement Date*



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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

3.1 **Authorised person :** _____

3.2 **Name and address of Engineer's/Employer's representative**

Inam Ullah (AD CW)

4.4 **Performance Security:**

Amount_6 % of the Contract value

Validity_180 days after completion of Works i.e for the defect liability period as well.

(Form: As provided under Standard Forms* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's __N/A_____

7.2 **Programme: Not Required**

~~Time for submission: Within fourteen (14) days* of the Commencement Date.~~

~~Form of programme: _____(Bar Chart/CPM/PERT or other)~~

7.4 Amount payable due to failure to complete shall be 0.1% per day up of the contract value (as per final bill verified by PTA) to a maximum of 6% of contract value

9.1 **Period for remedying defects**

6 Months after issuance of completion certificate

10.2 (e) **Variation procedure:**

If any item which is not provided in the works and is required then the following procedure will be adopted

- I. Item will be looked upon in the MES Scheduel Rates and if it is present in the schedule rates then the item will be selected and same premium rates as quoted by the vendor for the contract will be applied and submitted to PTA Authroity for approval for incluasiun in the contract
- II. If item is non-scheduel then contractor will submit the rate analysis of the item covering price of item, labour charges, taxes etc. The same shall be verified by the Director (Civil Works) and submitted to Authority for approval and inclusion in the contract value.
- III. All variation has to be submitted and approved before the submission of final bill.

11.1 ***(a) Terms of Payments**

Final payment will be made after successful completion of work subject to approval


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

of the Competent Authority and on the recommendations of Director (Civil Works).

Interim Payment: interim payment not less than the upto amount of Rs. 5 million will be paid on verification of works completed by Director (CWs) after submission of invoice.

Note : Payment shall be linked with ATL status of the contractor at time of payment as required under PPRA Tax Compliance Regulations 2015.

* (Employer to amend as appropriate)

- 11.3 **Percentage of retention:** No amount is retained as Contractor will submit 6 % of contract value in the form of performance Security as per prescribed format i.e. Banker's Cheque/ Demand Draft and the same will be released after expiry of defect liability period and no complaint against the executed work which is six months after the issuance of completion certificate

* (Employer to amend as appropriate)



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

Type of cover

Third Party-injury to persons and damage to property

Full cost of damage to the property i.e cost of work equal to the contact amount

(The minimum amount of third party insurance should be assessed by the Employer and entered).

Workers:

As Per labour Laws of Government of Pakistan

Other cover*:

Nil _____

(In each case name of insured is Contractor and Employer)

14.2 Amount to be recovered

Premium plus five percent (5%).

15.3 Arbitration

Place of Arbitration: Islamabad _____

* (Employer to specify as appropriate)



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

FORM OF BID SECURITY

Not required as it is the shape of Pay order/ Demand Draft



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Not Required as performance Security/ Gurantee will be submitted in shape of Pay Order/

Demand Draft from any schedueled bank of Pakistan



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 2024

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Head Quarter at F-5/1, Islamabad through its authorized representative/officer (s) Mr. _____ (hereinafter called as the "**Employer**" which expression shall where the context admits, include successors-in-interest as assigns) of the One Part.

AND

_____ through its authorized representative/officer (s) Mr. _____ (hereinafter all the "**Contractor**" which expression shall where the context admits, include successors in interest as assigns) of the Other Part.

(If when and where applicable the Party of the One Part and Party of other part shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**" as the context of this Addendum requires).

WHEREAS the Employer desires the execution and completion of certain Works, specifically the Repair and Maintenance of Washrooms and the construction of **Repair / Maintenance of Wash Rooms and other Misc. works at PTA HQ's Building , F-5/1, Islamabad.**

AND WHEREAS the Employer has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THEREFORE, this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) *Speial stipulations*
 - (f) The Specifications; and
 - (g) The Drawings



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to:
- a) Execute and complete the Works as specified in the Contract documents;
 - b) Remedy any defects in the Works promptly and in accordance with the terms of the Contract;
 - c) Ensure that all Works are carried out in conformity with the provisions, specifications, and standards set forth in the Contract;
 - d) Comply with all applicable laws, regulations, and codes relevant to the execution and completion of the Works;
 - e) Maintain a safe working environment and adhere to all health, safety, and environmental requirements during the execution of the Works;
 - f) Provide all necessary labor, materials, tools, equipment, and supervision required for the completion of the Works;
 - g) Cooperate and coordinate with the Engineer/Employer and other contractors/subcontractors involved in the project as necessary.

