



**PAKISTAN TELECOMMUNICATION COMPANY LIMITED
GENERAL MANAGER Northern Telecomm Region – I Peshawar**

NTR-I/Mineral-Water/RPC/09-2017/1

REQUEST FOR QUOTATION (RFQ)

FOR

**Provisioning of Mineral Drinking Water through
Dispensers**

**FRAME AGREEMENT AS PER PTCL
REQUIREMENTS/ SPECIFICATIONS**

NTR-I/Mineral-Water/RPC/09-2017/1

TENDER NOTICE

PROVISIONING OF MINERAL/ CLEAN DRINKING WATER THROUGH DISPENSERS

1. Sealed bids, in Pak Rupees on DDP basis, are invited for the “**Provisioning of Mineral Drinking Water through Dispensers in PTCL Buildings of NTR-I Peshawar**”, in accordance with PTCL requirements/specifications. Tender documents can be purchased from undersigned on payment of PKR 1000/- (non-refundable) through Demand Draft/Pay Order in favor Senior Manager F &MA NTR-I, Peshawar, Accompanied by an official request for provisioning of Tender Documents, printed over Company letterhead having entire necessary contact details, duly signed and stamped by the competent authority, clearly mentioning the RFQ No.78 and its Title along with essential details of the enclosed Demand Draft/Pay Order i.e. issuing bank, DD/PO No and date etc.
2. Bids marked as “Provisioning of Clean Drinking Water Through Dispenser”, complete in all aspects and as per procedures laid down in the RFQ shall be submitted to the undersigned by 06.10.2017 before **1200** Hours.
3. **Bids shall be accompanied by a Bank Draft of Rs. 25000/-as bid security (Refundable) in the name S.M. Finance NTR-I, Peshawar.**
4. Vendor registration is mandatory for all the vendors interested to supply /services to PTCL. It is essential to mention the Vendor Registration Code (VR Code) assigned by PTCL on Quotation/Bids submitted by Bidder(s). Unregistered vendors are required to get registered with PTCL for good/continuous business relationship. VR forms may be downloaded from the following link.

<http://www.ptcl.com.pk/Home/PageDetail?ItemId=108&LinkId=156>
5. Bids received after the above deadline shall not be accepted and to returned unopened.
6. PTCL reserves the right to reject any or all bids and to annul the bidding process at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder(s) of the grounds for PTCL Action.
7. All correspondence on the subject may be addressed to the undersigned.

Senior Manager
Revenue & Collection
R#: 011, Telephone House
1 The Mall Peshawar Cantt.

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1. INTRODUCTION/SCOPE OF WORK

PTCL desires to hire the services of authorized/ good reputed companies for “PROCUREMENT/SUPPLY OF MINERAL (pH 6.5 – 8.5) DRINKING WATER THROUGH DISPENSERS FOR PTCL Building of NTR-1, Peshawar” as per Technical Specifications/ PTCL requirements (hereinafter referred to as “the Services”). Successful bidder shall be liable and able to provide all the Services including transportation of the material to the site. All arrangements will be the responsibility of the successful bidder.

The bid is to be completed and submitted to the SM Revenue & Collection in accordance with the instructions to Bidders and relevant rules/regulations.

The Contractor should submit the documented evidence of lab test report and for this Pakistan Standards and Quality Control Authority (PSQCA), PS:4639-2004 (R) Mineral Drinking Water & PS: 1485-1994 (R) for the labelling should be followed. However, the PTCL can send the sample water to any laboratory for testing at any stage of the contract execution. If the contractor failed to deliver the water as per specification, the tender/contract will be terminated and performance security will be forfeited.

The size of plastic bottle should be 19 Liter. The Contractor should provide the 2291 OR more/less than 43 water dispensers and subject 19 liter bottles at the designated offices/points of PTCL. **However, the requirement of bottle and dispensers can be increased or decreased as per Company requirement. The maintenance of the dispensers is the responsibility of vendor.**

The Contractor is required to submit 100,000/- as a performance security in the shape of Bank Draft.

