

**PAKISTAN TELECOMMUNICATION COMPANY LIMITED**

**CTH BUILDING, 1-MCLEOD ROAD, LAHORE**

**NO. NOD LTR\AR\DG\2018 DATE: - -2018**

**BID DOCUMENTS/ REQUEST FOR PROPOSAL (RFP)**

**FOR**

**FRAME CONTRACTS FOR APPROVED RATES OF O&M WORKS OF DG SETS IN LTR FOR Year 2018-19**

**AS PER PTCL SPECIFICATIONS/TECHNICAL SPECIFICATIONS**

|  |  |
| --- | --- |
| image002-1 | **Pakistan Telecommunication Company Limited****CTH Building, 1-Mcleod Road, Lahore** |

# **TENDER NOTICE**

**No. NOD LTR\AR\DG\2018**

**FRAME CONTRACTS FOR APPROVED RATES OF O&M WORKS OF DG SETS IN LTR FOR Y 2018-19**

1. Sealed bids, in Pak rupees on are invited for **“Frame Contracts for O&M WORKS OF DG SETS”**, in accordance with PTCL Technical requirements/specifications.
2. Tender documents can be purchased from the office of SM Finance LTRN Lahore, Tufail Road Lahore Cantt. & Office of Manager Technical NOD LTR CTH Bldg. 1-Mcleod Road Lahore on payment of **PKR 500/-** (non-refundable) .
3. The Frame Contract shall be concluded on demand basis, whereby PTCL does not guarantee and is under no obligation to purchase/place orders, until and unless there is a firm requirement of the same by PTCL. PTCL shall issue Purchase Order(s) to the Contractor on need/demand basis from time to time under the Frame Contract; the Contract shall be valid for a period of Three years, starting from the date of signing of Contract by all the parties. Furthermore, PTCL reserves the right to revise entire terms and conditions of the Frame Contract after two years, effective from the date of signing of the Frame Contract and during its validity; in case of any revision(s) in price and/or other provisions, the same shall be applicable to all the POs to be issued by PTCL during the next/coming YEAR(S) (within the validity of the Contract) OR remainder of the Contract validity, whichever is applicable/decided by PTCL.
4. Bids (marked as **“Frame Contracts for Approved rates of O&M works of DG Sets in LTR for Y 2018-19**”, RFP # **4 NOD LTR\AR\DG\2018**) complete in all aspects and as procedures laid down in the RFP shall be submitted to the undersigned by **\_\_\_\_\_\_-2018** before **1200** hours.
5. Bids must be accompanied by a bid bond/security of **PKR. 50,000/-** through Demand Draft/Pay Order/CDR in favor of **SM Finance LTRN Lahore** as per relevant clause(s). **In case of non-compliance, the bids will be disqualified from further processing.**
6. Bids received after the above deadline shall not be accepted and be returned unopened.
7. Vendor registration is mandatory for all the vendors interested to supply materials/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://ptcl.com.pk/pd_content.php?pd_id=178>.

1. Vendor’s presence/office (Documentary proof required) is mandatory in the respective Area/Region/City, where the work(s) will be performed.
2. Offered material/services must be as per PTCL requirements/specifications.
3. PTCL reserves the right to reject any or all bids and to annul the bidding ess at any time, without there by incurring any liability to the affected bidder(s) or any obligations to inform the affected bidder (s) of the grounds for PTCL Action.
4. All correspondence on the subject may be addressed to the undersigned.

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***Manager Technical Support***

***NOD LTR***

***Ph # 042-37321929***

# **SCOPE OF WORK**

* 1. Frame Contract will be signed with the successful bidder(s) valid for 03 years from the signing date of Contract. PTCL will place order during the Contract validity period as the need arises. Contractor should execute the entire works as per Purchase order basis as per BOQ formulated after detailed survey by all stake holders of PTCL and shall hand over the work completed in all respect according to the functional and technical specifications as specified by PTCL.

The scope of work is at least as mentioned below:

1. **Mandatory Services**
	* + - Major Overhauling and O&M WORKS of all DG sets in the range of 15 KVA to 630 KVA with mandatory parts and with/without additional parts as per case to case basis.
			- Machining work of engines for overhauling.
			- Transportation of generators to/from sites.
			- Installation and dismantling of generators on/from the sites.
			- First Service of overhauled generators 50-100(Fifty to One Hundred) hours of generator free of cost services.

