



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
<http://www.pta.gov.pk>

No.10/II/2019

PROPOSALS FOR PREQUALIFICATION

**Establishing office setup in 3rd floor of
PTCL building, F-5/1, Islamabad.**

Pakistan Telecommunication Authority, a Government organization invites applications from the Civil Contractors who are registered with PEC in Category C-6 for Construction and Operation of Engineering Works and registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for prequalification of Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad.

Prequalification documents, containing detailed terms and conditions are available at the office of the undersigned. Price of the prequalification documents is Rs. 500/-. The same can be obtained on cash as well as payorder in the name of Pakistan Telecommunication Authority (PTA). Prequalification documents can also be downloaded from PTA website i.e. www.pta.gov.pk free of cost.

The proposals, prepared in accordance with the instructions provided in the prequalification documents, must reach the office of undersigned on or before **12th September, 2019** by **1100 hours**. Proposals will be opened the same day at **1130 hours** on the same day. This advertisement is also available on PPRA website at www.ppra.org.pk.

**Engr. Asif Saeed,
Deputy Director (Civil Works),
PTA Headquarters, F-5/1, Islamabad.
Phone : 051-9225357, 9225352, Fax: 051-2878149
Email: asifsaeed@pta.gov.pk**

Say No to Drugs

14x2 Col.



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

Prequalification Documents
for
Hiring of Civil Contrcators
for
Establishing office setup in 3rd floor of PTCL building,
F-5/1, Islamabad.

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1.0 INTRODUCTION

1.1 Advantages of Prequalification

Pre-qualification is an assessment made by the Employer, of the appropriate level of experience and capacity of firms expressing interest in undertaking a particular contract, before inviting them to bid.

Pre-qualification of constructors is very useful for the Employer (also to the constructors) to carry out selection of firms for award of contracts. The basic aim of the pre-qualification is intended to eliminate, early in procurement proceedings, Constructors that are not suitably qualified to perform the Contract. Also some times Constructors are reluctant to participate in procurement proceedings for high value Contracts, if the competitive field is too large and where they run the risk of having to compete with unrealistic tenders submitted by unqualified or disreputable Constructors. Furthermore, the Prequalification is the basic tool to:

- (i) Encourage realistic bids by the Bidders because they know that they are competing against qualified bidders who have cleared the minimum competence criteria;
- (ii) Assess the interest of the prospective bidders in the bidding process;
- (iii) Make any adjustments/modifications in the bidding documents if a pointer is available from the lack of interest by the prospective bidders applying for pre-qualification;
- (iv) Reduce the effort and so the time in evaluation of bids from un-qualified bidders;
- (v) Help the bidders to evaluate and take stock of their capability and consequently to form joint ventures with other firms;
- (vi) Reduce the problems associated with low priced bids from bidders of doubtful capability and;
- (vii) Help the bidders who are insufficiently qualified to avoid the expense of bidding.

1.2 Recapitulation

To recapitulate the afore-given, the pre-qualification specifically means selection of competent bidders prior to issuance of the invitations to bid. It is required for large or complex works, in certain cases for custom designed equipment and specialized services. Pre-qualification is also helpful for providing a chance for selection of smaller constructors under “Slice and Package” system of tendering. Pre-qualification is also useful in saving the employers from numerous un-necessary problems.

2.0 INVITATION FOR PRE-QUALIFICATION

Date: _____ (Notice issue date)

Contract No.(s) _____

1. The Pakistan Telecommunication Authority has been entrusted by the Government of Pakistan a Autonomous body and has its own funds to finance the cost of “Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad” to eligible payments under the contract(s) for which this Invitation for Pre-qualification is issued.
2. The Pakistan Telecommunication Authority hereinafter the Employer intends to prequalify constructors for the following Works under this project:

Name of work : Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad.

Brief Description of the Work:

PTA HQs has recently hired 3rd floor of the PTCL building F-5/1, Islamabad to accommodate the its staff. A consultant in this regard has been hired which is designing the office setup and its requirments. The area which is to be furnished is approximately 9,000 sq.ft. The major components of the required work will be civil renovation works, electrifications, plumbing work, AC installation, furniture and furnishings, installation and configuration of IT setup, standby by arrangements of generator and UPS, fire detection system, record rooms but not limited to these.