2. GENERAL TERMS & CONDITIONS

2.1 Delivery

Delivery of Water: After the issuance of purchase order by PTCL, the contractor is bound to provide the water as and when required by the Administration Team. The delivery of water at the designated offices/points shall be the responsibility of the Contractor. The framework contract will be **valid for a period of one year** (which will be extended for further one year subject to the satisfactory performance) of from the date of issuance of purchase order for the complete installation of dispensers along with the 19 liter bottles.

The successful bidder will be penalized if he fails to provide filled bottles on time or fail to replace any faulty water dispenser within due period.

2.1.1 For payment purpose, following documents along with delivery documents should be sent to the concerned SM Finance.

i. Signed & Verified Original Invoice(s) by SM (HR BP)

2.1.2 Statement of accounts and all queries regarding payment should be addressed to the concerned SM Finance.

2.2 Applicable Law, Arbitration & Governing Language

The Contract shall be construed and concluded in accordance with the Laws of the Islamic Republic of Pakistan and the courts of Islamabad shall have exclusive jurisdiction to decide any matter arising under the PO/Contract. Parties shall make every possible effort to resolve any dispute regarding PO/Contract, if Parties fails to resolve the dispute within 30 days by formal negotiations than arbitration under the Pakistan Arbitration Act 1940, shall be the method of dispute resolution. Arbitrator shall be appointed with mutual consent”. Who shall act as a sole arbitrator to conduct arbitration proceeding. Arbitration proceeding shall be held at Islamabad. The award of arbitrator shall be binding. The Contract/POs and entire pertinent documents shall be written in English language, which shall govern all of its interpretation. All literature, correspondence and other documents pertaining to the PO that are exchanged by the Parties shall be written in the same language.

2.3 Quality & Warranty

2.3.1 Entire supplies to be made under the Contract/ POs shall be of high quality, free from any defects/faults supporting Lab reports.

2.3.2 The goods/water must be supplied in proper packing to PTCL, strictly observing the cold chain and temperature requirements, irrespective of environmental factors.

2.3.3 Mineral Content:

Mineral Content	mg/L
Magnesium	4 – 15
Sodium	7 – 30
Sulphate	12 – 50
Calcium	40 – 70
Potassium	0.02 – 5
Chloride	77 – 150
Total Minerals	160 – 350
pH	6.5 – 8.5

2.4 Rejected Goods

Damaged/wrongly supplied and/or poor quality goods shall be replaced immediately by Contractor without any additional cost to PTCL.

2.5 Inspection

2.5.1 PTCL reserves the right to inspect or nominate Inspector(s) to scrutinize and test the Goods before their dispatch from the Supplier’s/Contractor(s) premises (Pre-Supply Inspection) OR at PTCL premises/designated Stores/Centers/Dispensaries after delivery by Supplier/Contractor (Post-Supply Inspection) in accordance with the provisions of the specifications and the clause(s) of the Contract/PO pertaining to inspections/testing and will be further elaborated in the Contract/PO.

2.5.2 Such inspections shall not relieve the Contractor/Supplier from responsibility and liability nor be interpreted so as in any way to imply acceptance of Goods. In case of Pre-Supply Inspection, the Inspector(s) must supervise/ensure that only the inspected/cleared Goods have been packed and further given to the designated carrier for onward delivery to PTCL designated Site/Centre/Dispensary.

2.6 Quantity

No quantity over and above than requested in the Order/PO will be paid, if supplied without advance written authority having been obtained from the PTCL.

The requirement of bottles or dispensers can be increased or decreased as per Company need.

2.7 Indemnity & Intellectual Property Rights

- 2.7.1 The Contractor shall fully indemnify PTCL against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by use or possession of goods/supplies supplied by the Contractor or against any kind of third party's claim with respect to supplied goods.
- 2.7.2 If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the goods supplied by the Contractor under the Contract is made or in the Contractor's reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the goods/supplies without detracting from overall performance, the Contractor making good to the PTCL any loss of use during modifications or replacement, so as to avoid the infringement.

3. TAXES/DUTIES & INSURANCE

- 3.1 The Contractor shall be responsible for all taxes including GST, duties, import and export license fees and associated charges, insurance, and other incidental charges etc. incurred or accrued until the final delivery of the Goods. Any increase /decrease in the rate/amount of GST or levy/exemption shall be to the cost/benefit of PTCL. Withholding tax shall be deducted from the Contractor's invoice(s) as per prevailing rates.
- 3.2 The goods shall be fully insured by Contractor against any loss or damage till final delivery or for any extended period as instructed by PTCL.

