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 <p>Government of Pakistan PAKISTAN TELECOMMUNICATION AUTHORITY http:// www.pta.gov.pk</p>
Tender No.1/II/2019
INVITATION TO BID Supply & Installation of Vertical Blinds in PTA HQs Building, Islamabad, F-5/1, Islamabad.
<p>Pakistan Telecommunication Authority, a Government organization invites sealed bids for Supply and Installation of Vertical blinds in PTA HQs Building, F-5/1, Islamabad from firms / companies registered with Income Tax and Sale Tax Departments and on Active Taxpayers List of the Federal Board of Revenue.</p> <p>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 the undersigned. Price of the bidding documents is Rs. 500/- (cash non-refundable). Bidding Documents can also be downloaded from www.pta.gov.pk free of cost.</p> <p>The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before 5th March, 2019 by 11:00 AM. Bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.</p>
<p>Deputy Director (Civil Works) PTA Headquarters, F-5/1, Islamabad. Ph: 051-9225357, 9225352, Fax: 051-2878149 Email: asifsaeed@pta.gov.pk</p>
Say No to Drugs



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS, F-5/1, ISLAMABAD
<http://www.pta.gov.pk>

TENDER DOCUMENT

I / we, M/s _____ is willing to participate in the tender for "**Supply and installation of vertical blinds in PTA HQ Building, F-5/1, Islamabad**". I have read the all the terms and conditions of the tender and understood them. The details of my company with attachments required in para 8 below are as under:

1. Name of Firm: _____
2. Address: _____
3. Contact Person: _____
4. Telephone No: _____
5. Fax No: _____
6. GST Reg. No: _____
7. National Tax Number: _____
8. Attachments
 - a. Copies of NTN & GST certificate.
 - b. Proof of Active Tax payer list of FBR
 - c. Demand Draft/Pay order as earnest money equal to 2% of the quoted price. (refundable)
 - d. Affidavit on stamp paper amounting to Rs. 100/- that firm is not black listed.
 - e. BOQ filled with rates and duly signed and stamped by bidder.
 - f. Terms and Conditions duly signed and stamped by bidder.

Yours Sincerely,

Instructions to Bidders /Terms & Conditions of the tender:

1. Tender Notice issued at the websites of PPRA/PTA is part of this contract document.
2. Tender should be addressed to the Deputy Director (Civil Works), Pakistan Telecommunication Authority, F-5/1, Islamabad.
3. **Submission, Receipt, and Opening of Proposals**
Proposals are invited under **Single stage – Two envelopes** Procedure as per PPRA Procurement Rules 2004. Original Proposals (Technical and Financial) shall be prepared without any interlineations or overwriting. An authorized representative of applicant firm/company will initial all pages of proposal with official stamp affixed on same. Other terms and conditions, as laid down in PPRA Procurement Rules 36(b) are as follows:-
 - a. The bid shall comprise a single package containing two separate envelopes. 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 companies will be opened and evaluated who shall meet all the mandatory requirements and secure 60 %

qualifying marks in technical evaluation criteria mentioned in **Annexure-B.**

- h. The financial proposals of technically qualified companies will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of companies not qualified shall be returned un-opened to the respective bidders; and
 - j. The financial bid shall be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the firms which have qualified in the technical evaluation will become at par and the company who has quoted the lowest financial bid shall be awarded contract/work order.
 - k. If two bidders quoted equal financial bids then the firm having more experience shall be awarded the contract.
4. The bidder should quote each item rate clearly in the financial proposal of the tender document. Over writing will not be accepted.
 5. The contract will be awarded on lump sum basis whereas for billing purpose itemized rates will be considered i.e payment shall be made for actual quantity at quoted rates.
 6. Failing to meet any one of the mandatory requirements shall result into disqualification of the bidder/Incomplete bid will be rejected forthwith.
 7. The rates quoted shall remain valid for 120 days of opening of bids.
 8. Earnest money in the shape of pay order / Bank draft in favor of Pakistan Telecommunication Authority Islamabad, equal to 2% of the bid price should be attached with the tender. (Cheque will not be accepted).
 9. The earnest money of the unsuccessful bidders will be returned within 30 days of issuance of supply order to successful bidder.
 10. The earnest money of the successful bidder will be converted into the retention money. The retention money is limited to 6% of the bid amount and remaining 4 % as per the final amount will be deducted at the time of full & final payment.

