



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

INVITATION TO BID

Tender No. 6/11/2020

FOR PROVISION & INSTALLATION OF TENSILE FABRIC SHED AT PTA HQS, ISLAMABAD

Pakistan Telecommunication Authority, Government organization invites sealed bids from Civil Engineering Contractors, registered with Income Tax/ Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2020 and on ATL of FBR for Bid for Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of undersigned. Price of the bidding documents is **Rs. 500/-** (non-refundable cash /pay order in favour of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **2nd November, 2020 at 11:00 am**. Technical bids will be opened the same day at **11:30 am**. This advertisement is also available on PPRA website at www.ppra.org.pk

Engr. Asif Saeed

Director (Civil Works)

PTA Headquarters, F-5/1, Islamabad.

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SAFELY TO CORRUPTION

**“Bid for Provision & Installation of Tensile Fabric Shed at PTA
HQs, Islamabad”**

TENDER DOCUMENTS

1. **General instructions/ Special stipulations**
2. **Bid Performa/BoQ/ Financial Bid**
3. **Draft agreement**

PAKISTAN TELECOMUNICATION AUTHORITY

PTA HQs, F-5/1, Islamabad.

Ph.: 051-9225352

Fax: 051-2878149

<http://www.pta.gov.pk>

General Instructions

1. PTA intends to hire the services of a well reputed civil contractor having valid registration of Civil contractor from PEC for year 2020 in C6 category for **Bid for Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** The services will be hired according to **PPRA Single stage – two envelop procedure.**
2. Salient's of single stage – two envelop procedure are enumerated below:-
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - d. The envelope marked as "FINANCIAL, PROPOSAL" shall be retained in the custody of PTA without being opened;
 - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those bidders will be opened and evaluated who will meet all the mandatory requirements.
 - h. The financial proposals of short listed bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders; and
 - j. The financial bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the bidders qualified in the technical evaluation will become at par and the bidder who has quoted the lowest financial bid will be awarded contract.
3. Bidders will be required to submit bid security @ 2% of bid price in the shape of pay order or demand draft in favour of PTA along with financial bid. A certificate without mentioning

the cost in this regard is to be provided with Technical proposal that 2 % bid security has been enclosed with Financial Proposal. Bid security of successful bidder will be retained as part of retention Money. Bid security of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.

4. Affidavit that the bidder has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Bidder will also be provided by the bidder.
5. Tax will be deducted at source as per GOP rules.
6. Bidder should be registered with income tax department and in Active Tax Payer List of FBR. Bidder shall also provide copy of NTN and GST certificate.
7. Safety of its employees from injury will be responsibility of the contractor.
8. The successful bidder will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
9. The contractor will commence work as per agreement between both parties.
10. Each page of the documents should have sign and stamp of the bidder.
11. In case of any dispute or conflict between Contractor and PTA, the case will be referred to Purchase Committee- 1 (PC-1) whose decision will be final. However, the contractor will have the right to appeal to Chairman PTA.
12. Incomplete tender/bids will be rejected forthwith.
13. PTA reserves the right to accept or reject the tender as per PPRA rules.
14. Interested Bidders may forward their proposals as per above instructions, Technical Proposal/Mandatory requirements along with filled Performa (**Annex – A**) and Financial Bid Performa (**Annex-B**) to the undersigned.

(Engr. Asif Saeed)

Director (CW)

051-9225357, 9225352

<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	The pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemised basis.	
2	Tender will be evaluated on the lump sum basis as a whole price of the project i.e.; lowest qualified bid shall be accepted and awarded the contract.	
3	Bidders should quote in figures as well as in words.	
4	No claim on Escalation during the currency of Contract will be entertained.	
5	Arbitration	In case of any dispute or conflict between Contractor and Employer, the case will be referred to PC-I, PTA.
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 access 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	2% of total quoted rate of bid amount.
9	Form of Bid security	Either a pay order or bank draft from scheduled bank in favour of PTA.
10	Bid security	Bid security of successful Bidder will be retained as part of retention Money. Bid security of un-successful Bidder will be returned on issuing of Work Order to successful bidder.
11	Retention Money	Retention Money is limited to 6% of the contract value and will be retained from each running bill @ 4 %. Final adjustment will be made at the time of release of Final Bill.
12	Release of Retention Money	Retention Money will be released after expiry of defect liability period i.e. 6 month(s) of completion of work subject to no complaint from Director (CWs).
13	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fails to do so, PTA will get the job/work done from open market and the amount will be deducted from the retention money.
14	Time of commencement of work	Within 7 days of the issuance of work order
15	Time of completion of work	30 days from the commencement of work less rainy days.

