



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

Tender No.17/CW/2024

INVITATION TO BID

Repair/Maintenance work at PTA Zonal office, Lahore

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 work at PTA Zonal office, Lahore.**

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

The electronic bids, must be submitted by using EPADS on or before 29th November 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 (<https://eprocure.gov.pk>).

Engr. Asif Saeed

Director (Civil Works)

PTA HQs, F-5/1, Islamabad

Phone.: 051-2878114,9225352, Fax: 051-2878149

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

Bidding Documents

Repair/Maintenance work at PTA Zonal office, Lahore



Pakistan Telecommunication Authority

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

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Headquarters F-5/1, Islamabad

**INVITATION
FOR
BID**



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PTA Headquarters, F-5/1, Islamabad
[http:// www.pta.gov.pk](http://www.pta.gov.pk)
"Say No to Corruption"

Tender No.17/CW/2024

INVITATION TO BID
Repair/Maintenance work at PTA Zonal office, Lahore

Pakistan Telecommunication Authority intends to perform **Repair/Maintenance work at Zonal office, Lahore.** Applications are invited as per PPRA Rule No. 36(b) "**SINGLE STAGE, TWO ENVELOPES BIDDING PROCEDURE**" from interested contractors having valid registered upto 2025 with Pakistan Engineering Council (PEC) in category **C-6 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. Works of similar nature and general works in hand and completed. (Details should be given as per criteria specified in bidding data)
 - iii. Registration alongwith ATL active status 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 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 submitted in sealed envelope before the last date of bid submission time and date. A scanned copy of the financial instrument of bid security shall be attached with technical proposal on EPADS.
- 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 29-11-2024. 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 disqualification of the firm/contractor
- 7- In case of incomplete information, bid will be rejected forthwith.
- 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


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**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

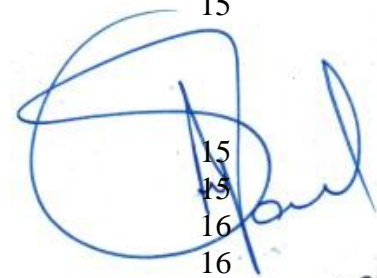


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INSTRUCTIONS TO BIDDERS

(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 work at PTA Zonal office, Lahore** 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



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- 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 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 IB.14.3.
 - (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


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completion of the Works.

- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all 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.



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- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the 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~~

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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).

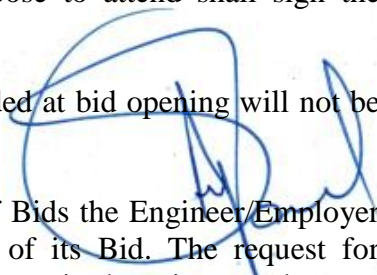
E. BID OPENING AND EVALUATION

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



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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 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


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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 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

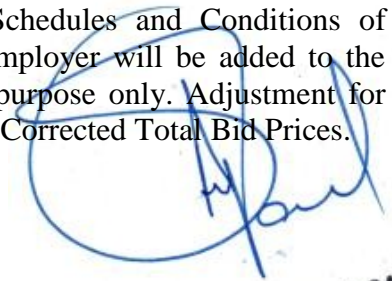
Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (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 satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 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


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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

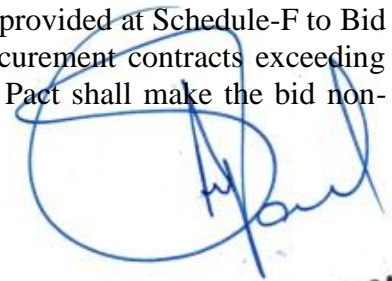
- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the 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 : Renovation Works, Fixing of ACs, Plumbing Works , Partition walls, False Ceiling and Electrical work

Repair/Maintenance work at PTA Zonal office, Lahore5.1

(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/manufacture has the financial, technical and production capability necessary to perform the Contract as follows: **Repair/Maintenance work at PTA Zonal office, Lahore**

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

“The work consist of Civil Works, Electric, Plumbing, Air conditioning works”

(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 necessary to illustrate clearly the significant characteristics such as general construction dimensions and

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other relevant information about the works to be performed.