11. Final payment will be made after delivery of items and submission of invoice and issuance of NOC from DD(CW)/ Physical inspection Committee of PTA.
12. The retention money will be released after 06 months of successful completion of supply order and subject to NOC from DD(Civil works) that no item is faulty and supply made is as per specifications.
13. The items supplied should be according to quality, quantity, specifications and as per the approval of DD (CWs).
14. Work must be completed within **60 days** after receipt of supply order.
15. In case of delay in supply, a penalty equivalent to Rs.2000/- per day will be imposed maximum up to 10 % of the bid value. Thereafter, the work order shall stand cancelled and earnest money shall be forfeited in favor of PTA.
16. All material will be checked and inspected by DD (Civil Works) and any substandard item found will be rejected forthwith.
17. All items of best quality are required. A sample of each item is to be submitted to DD(CW) for approval before making supply.
18. No transportation / carriage charges will be entertained.
19. No claim on Escalation in the currency of Contract will be entertained.
20. In case of any dispute or conflict between supplier and employer, the case will be referred to PC-1, PTA. The decision of the PC-1 will be final and cannot be challenged in any court of law.
21. Bids without earnest money will be rejected forthwith.
22. NTN & GST certificates are to be attached with financial bid as well as with the invoice.
23. All taxes will be deducted at source as per the GoP Rules.
24. PTA has full right to execute any portion of supply or whole supply or cancel the supply order and full right to increase the quantum of supply or quantities up to 15% of the bid value.
25. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject whole or partially the tender as per PPRA Rules.

26. For any further clarification may contact the undersigned on Tel: 051 – 9225357, 051-9225352.

(Engr. Asif Saeed)
Deputy Director (Civil Works)

Form of AGREEMENT

(to be carried out between successful vendor & client)

This Supply and Service Agreement (the "Agreement") is made at _____, on _____ 2018;

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 "the Client" which expression shall, where the context so includes its successors-in-interest, executors, administrators, permitted assignees) of the One Part and

M/s. _____ through Mr/Ms. _____ bearing CNIC _____ having place of business at _____ (hereinafter referred to as the "Supplier" which expression shall, where the context so includes its successors-in-interest, executors, administrators and permitted assignees) of the Other Part.

(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

1. The Client is desirous to acquire the services of a Contractor for Supply and installation of vertical blinds in its HQ Building, F-5/1, Islamabad
2. The Supplier is a _____ (details of incorporation) being engaged in business of supply and installation of window blinds ("Services") and has agreed to provide these services subject to the conditions as set forth

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

_____.

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Supplier agrees to provide **Services at Client's HQ Building**, as prescribed and attached as **Annexure-A** of this Agreement;

2. Term

2.1 Upon signing of this Agreement the Supplier shall be obligated to provide services to the Client within projected time of sixty (60) calendar days. In case of failure the Client will be entitled to deduct any amount payable to Supplier 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.

- i. Without advance notice, in case the Supplier is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Quality of supplied Equipment and Services thereof With notice of three (03) days to the Supplier:
 - a. If the Services do not meet the specifications, terms & conditions mentioned in description of items attached as Annexure-A.
 - b. If the Supplier, at any time, makes defaults in proceeding with the Services with due negligence and continues to do so even after a notice in writing or commits default in complying with any of the terms and conditions of the Agreement or fails to complete the works/Services on the date(s) of completion.

3.2 In case of such termination, the Supplier shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Supplier to the Client within five (05) days.

3.3 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Supplier 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 Supplier.

3.4 The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Bill of Quantity (BoQ)
- b) Terms and conditions.
- c) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Supplier at the signing of the Contract.
- d) Earnest money/ Tender Guarantee

- e) Notice of award by the Client
- f) Clients order to commence the work.
- g) Limit of Retention Money.
- h) Annexure-A to this Agreement
- i) Any Correspondence by the Clients/Supplier mutually accepted by the Client and the Supplier.

4. Quality and Maintenance

- 4.1 The Supplier hereby warrants that all items (i.e. blinds) as to its quality and functionality are free from any and all defects, faults and issues as specified in the documents.
- 4.2 Any fault due to material, or structural faults or design flaws or technical defects which may be observed during the period of this Agreement shall be made good on urgent basis (within one (01) day) by the Supplier at its own expense which shall include the cost of replacement/fixing/repairing of parts. All equipment repaired and/or replaced/fixed shall be subject to approval by the Client.
- 4.3 If the Supplier fails to repairs/fix/replace pointed faults up to the satisfaction of the Client within the aforementioned period of one (01) day, deduction against the retained money as specified in documents i.e. Rs. 2000/- (Two thousand) per day shall be made by the Client as a consequence of such failure in repair/maintenance work.

5. Charges

- 5.1 In consideration of provision of the Supply and Service the Client shall pay the Supplier, charges as specified in **Annexure- A** subject to physical inspection and to the complete satisfaction of the Client.
- 5.2 All amounts paid to the Supplier as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Supplier to be adequate and sufficient consideration for the rendition of supply and services by the Supplier.
- 5.3 All payments to be made by the Client to the Supplier shall be subject to such deductions and withholding(s) as are required by prevailing laws which shall be to the account of the Supplier.

6. Invoice

- 6.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure-A** hereto.
- 6.2 The Supplier shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to transportation/

carriage of equipment and workers who shall be deputed for the Services at the Client's Building.

- 6.3 The Supplier undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of supply and Services.
- 6.4 The Supplier shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Supplier, his staff/workers to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by the Client at its sole discretion.

7. Resolution of Dispute

- 7.1 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) **Director Administration** 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 Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably shall be final and binding upon both parties.