16	Relaxation of rainy days	Rainy days will not be considered in the working days for completion of work. For claiming the relaxation of rainy day, contractor will submit the written application to Director (Civil Works) soon after the stoppage of each rain event that such amount of time or days have been wasted due to rain duly supported by meteorological data.
17	Imposition of Penalty for non-completion of the work within stipulated time	0.2% per day of the contract price till completion of the work.
18	Cancellation of Work Order	If the work by contractor isn't not started within 07 days, penalty of 1 % per week will be imposed maximum up to 2 weeks. After expiry of two weeks of delay the work order shall stand cancelled and bid security shall be forfeited in favour of PTA. In such case, the contract shall be awarded to 2 nd lowest bidder.
19	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
20	Interim Payment certificate /RAR/Running bills	Full and Final payment shall be made after successful completion of works.
21	Incomplete tender/bids will be rejected forthwith.	
22	The contractor will work under the technical guidance of Director(Civil Works)	
23	All material/equipment will be checked and approved by the Director(Civil Works) before commissioning of work	
24	Income Tax/GST or other applicable taxes will be deducted as per GOP rules.	
25	Provision of NTN/GST along with technical bid is mandatory.	
26	Bill should clearly indicate the NTN/GST No.	
27	An agreement will be done between the client and contractor on judicial paper of worth Rs. 100/-	
28	Full Payment will be made after verification of work on submission of bill(s) duly accompanied with Measurement Sheets and after getting approval from the Competent Authority.	
29	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.	
30	Bid Should be valid for 90 days from the last date of technical bid opening.	
31	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
32	Each page of bid/document should be signed and stamped by the bidder.	
33	The contractor rate shall include all incidental charges in connection with work.	
34	The contractor will install a lift for shifting of raw material to top floor and also for the removal of demolished works. No access from within the building shall be provided for	

	the work.
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Mandatory Criteria

Bidders must meet all of the following mandatory requirements and proved supporting documentary evidence to qualify for financial bids evaluation. Bidders falling to provide any of the following or non-provision of documentary evidence will be disqualified and their financial bid will be returned un-opened.

- i. Bidder should have valid PEC Registration (min) C-6 in Civil Category for year 2020.
- ii. Bidder should be registered with income tax / sales tax department.
- iii. Bidder should be on Active Tax payer of FBR.
- iv. Bidder shall submit bid security equivalent to 2% of total bid price along with financial bid and certificate in this regard is to be enclosed with technical proposal without mentioning cost that 2% bid security has been submitted with the financial bid.
- v. Submission of affidavit on Rs. 100 /- value that the bidder is not blacklisted by any Govt./Semi Govt departments.
- vi. Minimum Experience of one (1) years of works of similar nature.

Note: It is mandatory to provide supporting documentary evidence for above mentioned mandatory requirements.

Technical Evaluation Criteria

<u>Sr. No</u>	<u>Criteria</u>	<u>Max Marks</u>
<u>i</u>	<u>Aesthetic Beauty</u> a. Excellent Design 20 Marks b. V Good Design 15 c. Good 10 d. Satisfactory 05 e. Poor 0	<u>20</u>
<u>ii</u>	<u>Structural Design (Steel) along with Foundation</u> a. Excellent Design 20 Marks b. V Good Design 15 c. Good 10 d. Satisfactory 05 e. Poor 0	<u>20</u>
<u>iii</u>	<u>Tensile Fabric Cloth</u> a. 900 gsm or above 10 Marks	<u>10</u>

	b. 850 gsm or above 8 c. 800 gsm or above 4	
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Note:

- i. It is mandatory to Visit PTA Site i.e. PTA HQs for understanding PTA's requirement before submission of Technical and Financial proposal. Attendance will be marked accordingly.
- ii. Technical proposal shall cover all aspects in details i.e. arch design, structural design, quality of fabric and construction methodology along with specs of items for getting marks in technical evaluation.
- iii. Only those companies will be qualified who will meet the mandatory requirements and secure 70 % passing marks in the technical evaluation.
- iv. Financial bids of the qualified companies will be opened at the date which will be communicated later in the presence of bidders.
- v. The work will be awarded to the lowest quoted amount of the qualified bidder.

Tender for Works

I/ We _____ hereby tender for the execution for the PTA of the work specified in the underwritten memorandum with in the time specified in such memorandum and in accordance in all respects with the specifications, designs, and instructions in writing and with such materials provided for, by and in all others respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) Name of Work
- b) Bid amount Rs.
- c) Bid security Rs.
- d) Retention money (Including bid security) is 6 % of the bid amount and will be adjusted accordingly as per final bill at the time of Final Bill.
- e) Time allowed for completion of work from the date of commencement of work as specified in written order

Should this tender be accepted: I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of the contract hereby so far as applicable, or in default thereof to forfeit and pay the PTA or its successor in office the sums of money mentioned in the said conditions.

A deposit at call drawn at _____ bearing number _____ for the sum of Rs. _____ (in words _____) is herewith forwarded as Bid security, a full value of which is to be absolutely forfeited to PTA or its successors in office should I/We withdraw my/our tender within _____ (_____) days from the date for which period the rates offered by me(us) in this should remain valid or should I/We fail to commence the work specified above in the above memorandum.