Being repair/renovation 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 to:

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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

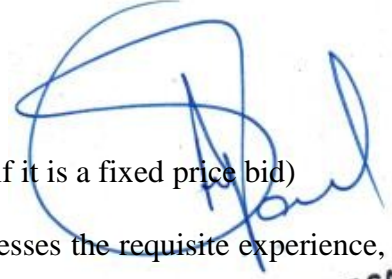
As per Invitation to Bid

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.



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- (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 2 years 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 Lahore	5		Firm having its office in Lahore will get 5 marks.
2	Financial Health	25		Provide bank statements of last three years. Marks will be awarded on the following criteria. <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

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				<i>less than Rs. 4Million during last three years(0 Marks)</i>
3	<i>General Experience of firm</i>	10		<i>1 mark/year for general works shall be awarded for each year beyond minimum experience of 2 year (the oldest completion certificate submitted with technical proposal will be considered for experience years).</i>
4	<i>Specific Experience of firm for the renovation works</i>	20		<i>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></i>
5	<i>Active Tax Payer</i>	10		<i>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></i>
Sub Total		70		

- i. Minimum technical qualifying marks are 70% (i.e. 49 out of 70) in above table shall be compulsory.**
- ii. Provide documentary evidence for claiming the numbers in evaluation like work orders, completion certificates, tax returns, registration certificates, bank statement etc.**
- iii. All supporting documents to be attached for part A and B of this Annexure.**

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FORM OF BID AND SCHEDULES TO BID



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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 contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

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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: _____



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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*



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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



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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 and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the

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SCHEDULE - A TO BID

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. 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.

For Non Scheduel items contractor will work out the estimates as per market rates and fill in the prices in the BoQ where space has been provided

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices (Scheduel + Non Scheduel) 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.


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SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES



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SCHEDULE - A TO BID

<u>Name of Work:</u>	
<u>Detailed BOQ for Repair/Maintenane of PTA Zonal office Lahore.</u>	
<u>General Abstract of Cost</u>	
<u>Estimates based on MES Schedule rates 2021</u>	
	<i>Amount</i>
<u>Civil Works/Plumbing/Elecric</u>	6,125,470
<u>Quoted Percentage</u> <u>above/below</u>	
<u>Non- Schedule items</u>	
<u>Air conditioning Work</u>	1,360,575
<u>Quoted Percentage</u> <u>above/below</u>	
<u>Parking Shed</u>	
	361,601
<u>Quoted Percentage</u> <u>above/below</u>	
<u>Non- Schedule items</u>	
<u>Total Bid Amount</u>	
<u>Amount In words</u>	

Note :	
i. Contractors are required to give only percentage in words & figures, above or below on estimated amount to tender.	



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SCHEDULE - A TO BID

**Detailed BOQ for Repair/maintenance Work at at PTA Zonal office,
Lahore.**

Sr. #	Sch. item #	Description of Work	Unit	Rate	Qty	Amount
Civil Works						
1		Dismantling Work				
a	23-26	Taking up or down, tiles / Marble / granite work of any type laid in floors / walls etc.	Sqm	180	150	27,000
b	23-1	Demolition of Plain Cement Concrete.	Cum	2174	1	2,174
c	23-6	Demolition of walls, built in brick work, or Concrete blocks, or in stone masonry, built in any CM, including pillars, lintels, struts etc.	Cum	957	2	1,914
d	7-188	Taking down door or gates, leaves only (single or folding) of any pattern or thickness not exceeding 2.60 m each.	Each	55	10	550
2		Brick Work				
	4-6	Burnt brick work, in wall over 115 mm thick, laid and jointed in CM 1:6, straight or to curve with inner radius of 6m and over, up to G.F roof level.	Cum	11699	3	35,097
3		Cement Plaster				
	13-4	Cement Plaster 1:4,13 mm thick finished as specified(Basement,GF,FF and 2 nd floor).	Sqm	322	300	96,600
4		Paint Work				
a	15-4	Distempering with Poly Vinyl Distemper or equivalent, on new or old surface, 1st Coat	Sqm	61	4500	274,500
b	15-5	Same as item 15-4, but 2nd and subsequent coats	Sqm	36	4500	162,000
5		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	100	9,700