3. It is expected that Invitation to Bid will be issued by August/September 2019.
4. Pre-qualification is open to constructors/joint ventures of constructors who are registered with PEC in Category C-6 for Construction and Operation of Engineering Works, described in para 2 mentioned hereinabove. Applications may be submitted for pre-qualification for the above Works.
5. Appropriate category PEC registered constructors may obtain the prequalification documents from the office of the Employer i.e. Deputy Director (Civil Works), PTA HQs, F-5/1, Islamabad. Ph: 051-9225352 or may request to send the same through mail at the same specified address. These PQ documents are also available on PTA (www.pta.gov.pk) /PPRA (www.ppra.org.pk) websites from the same can be downloaded free of cost.
 - a. The request must clearly state “Request for Pre-qualification Documents” for “Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad”. The documents are available for a non refundable fee of Rs. 1,000/- The documents if requested by mail will be promptly dispatched by registered mail for which cost of mail i.e. Rs. 400/- will be borne by the Applicant, however, under no circumstances the Employer will be responsible for late delivery or loss of the documents so mailed.
 - b. The constructors have to meet the following minimum /mandatory requirments to be considered for the pre-qualification/evaluation.
 - i. Certificate of registration as contractor with PEC in Category C-6 for year 2019.
 - ii. Copy of Registration with Income Tax Authorities/ FBR with NTN certificate

Pre-Qualification of Constructors for PTA work

- and income tax returns for the last 3 years as proof of active tax payer.
- iii. An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
- iv. Banker's certificate of good conduct.
- v. Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm).
- vi. Proof of association of firms/JV on judicial paper, if any.
- vii. Minimum experience of 05 years of similar nature work

Note : Please provide attested documents and original Affidavit for above mentioned items.

8. Applications for Pre-qualification must be delivered in sealed envelopes by hand or through registered mail, to:-
Deputy Director (Civil Works), PTA HQs, F-5/1, Islamabad. Ph: 051-9225352
not later than: **12th September, 2019 by 1100 hours.**

and be clearly marked "Application for Pre-qualification for:

"Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad"

9. The Pakistan Telecommunication Authority reserves the right to accept or reject late applications as per PPRA Rules & Regulations.
10. Applicants will be informed, in due course, of the result of the evaluation of applications. Only the firms of constructors and joint ventures prequalified under this process will be invited to bid.

3.0 INSTRUCTIONS TO APPLICANTS

3.1 Submission of Applications

- 3.1.1 Applications for pre-qualification in original must be received in sealed envelopes to be delivered by hand or through registered mail to:-

Deputy Director (Civil Works), PTA HQs, F-5/1, Islamabad.

not later than

and be clearly marked “Application for Pre-qualification for “Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad”.

The Employer reserves the right to accept or reject the late applications.

- 3.1.2 The name and mailing address of the Applicant shall be clearly marked left hand on the envelope.
- 3.1.3 The applications shall be prepared in the English language. Information in any other language shall be accomplished by its translation in English. Employer reserves the rights for Pre-qualification incase of non-compliance of the above requirement.
- 3.1.4 The Applicants must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information may result in dis-qualification of the Applicant.
- 3.1.5 The clarification meeting will not be held.

3.2 Qualification Criteria

3.2.1 General

Pre-qualification will be based on the criteria given in succeeding paras 3.2.2 to 3.2.6 regarding the Applicant's Financial Soundness, Experience Record, Personnel Capabilities and Equipment Capabilities as demonstrated by the Applicant's responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture. Following criteria shall be adopted for the pr- qualification.

Sr. No.	Category	Weightage/Marks
1.	Experience	50
2.	Personnel Capabilities	20
3.	Financial Soundness	25
4.	Others	5
	Total:	100

Note: Prequalification status shall be decided on the basis of Pass/Fail basis. The applicant must secure at least 50% score from sr. no 1-3 of the above table and total of 70 % to be declared as pre-qualified for the said job.