Contractor's Signature and Stamp
(along with date)

Witness

(Name in full Letters).....

CNIC no.

Address.....

Annex- B/2

<u>Bid for Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad</u>		
General Abstract of Cost		
<u>Sr. n</u>	<u>Description</u>	<u>Amount</u>
1	Total Quoted Amount	
2	Amount In words:	
3	Bid security @ 2 % of the quoted amount	
Note		
b	L/Pur sand will be used in all cement consuming items	
Sign and Stamp of the Bidder		

**BILL OF QUANTITY (CIVIL WORKS)****Detailed BOQ of Fabrication of Tensile Structure Shed on Main Entrance Gate at PTA HQ building, F-5/1, Islamabad.**

BOQ Item #	Description	Unit	Quantity	Rate	Amount
1	Providing and Fixing of Tensile Fabric Shed for Two pedestrian ways each of 08 Feet height and one vehicle entrance with 16 feet high. It shall be fabricated with steel structure covered by PCC Sheet 750 GSM (minimum) (double sided) or above including 14 Gauge Steel material vertical structure of pipes of 6" dia 9 feet apart, 4" dia pipe for supporting roof structure outer frame and having grid of 5'x 9' of 2" dia pipe as per design, PPC sheet PPC fitting channels , Hardware securing nuts, bolts with complete painting RCC Foundation, Excavation, Base coat of red oxide, Enamel Paint of make ICI or equivalent etc. Complete in all respect as per design or satisfaction of the engineering in charge.(Rates shall be including of all Govt. Taxes)	Sft	2500		
	TOTAL AMOUNT RS.				

Amount in Words

Note:

- i. Final Payment will be made by measuring actual quantities on itemised basis.
- ii. It is mandatory to visit the site before submission of bids
- iii. All incidental charges are to be included which requires completion of job but not mentioned in the bid perform are to be included in the bid price.
- iv. All applicable taxes will be deducted at source as per GoP Rules.

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply and Service Agreement (the "Agreement") for **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** is made on this day _____ 2020;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through
Mr. bearing CNIC
..... having place of business
at hereinafter
referred to as **"the Contractor"**, which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, 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

- A. Client is desirous of procuring the services of the Contractor for **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad**. The Contractor _____ (*details of incorporation*) represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite works as per BoQ to the Client in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
- B. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad;**

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to do **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** as per requirements mentioned in the bidding documents and BoQ prescribed under **this agreement**;

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meanings as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Bidding documents
- b) Bill of Quantity (BoQ)
- c) General conditions of Contract/ Special Stipulations.
- d) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- e) Bid security/ retention money /Guarantee
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the work.

2.2 Upon signing of this Agreement the Contractor shall be obligated to do work i.e. **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** as per BoQ within **07 days** and complete it within **30 calendar days**. In case of failure, Client will be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

3. Termination

3.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality of material being provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the Contractor.
- c. If the **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** do not meet the specifications, terms & conditions mentioned in the bidding documents.
- d. In case of such termination, the Contractor shall only be paid for works actually rendered up to the date of termination, and any advance payment in respect Repair

Maintenance of Officer's Cafeteria at PTA HQs not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

3.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

4. Deliverables

4.1 The contractor shall finish the required work in **30 calendar** days as mentioned in the bidding documents.

4.2 The work should be of best quality and as per technical specifications mentioned in the BOQ of the bidding documents.

5. Charges

5.1 In consideration of rendition of the **Provision & Installation of Tensile Fabric Shed at PTA HQs, Islamabad** by Contractor the Client shall pay the Contractor, charges as specified in Annexure-A to the complete satisfaction of the Client.

5.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of Services and Equipment by the Contractor.

5.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

5.4 Full and final payment shall be made after successful completion of works

6. Invoice

6.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A** hereto to be verified by the authorised representative of the Client

6.2 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services and fixing of material at the Client's location.

7. Confidentiality

The Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

8. Indemnification

The Contractor shall indemnify and hold harmless the Client, its Chairman, Directors, Member , Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

9. Resolution of Disputes

9.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and binding on both parties (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

10. Force Majeure Event

Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Notification**”).

Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

11. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

12. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

13. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties

15. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

16. Annexure

Bidding documents pertains to the details of i. general instructions, ii. Special stipulations, iii. Bid Performa and iv. Estimates/BoQ. This **Annexure A & B** along with all tender documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of: Contractor

By : _____

By: _____

Name: _____

Title : _____

Title : _____

Name : _____

Signature : _____

Signature : _____

Pakistan Telecommunication Authority

Date : _____

Date : _____

Witnesses

1. _____

Name _____

CNIC _____

2. _____

Name _____

CNIC _____