3. Warranty:

1. The Major overhauled DG set shall have the warranty of successful operation of three thousand (3000) hours or two years period whichever would come first for the sites /DG sets.
2. The repair/maintenance works and top overhauled DG set shall have the warranty of successful operation of one thousand (1000) hours or six months period whichever would come first.
3. Arranging the backup generator free of cost from stock /rolling stock of generators given by NOD LTR for the sites whose Gen set shall be overhauled. In case of non-availability of rolling stock by the region, the vendor will provide the DG set of required load on rent as per frame contract rates.

## **3 General Instructions**

3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.

3.2 The Bidder must submit an original proposal substantially responsive to all the clauses of this bid document (RFP).

## **4. Eligibility and Qualifications**

 The Bidder shall furnish, documents establishing the bidder’s eligibility to bid and his qualification to perform the Contract if his bid is accepted.

## **5 Cost of Bidding**

 The Bidder shall bear all costs associated with the preparation and submission of bid. “PTCL” will in no case, be responsible or liable for those costs, regardless of the outcome of’ the bidding process.

# **DOCUMENTS TO BE SUBMITTED**

 The bid shall comprise the following documents:­-

## **7 Commercial Proposal**

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

**7.2 a) Bid Form:**

 The Bidder shall complete the Bid Form furnished in the Bidding Document.

**b) Commercial Compliance Sheet:**

 The bidder shall complete the Commercial Compliance Sheet furnished in the Bid Document strictly in accordance with the instructions below.

1. 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 should be attached with bid.
2. Failure of providing commercial compliance may be deemed sufficient cause for rejection of bid and will be a major deviation.

## **8. Technical Proposal**

8.1As per PTCL Technical Specifications attached to the bidding documents.

8.2 Technical proposal must contain.

* 1. Company history, background Registered offices and contacts.
	2. Management and staff strength
	3. Areas of specialization
	4. Experience in relevant Projects or the relevant field
	5. Technical platforms at its disposal
	6. Other Projects
	7. References
	8. Each and every page of technical proposal must be signed and stamped by the bidder.
	9. Bill of Material (Un-priced BoQ).

## **9. Format and Signing of Bid**

9.1 The Bidder prepare the Bid for technical and commercial proposal with the soft copies on CD.

9.2 The original shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the Contract. 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.

## **10 Submission of Bids**

 10.1 The Bidders shall seal the original Bid and soft Copy.

 10.2 The envelope shall be addressed to PTCL at the following address:

***Naeem Bassey***

***Manager Technical Support***

***NOD LTR***

***Ph # 042-37321929***

10.3 The inner & outer envelopes shall bear the RFP number . NOD LTR\AR\DG\2018.

10.4 The inner envelope shall indicate the name and address of the Bidder.

10.5 The bidders shall submit their Technical and Commercial proposals/bids in **separate sealed envelopes** :

 a) Technical Offer (Un-priced Bid) duly sealed along with specifications, Technical Compliance Sheet and all other technical details ensuring that the envelopes must be marked as **“Technical Offer”.**

 b) Commercial Offer (Priced Bid) duly sealed with the cost breakdown as per PTCL price schedule/BOQ, ensuring that this envelopes must be marked as **“Commercial Offer”.** Original CDR shall be attached with the original offer/bid.

 The above sealed outer envelopes should be marked “Bids for Frame Contract for PTCL Network Rehabilitation – Tender # NOD LTR\AR\DG\2018” without any other details or name of tender or any other reference.

## **11 Deadline for Submission of Bids**

11.1Bids shall be dropped at T-3, Office of Manager Technical CTH Building, 1-Mcleod Road, Lahore by 1200 hours on **\_\_\_\_\_\_-2018**. Bids dropped after the deadline mentioned above shall not be accepted / entertained.

11.2 PTCL may at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of PTCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**12. Modification and Withdrawal:**

12.1 No bid may be modified subsequent to the deadline for submission of bids.

12.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security.

# **COMMERCIAL TERMS**

## **13.1 Bid Price**

a)  The prices quoted must be firm and final. The taxes and duties leviable in Pakistan at the time of signing of the Contract shall be adjusted (upward/downward as the case may be) in accordance with the prevailing tariff. No compensation shall be given on account of Pak Rupee devaluation against currency.

13.2 **PAYMENT**

**a)** The type, method and conditions of payment specified in the following paras are applicable. The Payment will be made in Pak Rupees Cross Cheque.