3.2.2 Experience

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr.No.	Description	Maximum Points
i)	Projects of similar nature and complexity completed over last 10 years.	30
ii)	Projects of similar nature and complexity in hand.	10
iii)	General Experience of Works.	10
	Sub-total:	50

3.2.3 Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr.No.	Description	Maximum Points
i)	Graduate Engineers Registered with PEC a) Number of Engineers b) Experience of Engineers in number of years	10 5
ii)	Number of Diploma Engineers in Employment of the Firm a) Number of Engineers b) Experience of Engineers in number of Years.	3 2
	Sub-total:	20

3.2.4 Equipment Capabilities

Not Required

3.2.5 Financial Position

Credit Marks shall be awarded on the basis of the following criteria:

Sr.No.	Description	Maximum Marks
i)	Available Bank Credit Line	5
ii)	Audited financial Statements of last three years	10
iii)	Tax returns of last three years	10
	Sub-total:	25

3.2.6 Other

Sr.No.	Description	Maximum Marks
i)	Office in Rawalpindi/Islamabad	5
	Sub-total:	5

3.2.7 Evaluation Criteria Guideline

Evaluation will be carried out as per following guidelines

A) Experience

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Projects of similar nature and complexity completed over last 10 years. (Each of min. 5000 sq.ft. and having min worth of Rs. 10 Million) No Marks are awarded for works less than specified limits. Attach work orders/ agreements/ completion certificates issued by the client.	30	3 points for each work maximum upto 30 points.
b)	Projects of similar nature and complexity in hand. (Each of min. 5000 sq.ft. and having min worth of Rs. 10 Million) No Marks are awarded for works less than specified limits. Attach work orders/ agreements/ certificates issued by the client.	10	2 points for each work max upto 10 points
c)	General Experience of works For works which are not similar in nature but of other nature which have been done by the contractor during last 5 years.	10	2 marks for each work max up to 10 Points.
Total Marks Allocated			50

B) Personnel Capabilities

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	Graduate Engineers Registered with PEC in employment of the firm a) Number of Engineers b) Experience of Engineers in number of years	15	<u>Strength of Engineers (10 Marks)</u> 2 marks per engineer (Professional) max upto 10 points <u>Experience (5 Marks) :</u> 1 Mark will be given if the individual experience of B.Sc Engineers (professional) is equal to 5 years or above max upto 5 points.
ii)	Number of Associate Engineers (DAEs) in Employment of the Firm a) Number of Engineers b) Experience of Engineers in number of Years.	5	<u>Strength of Associate Engineers (3 Marks)</u> 0.5 Mark per DAE max upto 3 points. <u>Experience (2-Marks) :</u> 0.5 mark will be given if the individual experience of the DAE is equal to 5 years or above max upto 2 points. .
Total Marks Allocated			20

C) Financial Soundness

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	5	5 points If credit limit is more that 20 Million. 4 points If credit limit is more that 10 Million and less than 20 Million 4 points. 3 points If credit limit is more that 5 Million and less than 10 Million 3 points. No points if Credit limit is Nil or less than 5 Million
b)	Audited financial Statements of last three years	10	3.33 Points for each audited financial statement of last 3 years.
c)	Tax returns of last three years	10	3.33 Points for each tax return statement of last 3 years.

Total Marks Allocated	25
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D) Others

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Office in Rawalpindi/ Islamabad	5	Yes 5 points, No 0 points
Total Marks Allocated			5

3.3 Joint Venture (JV)

3.3.1 Joint Venture must comply with the following requirements:-

- a) Following are minimum qualification requirements:-
 - i) The lead partner shall meet not less than 60 % percent of all qualifying criteria given in paras 3.2 and 3.5 heretofore.
 - ii) Each of the partners shall meet not less than 25% percent of all the qualifying criteria given in paras 3.2 and 3.5 heretofore.
 - iii) The joint venture must collectively satisfy the criteria of paras 3.2, 3.3 and 3.4, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity. Individual members must satisfy each of the requirements of paras 3.5 and 3.6 heretofore.
- b) Any change in a prequalified JV after prequalification, shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval may be denied if:-
 - i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
 - ii) The new partners to a JV are not qualified individually or as another JV; or
 - iii) In the opinion of the Employer, a substantial reduction in competition would result.
- c) Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and several liability with respect

to the contract.

- 3.3.2 The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then his prequalification shall be subject to the written approval of the Employer.

3.4 Conflict of Interest

- 3.4.1 The Applicant (including all members of a JV) must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Applicant. An undertaking in this regard is also to be provided.