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SCHEDULE - A TO BID

b	15-13	Same as item 15-12, but second and subsequent coat.	Sqm	82	100	8,200
6		Weather shield				
a	15-57	1st Coat of Weather Resistant paint on exterior wall for old surface.	Sqm	158	400	63,200
b	15-59	Same as item 15-57 , but 2nd and subsequent coat	Sqm	93	400	37,200
7		Bath Tiles				
	12-37	Providing and laying Premium quality tiles of any make not exceeding 3600 Sq cm, including setting, jointing and bonding, complete all as specified.	Sqm	4378	200	875,600
8		Kitchen Cabinet (Floor)				
	7-134	Supply and fix, Kitchen Floor / Sink Floor Cabinet, 600 mm wide and 862 mm high with First Class Soft wood (Deodar) frame, 19 mm thick Teak Veneered board shutter, drawers including all necessary Chromium plated (CP) mongery, RCC slab, 25 mm thick white / coloured marble slab, complete as per IS Arch 17,18 and 19.	Meter	14209	6	85,254
9		Kitchen Cabinet (Wall)				
	7-135	Supply and fix, Kitchen Wall Cabinet 381mm wide and 610 mm high, 19 mm thick Teak Veneered board shutter complete as par IS Arch 17, 18 and 19, including all necessary CP monger, fixture and deodar wood edging provided to door cabinets.	Meter	7596	6	45,576
10		Kitchen Marble				
	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	10	66,340
11		Doors				


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SCHEDULE - A TO BID

	7-72	Supply and fix, uPVC Door, 60 mm thick shutter for with groove panel 20 mm thick, filled instead of glass, as specified complete in white colour.including necessary fittings, mongery except glass, complete all as specified.	Sqm	21164	15	317,460
12		Kitchen floor / wall tiles				
	12-37	Providing and laying Premium quality tiles of any make not exceeding 3600 Sq cm, including setting, jointing and bonding, complete all as specified.	Sqm	4378	40	175,120
13		Exhaust Hole & door				
	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	6	19,872
14		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	700	1,099,700
15		Gypsum sheet Ceiling				
	14-31	Supply and fix Gypsum sheet 1200 mm x 2400 mm x 12.5 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.	Sqm	2027	500	1,013,500
16		PCC 1:3:6)				
	12-3	Providing and laying PCC 1:3:6, laid under floor using crushed or broken stones.	Cum	7107	2	14,214
17		RCC 1:2:4				


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SCHEDULE - A TO BID

	3-9	Providing and laying of RCC with 3000 psi compressive cylindrical strengthin roof slabs, landings, walls, plinth beams and bands etc including form work all as specified. Reinforcement measured and paid separately.	Cum	13547	1.2	16,256
18		Steel				
	9-54	Supply and fix, bars round, using deformed bars Grade-40 including cutting, bending, binding and placing reinforcement in position.	Kg	151	100	15,100
19		8 mm thick glass work				
	16-9	Supply and fix, Plate glass 8 mm thick, fixed to timber or S.steel sashes with Hard /Soft wood beads and screws as specified.	Sqm	2666	30	79,980
Plumbing Works						
1		WC (European)				
	17-3	Supply and Fix Water Closet (WC) of Premium quality, European pattern complete (coupled) all as specified.	Each	22832	7	159,824
2		WC Wall Mounted				
	17-6	Supply and Fix, Water Closet (WC) wall mounted including fittings 1 fixtures complete all as specified.	Each	16206	1	16,206
3		Flush Tank				
	17-7	Supply and Fix Flush tank concealed type complete all as specified.	Each	21675	1	21,675
4		WC Asiatic				
	17-10	Supply and Fix, WC Asiatic pattern not less than 550 mm with flushing system complete all as specified.	Each	6667	4	26,668
5		Tee Stop Cock				
	18-333	Tee Stop cock brass, CP, screw down, high pressure, fancy type, 15mm dia, supply and fixing.	Each	743	37	27,491
6		Toilet bib cock (Double)				
	18-317	Supply and fixing Toilet bib cock (Double), Brass, CP, fancy type, screwed down, BSS, 15 mm dia,	Each	1334	13	17,342
7		Toilet Shower				