4. **Payments:**

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. The payments shall be made to the Contractor in the manner prescribed by the Contract as stipulated in the Contract documents. The Employer shall ensure that payments are made promptly and in accordance with the agreed terms, subject to the Contractor fulfilling its obligations under the Contract, including the submission of valid invoices and supporting documentation as required.

5. **Indemnity:**

The Contractor shall, at all times during the specified period of this Agreement and thereafter, indemnify and hold harmless the PTA and its officers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with this Agreement, including but not limited to (a) Injuries or damage to any person or property resulting from the performance of the Contractor's duties under this Agreement, (b) Any act or omission by the Contractor or its employees, (c) Any claims, demands, proceedings, costs, charges, and expenses related to or arising from such injuries, damages, acts, or omissions (d) All litigation, court processes, and court cases, including those filed or instituted by the personnel employed by the Contractor, whether individually or collectively, or by any other party, subject to the completion of legal proceedings as required by law.

6. **Confidentiality:**

The Contractor shall ensure that all of its employees performing services specified in this Agreement shall not, at any time during the performance of this Agreement or thereafter, disclose to any person any information related to the affairs of the PTA or its offices, or any other matter which may come to their knowledge by reason of the



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

performance of the services specified in this Agreement. If, in the opinion of the PTA, there has been any such disclosure, the Contractor shall, upon notice from the PTA, immediately dismiss the person concerned from service. The Contractor hereby undertakes to ensure that neither it nor any of its employees, personnel, agents, or any other person acting on its behalf shall, at any time during the term of this Agreement or at any time after its termination, divulge or disclose any information or documents whatsoever to any third party or person without the prior written consent of the PTA.

7. Assignment:

The Contractor is prohibited from assigning this Agreement or any part of this Agreement. The Contractor shall act, and shall ensure that its personnel act, in accordance with any instructions provided by the PTA from time to time, whether in verbal or written form. The Contractor shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or thereunder. Any such assignment or sub-contracting by the Contractor shall entitle the PTA to terminate this Agreement forthwith.

8. Dispute Resolution:

All disputes, or controversies arising directly out of or in connection with this Agreement, except for matters which are within the sole discretion of the PTA under the terms of this Agreement, shall be settled through mutual negotiations between the parties. If such negotiations fail, the matter, subject to the aforementioned exception, shall be referred to arbitration. Two arbitrators shall be appointed: one by the Contractor and one by the PTA. The two arbitrators shall then jointly appoint a third arbitrator. The decision of the arbitrators shall be final and binding on both parties.

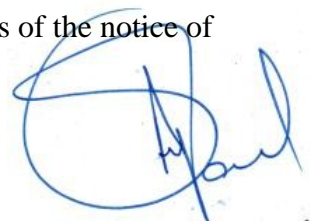
9. Force Majeure:

If a Force Majeure event occurs, the Contractor shall immediately notify the PTA in writing. If necessary, the Contractor may suspend the execution of the works and, to the extent agreed with the PTA, demobilize the Contractor's equipment. If the Force Majeure event continues for a period of eighty-four (84) days, either party may give notice of termination, which shall take effect twenty-eight (28) days after the notice is given. Upon termination due to Force Majeure, the Contractor shall be entitled to payment of the unpaid balance for the value of the works executed and for the materials and plant reasonably delivered to the site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) The cost of demobilization.
- c) Less any sums to which the PTA is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

10. Termination



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

Notwithstanding anything herein contained, PTA shall be exclusively entitled to terminate this Agreement:

- 10.1 Without advance notice, if the Contractor is in breach of any of the terms of this Agreement and such breach is not rectified by the Contractor within thirty (30) days after receiving written notice from PTA, or if PTA is not satisfied with the services being provided by the Contractor.
- 10.2 Without cause, by giving fifteen (15) days advance written notice to the Contractor. In case of such termination, the Contractor shall only be paid for services actually rendered up to the date of termination. Any advance payment in respect of services not performed or for the period falling after the effective date of termination shall be refunded by the Contractor. PTA shall not, due to the expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages due to the loss of prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

INTEGRITY PACT(DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____
Contract Value: _____
Contract Title: _____

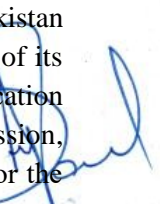
..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Pakistan Telecommunication Authority (PTA) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Pakistan Telecommunication Authority (PTA) , except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Pakistan Telecommunication Authority (PTA) and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to Pakistan Telecommunication Authority (PTA) under any law, contract or other instrument, be voidable at the option of Pakistan Telecommunication Authority (PTA).