3.5 Updating Prequalification Information

- 3.5.1 Bidders shall be required to update the financial, personnel and equipment information used for prequalification at the time of submitting their bids, to confirm their continued compliance with the qualification criteria and verification of the information provided at the time of prequalification. A bid shall be rejected if the Applicant's qualification thresholds are no longer met at the time of bidding.

3.6 Other Factors

- 3.6.1 Only firms and JVs that have been prequalified under this procedure shall be invited to bid. A qualified firm or a member of a qualified JV may participate only in one bid for the contract. If a firm submits more than one bid, singly or as a JV, all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one bidder.
- 3.6.2 The Employer reserves the right to:-
- a) Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid among those prequalified bidders who meet the requirements of the contract(s) as amended. However the Employer has to review the disqualified bids who originally do not meet the specified criteria for Pre-qualification.
 - b) Reject or accept any application; and
 - c) Cancel the prequalification process and reject all applications.

The Employer shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for rejection, however, may be debriefed if solicited.

- 3.6.3 Applicants will be informed in writing by fax or mail of the result of their applications and may be debriefed if solicited.

4.0 EVALUATION CRITERIA

Applicants meeting the mandatory requirements mentioned at Sr. 5(2) under main heading 2 above besides other factors mentioned at Sr. 3.2 shall be considered for pre-qualification. No compromise shall be made on minimum requirements of 50% score in each category mentioned at Sr. 3.2.1. The firm shall be declared prequalified if scored 70% or more and shall be invited to participate in the financial bidding process.

Annex-A

Letter of Application

[Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal address, telephone no., fax no., telex no., cable and e-mail address]

Date:.....

To:

.....
[name and address of the Employer]

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter “the Applicant”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified as a bidder for the following contract(s) under the*[name of the Project to be listed by the User/Employer]* project:

Contract No.	Description of Contract
1.	

2. Attached to this letter are copies of original documents defining¹:
 - (a) the Applicant's legal status;
 - (b) the principal place of business; and
 - (c) the place of incorporation (for applicants who are corporations); or
the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your Agency and its authorized representatives may contact the following persons for further information², if needed.

General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

¹

For applications by joint ventures, all the information requested in the prequalification documents is to be provided for the joint venture, if it already exists, and for each party to the joint venture separately. The lead partner should be clearly identified. Each partner in the joint venture shall sign the letter.

²

Application by joint ventures should provide information on a separate sheet information for each party to the application.

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- (a) bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - (b) your Agency reserves the right to:
 - (i) amend the scope and value of any contract under this project; in such event bids will only be called from prequalified bidders who meet the revised requirements; and
 - (ii) reject or accept any application, cancel the prequalification process, and reject applications; and
 - (c) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) hereabove.
 - (d) your Agency shall not be liable for consequence of, and shall be under no obligation to inform the applicant of the grounds for, actions taken under para 5(b) hereabove.

Applicants who are not joint ventures should delete para 6&7 and initial the deletions.

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract .
7. We confirm that in the event that we bid, that bid as well as any resulting contract will be.
- (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a Joint Venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
8. The undersigned declare that the statements made and the information provided in the duly

Pre-Qualification of Constructors for PTA work

completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Applicant or lead partner of a joint venture)	For and on behalf of (name and signature of other partners of the joint venture)

Application Form A-1

Page ___ of ___ Pages

General Information

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/Joint Venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex
5.	Place of Incorporation/Registration	Year of incorporation/registration

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		

Application Form A-2

Page ___ of ___ Pages

Details of Contracts of Similar Nature and Complexity

All individual firms and all partners of a joint venture are requested to complete the information in this form.

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract. Attach Work orders/ Agreements/ Completion certificates etc

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____ Years _____ Months
11.	Specified Requirements ¹

Application Form A-3

Page ___ of ___ Pages

1

Insert any specific criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete etc.

Summary Sheet: Current Contract Commitments/Works in Progress

<i>Name of Applicant or partner of a joint venture</i>
--

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued. Attach Work orders/ Agreements etc.

Name of Contract	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		

Application Form A-4

Page ___ of ___ Pages

Personnel Capabilities

Name of Applicant

For specific positions essential to contract implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-5).