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SCHEDULE - A TO BID

	17-76	Supply and Fix, CP Toilet shower, 15 mm dia.	Each	1493	14	20,902
8		Sink				
	17-22	Supply and fix, Sink Scullery of Stainless Steel, with double bowl exceeding 6000 sqcm up to 7500 sqcm, including all fixing, fittings, accessories etc.	Each	9692	1	9,692
9		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	9	120,996
10		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	3	18,921
11		Floor Trap				
	17-63	Supply and fix, 100 mm dia floor trap, including reducer etc. complete all as specified	Each	2185	18	39,330
12		P-Trap				
a	28-295	uPVC P Trap, 75 mm.	Each	243	18	4,374
b	28-296	uPVC P Trap, 100 mm.	Each	366	2	732
13		Tissue holder				
	28-282	Toilet paper holder, Plastic.	Each	497	10	4,970
14		Bottle Trap				
	17-66	Supply and fix, Bottle trap, complete all as specified.	Each	1675	13	21,775
15		u-PVC Pipe				
a	20-50	Supply and fix, u-PVC, Soil and waste pipe 75 mm dia, complete, with plain end and solvent cement joint, all as specified.	Mtr	587	30	17,610
b	20-51	Same as item 20-49, but 110 mm dia	Mtr	773	25	19,325
16		Fittings (uPVC)				


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SCHEDULE - A TO BID

a	20-70	Supply and fix, uPVC Elbow/bend, 90° 75 mm dia, complete with Z joint and rubber ring, all as specified.	Each	298	15	4,470
b	20-71	Same as item 20-69, but 110 mm dia.	Each	447	6	2,682
17		PPR Pipe				
	18-893	PPR pipe, with all fittings i.e. socket, bend, tee, elbow, where required, 20 mm dia, Class PN-20 (excluding excavation), supply and fixing.	Mtr	239	200	47,800
18		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	37	4,995
19		Mixer				
	28-16	Basin Mixer, Premium Quality.	Each	9500	14	133,000
20		Shower				
	28-310	Wall Shower, Premium Quality.	Each	21822	2	43,644
21		Mirror				
	17-44	Supply and fix, Mirror, (any shape and pattern), 5 mm thick, edges ground, complete all as specified.	Sqm	1727	6	10,362
22		Towel rail, CP				
	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	2	2,798
23		Toilet paper holder				
	17-50	Supply and fix, Toilet paper holder, any shape, pattern, size with plugs, screws etc., complete all as specified.	Each	719	10	7,190
24		CP Nipple				
	18-324	CP Nipple 15 x 50 mm for CP bib cock and shower, supply and fixing.	Each	109	50	5,450
25		Ball valves				


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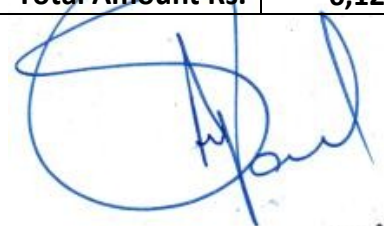
SCHEDULE - A TO BID