8. Confidentiality

- 8.1 The Supplier, 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 all documents and other information supplied to the Supplier 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.

9. Indemnification

- 9.1 The Supplier shall indemnify and hold harmless the Client, its Chairman, Directors, Member Offices, 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 Supplier 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.

10. Force Majeure Event

10.1 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.

10.2 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.

10.3 The Party initially affected by a Force Majeure shall promptly but not later than five (05) days following the Force Majeure event notify the other 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.

10.4 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. Amendments and Variations

11.1 All addition(s), amendment(s), variation(s) or modification to this Agreement shall be binding only if in writing agreed and signed by the Parties or their duly authorized representatives.

12. Governing Law

12.1 The provisions of this Agreement shall be governed by and construed in accordance with the prevailing laws of the Islamic Republic of Pakistan.

14. Severability

14.1 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.

15. Assignment

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

IN WITNESS WHEREOF, the Parties hereto set their hands to execute this Agreement the day, month and the year first above written.

Signed for and on behalf of:

For and behalf of Supplier

(M/s.-----)

For and behalf of Client : PTA

Signature_____

Signature_____

Name_____

Name_____

NIC. NO. _____

CNIC. No. _____

Witness 1

Witness 1

Name_____

Name_____

Signature_____

Signature_____

NIC No. _____

CNIC No. _____

Tender for Works/supply

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 at the %age _____ above or below for scheduled items and %age _____ above/below for non-scheduled items specified therein, 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) NIT amount Rs.
- c) Earnest Money Rs.
- d) Retention money (Including earnest money) is 6 % of the tendered 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 Earnest Money, a full value of which is to be absolutely forfeited to PTA or its successors in office should I/We withdraw my/our tender with in ____ (____) days from the date for which period the %age 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.....

Name of Work	Supply and installation of vertical blinds in PTA HQ Building, F-5/1, Islamabad	
<u>General Abstract of Cost</u>		
<u>1</u>	<u>Estimates based on MES Schedule rates 2014</u>	<i>Rs. 886,120</i>
<u>2</u>	<u>Quoted Percentage</u> above/below	
<u>3</u>	<u>Estimates of Non Schedule Items</u>	<i>Nil</i>
<u>4</u>	<u>Quoted Percentage</u> above/below	<i>Nil</i>
	<u>Earnest Money (2% of the bid amount)</u>	Rs. _____
<u>5</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.	
<u>Sign and Stamp of the Bidder</u>		

**Supply and installation of vertical blinds in PTA HQ Building, F-5/1,
Islamabad (MES Schedule Rate 2014)**

Scheduled Items

Sr.no	Refer item	Description of items	Qty	Unit	Rate	Estimated Amount
Civil work				-		

1	7-223	Supply and fix, Venetian blind (Vertical) having fabric strip, up to 90mm width, of desired shades, best quality, complete with all accessories.	1000	Sqm	886.12	886,120/-
Total						886,120/-

Technical Evaluation Criteria & Mandatory requirements

Annexure-B

Part A) Mandatory Requirement *				
1	Firm has to produce Sales Tax and Income Tax Registration.			
2	Proof of Active Tax payer list of FBR			
3	Certificate that 2% Earnest Money is enclosed.			
4	Minimum three years of experience of firm/company. Documentary proof is to be attached.			
5	Affidavit on stamp paper amounting to Rs. 100/- that firm is not black listed.			
6	BOQ filled with rates and duly signed and stamped by bidder.			
Part B) Technical Evaluation *				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Office in Rawalpindi / Islamabad	5		Firm having its office in Rawalpindi/Islamabad will get 5 marks.
2	Financial Health	25		Provide bank statements of last three years. Marks will be awarded on the following criteria. i. Annual transactions debit & (credit) of more than 2 million per year(25Marks) ii. Annual transactions debit & (credit) of more than 1 million per year (15 Marks) iii. Annual transactions debit & (credit) of more than 0.5 million per year (5 Marks) iv. Annual transactions debit & (credit) less than 0.5 Million per year (0 Marks)
3	General Experience of firm	10		Firms having experience of 3 years will be awarded 5 marks. 1 mark/year shall be awarded for each additional year up to 5 years maximum of 10 marks.
4	Specific Experience of firm for providing & Installation of blinds	20		Only jobs of similar nature having worth 0.5 million or more shall be considered and for each job 2.5 marks will be awarded up to max. of 20 Marks. Documentary evidence like work/supply order/completion certificate/pictures etc. is to be provided.
5	Active Tax Payer	10		If the firm is active tax filer than for each year 3.33 marks will be awarded max. Up to 10 marks. Documentary evidence is to be attached.
Sub Total		70		
<p>i. Minimum technical qualifying marks are 60% in above table whereas specifications of material as per Annex "A" shall be compulsory.</p> <p>ii. Provide documentary evidence for claiming the numbers in evaluation.</p> <p>iii. All supporting attested Documents to be attached for part A and B of this Annexure.</p>				