Notwithstanding any rights and remedies exercised by Pakistan Telecommunication Authority (PTA) in this regard, [name of Supplier] agrees to indemnify Pakistan Telecommunication Authority (PTA) for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Pakistan Telecommunication Authority (PTA) in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

other obligation or benefit in whatsoever form from Pakistan Telecommunication Authority (PTA).

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad



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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

SPECIFICATIONS

- Work will be carried out as per standards, specifications of Materials as per MES Scheduel 2021
- ASTM or BSS shall be followed for strict compliance



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

DRAWINGS

PAKISTAN TELECOMMUNICATION AUTHORITY

*All bidders are requested to visit site prior to submission of bid



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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad



Pakistan Telecommunication Authority

Telecom Regulator



PAKISTAN TELECOMMUNICATION
AUTHORITY



MECHANISM FOR
BLACKLISTING/DEBARRING OF

A handwritten signature in blue ink, appearing to read 'Asif Saeed', written over a faint circular stamp.

ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

BIDDER/CONTRACTOR

PAKISTAN TELECOMMUNICATION AUTHORITY



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

Contents

1. Introduction.....65

2. Blacklisting/Debarring.....65

3. Procurement Committee and Grievance Committee66

4. Blacklisting and debarring Procedure67

5. Findings and Decisions by the Committee67

6. Appeal/Review68

7. Effect.....68

PAKISTAN TELECOM



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

1. Introduction

Pursuance to Rule-19 of Public Procurement Rules, 2004 (“Rules”) read with Rule-2(f) and the criteria for Blacklisting of Suppliers and Contractors doing business with Pakistan Telecommunication Authority (“PTA”), following comprehensive mechanism for blacklisting and debarment of bidders for a specified time in accordance with regulations made by Public Procurement Regulatory Authority (“Authority”) shall be followed:

PTA’s Blacklisting Mechanism or any amendments thereof forms part of all tender documents and are in furtherance of the provisions of the Rules and in no way overrides the provisions of the Rules.

2. Blacklisting/Debarring

Blacklisting/debarring means and includes the process / proceedings initiated against any business entity/person including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership, sole proprietor or firm; hereinafter referred to as, “Bidder/Contractor”, as the case may be, from participating in any current/future procurement (goods & services) proceedings conducted by PTA. Such blacklisting/debarring shall be for a fixed period not more than the period specified by the PPRA Rules. The Bidder/Contractor individually or collectively as a consortium may be blacklisted/debarred if found to have been involved in any or all of the following acts:-

I. Failure or refusal to:

- (a) execute the contract (after issuance of LOA or after acceptance of bid) in disregard to the terms thereof;
- (b) execute the contract; withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.
- (c) accept Purchase Order / Work Contract;
- (d) execute work;
- (e) submit Bank Guarantee as per tender terms;
- (f) make supplies as per specification agreed;
- (g) fulfill contractual obligations and/or non-performance and/or non-satisfactory performance as per Purchase Order/ Work Contract and/or Call-Out Agreement;
- (h) meet terms and conditions of Purchase Order/ Work Contract and/or Callout Agreement
- (i) to remedy underperformance or to honor contractual obligations within the warranty period or defect liability period.
- (j) Or any other non-compliance of obligations vital for the execution/ compliance of the contract.

II. Causing delay in signing the contract without any cogent reasons.

III. Repeated non-performance or non-satisfactory performance.

ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

ANNEX-A

- IV. Indulgences in corrupt or fraudulent practice or practices while obtaining or attempting to obtain contracts in PTA.
- V. Convicted of fraud, corrupt practice or practices, tax evasion or criminal misappropriation or falsification of accounts by any competent forum.
- VI. Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. At the time of submission of bid(s), all bidders/contractors shall submit an affidavit, in this regard.
- VII. Furnished information that was false, spurious and materially inaccurate or incomplete or submitted any forged or fake documents or any misrepresentation.
- VIII. Making frivolous complaints and allegations to gain undue advantage.
- IX. Submission of false/incomplete bid security or infringement to get undue monetary or any other benefit.
- X. Attempt or activity to malign or bring PTA into disrepute and harm its interest(s).
- XI. Any other cause deemed just and appropriate by PTA in the given circumstances.
- XII. Note: If any of the abovementioned cause(s) occur either on part of the principal bidder or the agent, both shall be considered for blacklisting/debarring.