a	18-406	Ball valves, brass (Corydon) or other approved pattern, with plastic ball screwed for iron (brass ferrule), 15mm dia supply and fixing.	Each	727	6	4,362
b	18-407	Same as item 18-406, but 20mm dia.	Each	1234	6	7,404
26		Sink Mixer				
	28-234 + 18-329	Supply and fixing Sink Mixer, Premium Quality.	Each	14715	1	14,715
Electric Work						
1		LED/SMD Bulb				
	24-240	LED/SMD Bulb, 5 watts, 220/240 volts, approved type supply and fixing	Each	207	17	3,519
2		Exhaust Fan				
	24-687	Fan electric, AC, Exhaust, metal body with copper winding 25 cm & 30 cm, 220/230 V, with shutter, Metal duly enamel painted, "Premium" supply and fixing.	Each	3497	1	3,497
3		Light plug				
	24-792	Multi socket Light Plug, 10A, 250 V including PVC / steel back box with proper screws Complete, supply and fixing. Make Clipsal, orange, TJs or equivalent	Each	693	200	138,600
4		Power Plug				
	24-793	Gang Power Socket, 15A, 250 V including PVC/steel back box with proper screws complete, supply & fixing. Make Clipsal, orange, TJs or equivalent	Each	594	50	29,700
5		Gang Switch Series (Standard)				
a	24-760	One gang switch, 10 A, 250 V, including PVC/steel back box with proper screws supply and fixing. Make Clipsal, orange, TJs or equivalent	Each	338	20	6,760
b	24-761	Same as item 24-760, but 2 gang, 10 A.	Each	454	20	9,080


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SCHEDULE - A TO BID

c	24-763	Same as item 24-762, but 4 gang, 10 A.	Each	614	25	15,350
d	24-764	Same as item 24-763, but 6 gang, 10 A.	Each	835	20	16,700
e	24-765	Same as item 24-764, but 8 gang, 10 A.	Each	1087	6	6,522
f	24-775	TV / Telephone socket (gang type), including PVC/steel back box with proper screws supply and fixing. Make Clipsal, orange, TJs or equivalent	Each	464	20	9,280
6		Strip Tube Light				
	24-195	LED strips light 4 feet, 36 watt 220/240 volts for wall or ceiling mounted approved type Deluxe, Supply and fixing. Make osram, Paklite	Each	1998	10	19,980
7		Surface Mounted panel Light				
a	24-224	LED Surface Mounted panel light, 24 watts 220/240 volts, round or Square, approved type Premium, Supply and fixing. Make osram, Paklite	Each	4801	20	96,020
b	24-218	LED Surface Mounted panel light, 12 watts 220/240 volts, round or Square, approved type Standard, Supply and fixing. Make osram, Paklite	Each	1863	200	372,600
8		Exhaust Fan Plastic				
	24-705	Fan electric, AC, Exhaust, with copper winding, 220/230 V, SP, double way 50 cycle, having plastic frame body and blades, complete with cord operated switch, shutter and fixing screws, 30 cm "Premium" supply and fixing.	Each	3810	5	19,050
				Total Amount Rs.		6,125,470



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SCHEDULE - A TO BID

GI Parking Sheds						
Sr #	Sch - items	Description of Work	Unit	Rate	Qty	Amount
1		Exavationin Foundation etc.				
	1-1	Excavation as in Ordinary Soil upto 1.5 M depth, in foundation and pipe trenches upto 1.5 M wide, in shafts, wells and independent holes upto 30 sqm each and throw earth clear of edges of excavation within 10m. Timbering to be paid extra (Foundation and Trench over 1.5 M widths will be treated as Areas).	Cum	221	1	221
2		C-channel				
	9-1	Supply and fix, joist, channel, angle or tee sections, fixed independently without connecting plates etc., cut to ordinary length.	Kg	159	900	143100
3		Sheets Roof (With End Laps)				
	10-2	Supply and fix, corrugated galvanized steel sheet 22 BG, fixed to timber framing or purlins with one and half corrugation side laps and without end laps fixed with screws fibre and galvanized, curved or limpet washers at centre not exceeding 380mm.	Sqm	1771	120	212520
4		Paint				
a	15-32	1st Coat of painting on new or old work such as pipes, gutters and similar work not exceeding 150mm in girth with Synthetic Enamel paint.	Metre	14	240	3360
b	15-33	Same as item 15-32, but 2nd and subsequent coat.	Metre	10	240	2400
		Total Amount Rs.				361,601
	Non-Scheduled items					
5		MS Pipe for Carparking shed				
	NS-1	Providing and fixing of MS Pipe 1.5" dia and 16 Gauge thick with complete welding and painting work all as specified	Rm		122	
		Total Amount Rs.				