1.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
2.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
3.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
4.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate

Application Form A-5

Page ___ of ___ Pages

Candidate Summary

Name of Applicant

Position		Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	

Application Form A-6

Page ___ of ___ Pages

Financial Capability

<i>Name of Applicant or Partner of a Joint Venture</i>

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Attach audited financial statements for the last three years (for individual applicant or each partner of joint venture), income tax returns of three years and proof of credit.

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

Application Form A-7

Page ___ of ___ Pages

Litigation History

Name of Applicant or Partner of a Joint Venture

Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of joint venture.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs. or equivalent)

Annexure –B

Draft Agreement

Draft Agreement:

AGREEMENT

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

THIS Supply and Service Agreement (the "Agreement") for **Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad** is made on this day _____ 2019;

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 **"Establishing office setup in 3rd floor of PTCL building, F-5/1, Islamabad"**. (Hereinafter referred to as **"Services"**).
- B. The Contractor is a _____ (details of incorporation) which 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 Tender Documents/ technical Specification/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.

- C. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the **Services** ; at the quoted price of Rs. _____.

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 Contractor hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Contractor agrees to provide **Services at PTA HQs, Islamabad** as per requirements prescribed under **Bidding Documents to this agreement**;

2. Agreement Documents

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

- a) Pre-qualification documents
- b) Invitation to bid
- c) Bidding documents
- d) Bill of Quantity (BoQ)
- e) General conditions of Contract/ Special Stipulations.
- f) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- g) Earnest money/ Tender Guarantee
- h) Form of Agreement/ Contract Agreement
- i) Clients order to commence the work.
- j) Limit of Retention Money.
- k) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.

3. Term

Upon signing of this Agreement the Contractor shall be obligated to start work on specified location by Client within **07 days** and complete it within projected time **60 calendar days**. In case of failure the Client will be entitled to deduct any amount payable to the Contractor and assign the work to any other Contractor at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained the 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 Equipment's being provided by Contractor;
- b. Without cause and advance notice, by giving three (03) days advance written notice to the Contractor.
- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.

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 of Services, Islamabad not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

4.2 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.

5. Deliverables

5.1 The work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.

5.2 The completed work as per the design shall be endorsed/recommended by the consultant for the consideration of client.

6 Payment

6.1 In consideration of rendition of the Services by Contractor, the Client shall pay the Contractor, as per BoQ/bid price on the recommendations of consultant and as per the complete satisfaction of the Client.

6.2 Full and final payment will be made after successful completion of work and on recommendations of consultant, PC-1 of PTA and DD(Civil works).

6.3 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 Client to be adequate and sufficient consideration for the rendition of Services by the Contractor.

6.4 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.

7 Invoice

7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in BoQ to consultant who shall recommend it to client for payment.

7.2 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 at the Client's location.

8. Indemnity

7.3 The Contractor in addition 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 Services.

7.4 The Contractor and its staff /employees 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 Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement by the Client at its sole discretion.

8 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.

9 Warranty certificate:

The Contractor shall provide warranty certificate on completion of work that work has been carried out in accordance with the design of consultant and as per required industry standards.

10 Resolution of Disputes

10.1 All disputes arising under this Agreement, whether during the term 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.

11 Force Majeure Event

11.1 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.

11.2 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.

11.3 In case of the force majeure event the Contractor shall provide 7 days' notice of such event and its inability as a result thereof.

12 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.

13 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.

14 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.

15 Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

16 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

- 16.1 [Name ofSupplier] hereby declares that it has not obtained or induced the procurement ofany contract, right, interest, privilege or other obligation or benefit from Government ofPakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
- 16.2 Without limiting the generality ofthe foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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 GoP, except that which has been expressly declared pursuant hereto.
- 16.3 [Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect ofor related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.
- 16.4 [Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option ofGoP. Notwithstanding any rights and remedies exercised by GoP in this regard,
- 16.5 [Name ofSupplier] agrees to indemnify GoP for any loss or damage incurred by it on account ofits corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name ofSupplier] as aforesaid for the purpose ofobtaining or inducing the procurement ofany contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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

For and Behalf of Client. (Authorised Rep)

For and on Behalf ofContractor (Authorised Rep)

By : _____

By: _____

Name: _____

Title : _____

Pre-Qualification of Constructors for PTA work

Title : _____

Signature : _____

Date : _____

Name : _____

Signature : _____

Date : _____

Witnesses

1. _____

Name _____

CNIC _____

2. _____

Name _____

CNIC _____