3. Procurement Committee and Grievance Committee

- a. PTA has constituted three procurement committees, namely PC-I, PC-II and PC-III for its organizational requirements. However, for the purposes of blacklisting/debarring or penalizing action, only Grievance Committee comprising of three members is authorized to make appropriate decisions.
- b. The Committee is competent and authorized to consider process and finalize all matters regarding blacklisting/debarring of Bidders/Contractors. The Committee may call for any document, file or record which it deems necessary and relevant for the purposes of proceedings.
- c. The Committee may adopt any procedure for its conduct as it deems fit and appropriate in the circumstances to achieve the objectives of blacklisting mechanism.
- d. The Committee deliberations, as a guiding principle, should be based upon adequate evidence. Consideration should be given as to how much credible information is available, and its reasonableness in view of surrounding


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

ANNEX-A

circumstances, and inferences which may be drawn from the existence or absence of affirmed facts. The assessment shall include all documents available and presented.

4. Blacklisting and debarring Procedure

- a. Upon receipt of or obtaining information and/or knowledge that any Bidder/Contractor involved in practices mentioned in Clause 2 above, at any stage after initiation of bidding process and/or after execution of the contract, the concerned procurement committee of PTA shall promptly make recommendations to the Grievance Committee for its furtherance to initiate formal blacklisting proceedings.
- b. In case the Committee decides to initiate blacklisting proceedings, the Bidder/Contractor shall be formally intimated vide Show Cause Notice, in writing about the nature of complaint/matter and initiation of blacklisting proceedings.
- c. The Bidder/Contractor shall be intimated by giving a seven (07) days' notice preferably through email, courier services, registered post or fax or email and shall be provided an opportunity of furnishing response to justify its position either through written representation or personal hearing or both.
- d. In case the Bidder/Contractor fails to furnish his defense or representation, the Committee may proceed *ex parte* on the basis of information, record and material available before it, provided that one further notice at a minimum of three working days interval has been issued.
- e. The Committee shall preferably complete its proceedings within thirty (30) days from the date of first notice given pursuant to paragraph (d) above.
- f. The Bidder/Contractor against whom blacklisting proceedings have been initiated may be represented through:

(1) In case of an individual or sole proprietorship; in person or any other duly authorized officer.

(2) In case of a company, firm or partnership; by the Chief Executive Officer, Director or the Managing Partner, or any other duly authorized officer.

5. Findings and Decisions by the Committee

- a. The Committee after finalizing its proceedings shall record its findings in writing along with reasons and decide one or more of the following measures:
- b. Withdrawal of blacklisting proceedings;



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ANNEX-A

- i. Issuance of Warning Letter to Bidder/Contractor;
 - ii. Debarring, specifying the time period;
 - iii. In case the Bidder/Contractor is found at fault based on the facts of the case and/or as per bidding documents and fails to justify the grounds of its fault, then keeping in view the gravity of situation, the Committee may decide for encashment of the bid bond / Performance Guarantee / Bank Guarantee as the case may be.
 - iv. Blacklisted if the Bidder/Contractor fails to take remedial action within the specified time; and/or,
- c. The order of the Committee shall be communicated in writing by officer not below rank of Director of Procuring Department of PTA to the Bidder/Contractor and also to the Authority (PPRA).
- d. The list of blacklisted Bidder/Contractor shall be published on PTA's website in due course.

6. Appeal/Review

The Bidder/Contractor feeling aggrieved by any decision of the Committee may approach the Authority (PPRA), as per applicable Rules, within thirty (30) days of communication of such blacklisting or debarring action etc. if deemed appropriate.

7. Effect

- a. The debarred/blacklisted Bidder/Contractor shall stand disqualified from bidding from all PTA bids from the date of communication of such decision.
- b. In case(s) of a contract already awarded to a Bidder/Contractor that has subsequently been blacklisted or debarred, it shall be voidable at the sole option of PTA.
- c. In case(s) of a contract already awarded to a Bidder/Contractor that has subsequently been blacklisted or debarred by any other company/Authority, it shall also be voidable at the sole option of PTA.



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