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SCHEDULE - A TO BID

Air-Conditioning Work						
Sr.n	Sch #	Description of items	Unit	Rate	Qty	Amount
1		Cassette Type 04 Tons				
	27-279	Supply, installation, testing and commissioning of DCs Inverter type ACs split unit, heat and cool consisting of indoor units, (wall mounted type), outdoor unit including, copper tubing with proper insulation and condensate drain pipe, electric connection from indoor unit to outdoor unit, complete in all respect with wireless remote control, Cassette type 4 way indoor unit 4 ton Capacity With duty Sequencer	Each	6,42000	2	1,284,000
2		Electric Geyser				
	24-744	Instant Electric Water Geyser, capacity 10 lit/min, complete supply & Fixing.	Each	15315	5	76,575
					Total Amount Rs.	1,360,575

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



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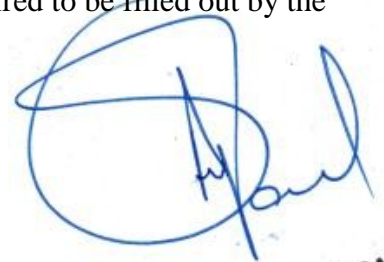
SCHEDULE - B TO BID

***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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SCHEDULE – C TO BID

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. The bidder shall be liable for any misrepresentation or inaccuracies that may arise in these statements.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients. The Employer reserves the right to verify these details and consider them in the evaluation process.



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SCHEDULE – D TO BID

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.



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SCHEDULE – E TO BID

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.



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SCHEDULE – F TO BID

**(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. _____ Dated _____
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 PTA 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 PTA, except that which has been expressly declared pursuant hereto.

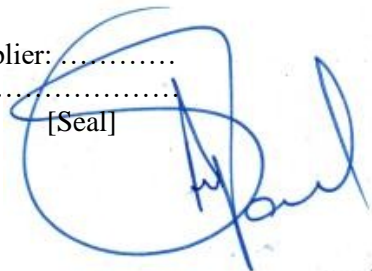
[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PTA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[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 PTA under any law, contract or other instrument, be voidable at the option of PTA.

Notwithstanding any rights and remedies exercised by PTA in this regard, [name of Supplier] agrees to indemnify PTA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to 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 other obligation or benefit in whatsoever form from PTA.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]



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SCHEDULE – G TO BID

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 thre 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.
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 Perfrmance Security at time of signing of contract and provision of the performance security bond. 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 finacial 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 Bank

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		Gurantee from any scheduled bank of Pakistan within 14 days on receipt of Letter of Acceptance/ Work order. The same will be verified from the bank by the PTA. Once verified, bid security will be released. If performance security is not provided the bid security will be converted into retention money
12	Release of Performance guarantee / security.	Performance Security /guarantee will be released on completeion of work after issuance of Completion certificate from the PTA. The release of the Performance Security/Guarantee is contingent upon the satisfactory completion of all contractual obligations and the acceptance of the work by PTA as per the terms and conditions specified in the contract.
13	Retention money	Retention money is limited to the 6 % of the contract value/ Final bill amount. The same shall be deducted/ adjusted from the inerim payments and will be calculated/finalized at the last/Final payment.
14	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.
15	Release of Retension Money	Retension money will be released after completion of defect liability perion i.e 12 months after issuance of work completion certificate.
16	Time of commencement of work	From date of signing of contract
17	Time of completion of work	60 Calendar days Less Public holidays and rainy days(to be notified by the contractor each time) from the contract signing
18	Imposition of Penalty for non-completion of the work within stipulated time	Rs. 25,000/- per day subject to maximum of 10 % of contract value.
19	Insurance against injury to workmen	Safety of the employees of the contractor, from injury will be sole responsibility of the contractor.
20	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) and ZPC , Lahore . Payment will be processed only upon receipt of a Completion Certificate and confirmation that all contractual obligations have been fulfilled. Interim Payment: interim payment not less than the amount of Rs. 5 million will be paid on verification of works by Director (CWs) and recommendations of ZP Lahore after submission of valid invoice. Payment shall be linked with ATL status of the contractor at time of payment as required under