4. PAYMENT

100% payment will be made in Pak Rupees on DDP basis to the Contractor/ Supplier through Cross Cheque by the concerned SM Finance NTR-I within 15 (Fifteen) days on monthly basis at the end of each month, upon successful deliveries/ performance of the required Contractual obligations as detailed in the Contract/POs duly verified invoice(s) clearly mentioning Goods Description, Quantity, Billing amount claimed (based on agreed/finalized discounted rates) duly verified by the concerned Store Keeper and counter verified/approved by the concerned SM Admin In-charge along with Delivery Documents as per clause 1(a) subject to the deduction of LD charges (if any) on account of late delivery and/or defective goods replacement and withholding tax as per prevailing rules (paid to the Tax Authorities, except if exempted by the Income Tax authorities). PTCL will issue Certificate of deductions of Income Tax/Original Bank Challan to the Contractor to enable it to settle tax returns with the authorities concerned.

5. TERMINATION

- 5.1** If the Contractor fails to comply with any of the conditions laid down in the RFQ/Order/PO, the Order/PO may be terminated by PTCL with immediate notice and at Contractor's expense. Such termination shall not prejudice any legal action subsequently taken by PTCL against the Contractor for breach of Contract/Order/PO.
- 5.2** PTCL may terminate the Order/PO in whole or in part at any time for its convenience. However, those goods, which are delivered/ready to be delivered within 07 days from the receipt of the termination notice, shall be purchased by PTCL as per terms and condition of the Order/PO.

6. DOCUMENTS TO BE SUBMITTED

The bid shall comprise of the following documents and both the Technical (Un-priced bid) and Commercial (Priced Bid with the cost breakdown as per PTCL price schedule) proposals in ORIGINAL along with three (3) copies of each shall be submitted in separate sealed envelopes duly and clearly labeled as TECHNICAL PROPOSAL (Original, copy 1, 2 and 3) and COMMERCIAL PROPOSAL (Original, Copy 1, 2 and 3).

Both types of bids/volumes i.e. Technical and Commercial Proposals (Original as well as entire sets of Copies) must be accompanied with SOFT COPIES burned over CDs sealed within their respective envelopes/bids.

6.1 Volume-I: Technical Proposal

- i. Company history, background
- ii. Authorization Letter of Principal
- iii. Registered offices and contacts within Pakistan and abroad
- iv. Management and staff strength
- v. Areas of specialization
- vi. Experience in relevant Projects or the relevant field
- vii. Technical platforms at its disposal
- viii. Other Projects
- ix. References
- x. Certificates from Pakistan Standards and Quality Control Authority (PSQCA), PS:4639-2004 (R) Bottled Drinking Water & PS: 1485-1994 (R) for the labelling
- xi. Compliance with all clauses of the bidding terms and conditions
- xii. Compliance with the required implementation plan in the form of certificate
- xiii. Compliance with the system requirements, in particular, performance of the solution offered in the form of certificate
- xiv. Commitment and ability of the Bidder to meet the deliverables and implementation schedule in the form of certificate
- xv. Declaration on stamp paper
- xvi. Each and every page must be signed and stamped by the Bidder.

6.2 Volume-II: Commercial Proposal

The Commercial Proposal of the bid shall comprise the following documents.

6.2.1 Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents indicating a brief description of the goods/ service offered, region and prices. Discount, if any, shall be clearly shown in price schedule i.e. **Annex-B**. Discount shown anywhere else, except price schedule will not be considered. The Bidders must mention clearly the levy or exemption of Sales Tax on the goods being offered on DDP-PKR basis. For claiming exemption, relevant complete documentary proof should be provided. In case the Bidder does not mention the levy or exemption of Sales Tax it shall be treated that sales tax is included in the price.