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	PPRA Tax Compliance Regulations 2015. Payments will only be processed if the contractor is listed as an active taxpayer in accordance with these regulations.
21	Contractor will work under the technical guidance of Director (Civil Works) and Zonal Director Lahore
22	All material/equipment will be checked and approved by the Director (Civil Works) before commissioning of work.
23	In case of termination of work order due to fault of the supplier/bidder, the bid security shall be forfeited in favour of Pakistan Telecommunication Authority(Besides, blacklisting procedure will also be initiated as per Annex-A.
24	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. The affected party must promptly notify the other party of the occurrence of such events and provide evidence of their impact.
25	Bid Should be valid for 180 days from the last date of submission of bids.
26	Each page of bid/document should be signed and stamped by the bidder.
27	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.
28	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



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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

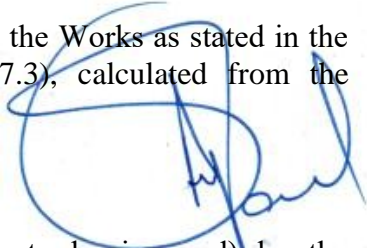
- 1.1.4 “Employer/PTA ” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but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

- 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.



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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 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



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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.

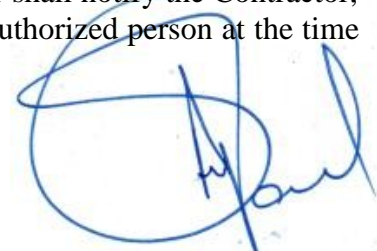
3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

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 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



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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 but only after obtaining the consent of the Employer as aforesaid.

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 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/ Guarantee at the option of the bidder, in the form of Bank Draft or Bank and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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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;
- 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


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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 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.

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.


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9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue 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


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



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- 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. This notification should be made promptly to allow the Engineer/Employer to take appropriate actions.

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. The Contractor's failure to notify will affect their ability to claim for any delays or additional costs resulting from such circumstances.

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. Failure to provide timely notification may impact the Contractor's entitlement to additional costs or adjustments resulting from the Employer's Risks.

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~~



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~~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.~~

~~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, whichever is the later.

11.5 **Final Payment**


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Within twenty one (21) days from the date of issuance of the ~~Maintenance Certificate~~ Final Acceptance Certificate/ Completion 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.

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.

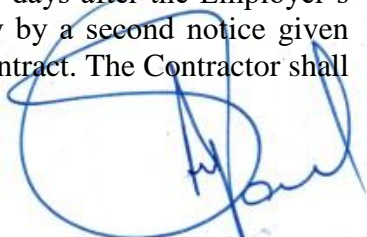
12.2 **Default by Employer**

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



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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.

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. The scope, timing, and method of demobilization shall be agreed upon by both Parties to minimize disruption.

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.


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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, including any deductions agreed upon or required under the Contract.

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

14. INSURANCE (Not required)

14.1 Arrangements

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

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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 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 No 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 (e) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.


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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** _____ **60** 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

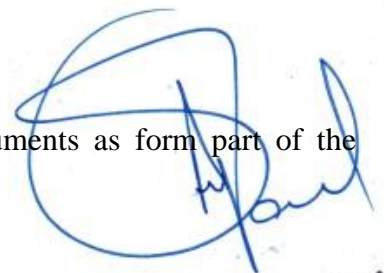
1.3 Documents forming the Contract listed in the order of priority:

- (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*

3.1 **Authorised person :** _____



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

Inam ullah (Assistant Director (CW) PTA)

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:**

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

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

7.4 Amount payable due to failure to complete shall be Rs. 25000 per day up to a maximum of 10% of contract value

9.1 **Period for remedying defects**

12 Months after issuance of completion certificate

~~10.2 (e) **Variation procedure:**~~

~~_____ Daywork rates _____
_____ (details)~~

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

Payment of verified works will be made not less than the amount of Rs. 5 Million

* (Employer to amend as appropriate)

11.1 *** (b) Valuation of the Works*:.:**

Not applicabe

11.2 **(b) Percentage of value of Materials and Plant:**

Not applicabe



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11.3 **Percentage of retention:** 6 % of the retention money will be deducted from each running bill and final bill.

* (Employer to amend as appropriate)



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Type of cover

Third Party-injury to persons and damage to property

__Full cost of damage to the property i.e cost of work

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

Workers:

As Per labour Laws

Other cover*:

(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)



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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).



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FORM OF BID SECURITY
Not required as it is the shape of
Pay order/ Demand Draft



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FORM OF PERFORMANCE SECURITY

(FORM OF PERFORMANCE SECURITY (Bank Guarantee) Guarantee No. _____ Executed on _____ (Letter by the Guarantor to the Employer) Name of Guarantor (Scheduled Bank in Pakistan) with address: _____ Name of Principal (Contractor) with address: _____

Sum of Security (express in words and figures) _____ Penal and

_____ Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project). NOW THEREFORE, if the

Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled. Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee. (59) We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number. PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person. IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned

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Pakistan Telecommunication Authority
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representative, pursuant to authority of its governing body. _____ Guarantor
(Bank) Witness: 1. _____ 1. Signature _____
_____ 2. Name _____ Corporate Secretary (Seal) 3.
Title _____ 2. _____
_____ (Name, Title & Address) Corporate Guarantor (Seal)



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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 _____ 200 ____.

BY AND BETWEEN

_____ (hereinafter called the “Employer”) of the one part and **Pakistan Telecommunication Authority**, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Head Quarter at F-5/1, Islamabad through (hereinafter called as the “**Procuring Agency**” which expression shall where the context admits, include successors-in-interest as assigns) of the One Part.

AND

M/s _____, a company incorporated under the laws of Pakistan having its registered office at Office # _____ through its authorized representative Mr. _____ (hereinafter all the “**Supplier**” which expression shall where the context as allows include his/its successors in interest, execution, administration, heirs and permitted assigns) of the Other part.

If, when and where applicable the Party of the One Part and Party of other part shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**” as the context of this Agreement requires.

WHEREAS, the Employer requires maintenance and repair services to ensure the continued operational efficiency, safety, and functionality of the Office and its associated facilities, including but not limited to structural, electrical, plumbing etc;

WHEREAS, the Contractor is a company specializing in the provision of maintenance and repair services, and has the necessary expertise, experience, and resources to perform such services to the standard required by the Employer;

WHEREAS, the Employer wishes to engage the Contractor to provide maintenance and repair services for the Office under the terms and conditions set forth in this Agreement;

NOW 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;


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Director (Civil Works)
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- (e) *Special stipulations*
- (f) The Specifications; and
- (g) The Drawings if any

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 execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. 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.
5. The Supplier shall maintain all necessary licenses, permits, and certifications required to perform the obligations under this Contract and shall provide evidence of such, upon request by the Procuring Agency.



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Headquarters F-5/1, Islamabad

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)



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



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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

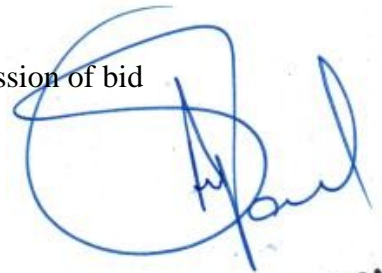


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DRAWINGS

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 Saheed', written over a circular stamp.

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

BIDDER/CONTRACTOR

PAKISTAN TELECOMMUNICATION AUTHORITY



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

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PAKISTAN TELECOM



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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.

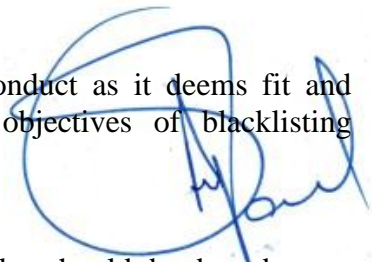

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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

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



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Director (C&E Works)
Pakistan Telecommunication Authority
Headquarters, 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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- 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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