6.2.2 Commercial Compliance Sheet

The Bidder shall complete the Commercial Compliance Sheet furnished in the Bid Document strictly in accordance with the instructions given in said Annexure. However, the following points are further added:

- i. A word such as "noted" is inadequate and will be treated as not complied.
- ii. Where a clause is stated to be "complied" the Bidder may provide further reference details, but in event of any discrepancy between these details and the statement of compliance, then the compliance statement will be taken by the PTCL as correct and binding upon the Bidder and the details (including footnotes or specified in any other form or place) given by the Bidder will be ignored.
- iii. Where the clause is stated to be "not complied" or "partially complied" then the Bidder will provide full details of the deviation from the specified requirements together with full details of any alternative arrangement offered.
- iv. Simply signing of every page of bid documents will not serve the purpose of the compliance statement and will be treated as not complied. Therefore, proper compliance sheet as per Annex-C should be attached with bid.
- v. If a certain clause / sub-clause or clauses / sub-clauses are missed or left unattended in commercial compliance sheet such clause or clauses would be considered as not complied.
- vi. Failure of providing commercial compliance may be deemed sufficient cause for rejection of bid and will be a major deviation.

6.3 Format and Signing of Bid

6.3.1 The Bidder shall prepare two copies of the Bid, clearly marking each "ORIGINAL BID" and "COPY" duly numbered 1-2, of the bid as appropriate. In the event of any discrepancy between them, the original shall govern.

6.3.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written 'Power-of-Attorney' accompanying the bid. All pages of the bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid. Price schedule should be properly signed and stamped

particularly. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.

- 6.3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such correction shall be initialed by the person or persons signing the bid.

6.4 Submission of Bids

- 6.4.1 The Bidders shall seal the original & each hard copy (2 in number) along with **soft copies of the bid on CDs (both Technical & Commercial)**, in inner and outer envelope, duly marking the envelope as original and copy 1, 2,.

- 6.4.2 The inner and outer envelopes shall be as follows:

- i. The envelope shall be addressed to PTCL at the following address:

**Senior Manager
Revenue & Collection
Room # 011, Ground Floor
Telephone House, 1 The Mall,
Peshawar.**

- ii. On outer envelope, bear **ONLY** the RFP/RFQ number and the words **“DO NOT OPEN BEFORE .2017”**.
- iii. The inner envelope shall further indicate the name and address of the Bidder to enable the bid to be returned un-opened in case it is decided **‘Late’**.

6.5 Clarification of Documents

A prospective Bidder requiring any clarification of Bidding Documents may notify the PTCL in writing at PTCL’s mailing address indicated in the Invitation for Bid. PTCL will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than (Five) 5 days prior to the deadline for the submission of bids prescribed by PTCL. Written copies of PTCL’s response to common queries (including an explanation of the query but without identifying the source of the inquiry) shall be sent to prospective Bidders, which have received the Bidding Documents. Response to all such queries from the PTCL shall be about two 02 days before the closing date.

6.6 Amendment in Documents

- 6.6.1 At any time prior to the deadline for submission of bids, PTCL may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the provisions of Bidding Documents by circulation of formal letter of amendment to all those parties who have purchased the Bidding Documents.
- 6.6.2 The amendment shall be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them.

7. CONTRACT PRICES/ORDERS VALIDITY

7.1 The Contract/Agreement/PO shall be valid for a period of Two (02) Years from the date of signing/ issuance. The prices agreed upon and reflected in the BOQ/ Price Summary of the Contract/ Agreement shall be firm and final for the term of two (02) Years.

8. CORRESPONDENCE & NOTICES

8.1 Contractors shall provide complete contact details for themselves and their authorized Representative/Distributors as per following format at the time of bid submission.

Contractor's Contact Details

Company/Contractor's Name:

Registered Office Address:

Key Contact Person Name:

Key Contact Person Designation:

Key Contact Person Contact Details (Postal Address, Landline No, Fax No, Mobile No, email Address):

Authorized Distributor's/Representative Details

Authorized Distributor's/Representative Name:

Authorized for (City/Region):

Registered Office Address:

Key Contact Person Name:

Key Contact Person Designation:

Key Contact Person Contact Details (Postal Address, Landline No, Fax No, Mobile No, email Address):

8.2 In case of any change in the contact details/personnel of Contractor and/or its authorized Representative/Distributors, Contractor shall inform PTCL in writing well in time for record and further necessary measures.

8.3 Any notice given by one party to the other pursuant to this Contract shall be sent in writing and confirmed in writing to the address specified for that purpose. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8.4 The Contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside PTCL prior to or after the award of the Contract. Following are the key Contact personnel of PTCL regarding correspondence and serving of notices concerning the Contract.

- GM Admin & Security North Islamabad.

“Technical Data Sheet” (Annex-A)

- Name of the Bidder _____
- Contact Person Name _____
- Contact Person Cell Number _____

S/n	Technical information	Specification information
1	<u>Location & source of water</u> Industrial area/Rural area	
2	<u>Type of water</u> Natural mineral water	
3	<u>Water product certification</u> PSQCA/International NSF	
4	<u>Bottle Rinsing System</u> Semi Auto/Manual	
5	<u>Bottle Filling System</u> Semi-automatic/manual/automatic	
6	<u>Bottle filling environment</u> Regular/Clean room environment	
7	<u>Bottle Copping</u> Semi-automatic/automatic	
8	<u>Mineral Content</u> Magnesium Sodium Sulphate Calcium Potassium Chloride Total Minerals	
9	<u>PH Value</u>	

BOQ

S.No.	Building with Building Code	Total Requirement of Bottles	Requirement of Dispensers
1	Telephone House, 1-The Mall, Peshawar SKPWRTERB01	205	4
2	Health Unit, Peshawar City compound, Peshawar SKPWRCYRB01	107	-
3	Health Unit (Bughdada) Mardan SKMDNBHDB01	38	-
4	Health Unit, Mingora (Swat) SKMGASDTB01	21	-
5	Health Unit, PTC, Peshawar	86	-
6	Peshawar Rest House, Peshawar SKPWRPLRB02	26	-
7	PTCL Rest House Mian Dam (Mingora) SKMGAMDMB01	22	-
8	Swat PTCL Rest House (Saidu Sharif) SKMGAPLFB01	22	-
		527	4

**PRICE SCHEDULE FOR GOODS/SERVICES TO BE OFFERED FROM WITHIN
PAKISTAN (DDP BASIS)**

Name of the Bidder: _____

Contact Person Name: _____ Cell: _____ Tel: _____

Mailing Address: _____

NTN Number: _____ GST No.: _____
(Attach photocopy) (Attach photocopy)

Tax Exemption (if any): [Yes / No] If yes: Tax Exemption No.: _____
(Attach photocopy)

Tax Exemption issued on: _____ Tax Exemption Valid till: _____

S#	Unit Prices in DDP-PKR								
	Market Price			Discounted Prices for PTCL					
	Product Name	Generic Name (if applicable)	Strength (if applicable)	Pre-Sales Tax	17% GST	DDP-PKR	Pre-Sales Tax Price (After Discount)	17% GST	DDP-PKR

Signatures & Stamp of the Bidder

NOTE:

- The bidder shall also mention clearly the levy or exemption of sales tax on the Goods / services being offered. In case the bidder mentions the levy of sales tax and later on after the supply of Goods claim exemption, necessary reduction in price @ 17% will be made at the time of payment.

Required Documents/Certificates (To Be Attached/Submitted With The Bid)

1. Signed and Stamped Compliance Sheet.
2. Sales Tax Registration Certificate (for Local bidder).
3. Tax return for last 3 years, if paid.
4. NTN Certificate (for Local Bidder).
5. Certificate of Incorporation (In case of Companies)
6. Certificate of Registration of Business (In case of Firms)
7. Bank Certificate regarding maintaining of Account and Bank Statement (In case of Sole Proprietorship)..
8. Prices on PTCL format (Duly Signed and Stamped)
9. Evidence of Manufacturing/Supplier at least for the last 3 years
10. Certificates from Pakistan Standards and Quality Control Authority (PSQCA), PS:4639-2004 (R) Bottled Drinking Water & PS: 1485-1994 (R) for the labelling
11. Copy of the Certificate depicting that the Manufacturer /Contractor/Distributor/representative is not BLACK LISTED by any Organization and by the Government of Pakistan.