**b)** The Contractor’s request for payment shall be made to PTCL in writing, accompanied by an Invoice describing, as appropriate, the goods delivered and services performed.

## **13.3 Schedule of Payment**

a) After the successful completion of the total job PTCL will make payment of 100% of Equipment/Parts price on completion of job and subsequent issuance of GRN against “Documents for Payment”.

b) Payments are subject to deductions of tax on Contractor’s Contract, from the relevant invoices of Contractor and paid to the Tax Authorities.

# **DELIVERY**

 All goods (Materials)/Completion of Job/Services under this invitation are required to be delivered/completed as per delivery schedule to be mentioned in Purchase Order.

# **DOCUMENTS FOR PAYMENT**

15.1 Copies of the Contractor’s invoice(s) showing goods description, quantity, unit price, total amount & valid for refund of GST.

15.2 Consignee’s Good Receipt Certificate/SAP generated GRN in case of Goods/Sap generated SAN in case of services.

15.3 GST/PRA invoice.

**16 Warranty.**

**16.1** PTCL shall promptly notify the Contractor in writing of any claims arising under this warranty.

**16.2** Upon receipt of such notice, the Contractor shall, within 02 weeks replace/Job completion, at the PTCL’s Installation site and / or consignee’s store as the case may be at that time, the defective goods or part thereof, without costs to PTCL.

**16.3** If the Contractor, having been notified, fails to remedy the defect(s) within a period of 2 weeks, PTCL may proceed to take such remedial actions as may be necessary, at the Contractor’s risk and expense and without prejudice to any other rights which PTCL may have against the Contractor under the Contract.

# **17. EVALUATION OF BIDS**

 Bids shall be subject to detailed evaluation technically and commercially to conclude compliance and competitiveness. PTCL shall be under no obligation to award the Contract/work order to any vendor not complying PTCL evaluation criteria.

# **AWARD OF CONTRACT**

##  **Post Qualification**

18.1 PTCL will determine to its satisfaction whether the selected Bidder has submitted the best responsive bid which qualifies to satisfactorily performance of the Contract.

18.2 The determination will take into account the Bidder’s financial, technical and production capabilities.

18.3 To verify its technical, commercial and productions capability/capacity, the bidder must provide documentary evidence.

## **19 Award Criteria**

19.1 PTCL will award Contract to the successful Bidder whose bid(s) has been determined to be technically and commercially responsive, satisfying PTCL requirement.

19.2 The bidder’s production capacity and the volume of orders in hand shall also be taken in to consideration in addition to past delivery record while deciding award of Contract.

19.3 PTCL also reserves the right at the time of award of Contract to decrease the quantities by up to the approved manufacturing plant capacity of the bidder.

19.4 Preference for award of the Contract shall be given to the suppliers accepting minimum period of delivery.

## **20 Standards and Specifications**

 The goods supplied/Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and when no applicable standard is mentioned, to the authoritative standard appropriate to the goods, country of origin and such standards shall be the latest Issued by the concerned institution. In case of conflicting specifications appearing in the documents, decision of PTCL will be final.

## **21 Quality**

 The materials and workmanship of the supplied goods provided under the Contract must be of the best quality and free from any defects.

## **22 Transportation**

 Transport of the goods to the place of final delivery as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract price.

# **EFFECTIVE DATE OF CONTRACT**

The Contract shall be effective from date of signing by both parties.

**Annex-A**

**BOQ/SCHEDULE OF REQUIREMENT**

**Attached with Tender Documents**

**Annex - B**

**FRAME CONTRACT FORMNO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 THIS CONTRACT is made at Lahore on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_20

**By and Between**

**Pakistan Telecommunication Company Limited**, incorporated in December 1995 under section 146 (C) OF THE COMPANIES ORDINANCE, 1984 (XL VII of 1984) with Registrar of Companies Corporate Law Authority, Government of Pakistan with its Offices at PTCL CTH Building, 1-Mcleod Road, Lahore (PAKISTAN)\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as ‘PTCL’ which expression shall be deemed to include its successors-in-interest and assigns) of The One part,

**ANDM/S---------------------------------------------------------------------------------------------------** (hereinafter referred to as ‘CONTRACTOR’ which expression shall be deemed to include its successors-in-interest and assigns)of The other part,**WHEREAS** PTCL desires to sure goods as per Annexure, along with other allied facilities as defined in the Scope of Work vide Tender No.-----------------------------------------opened on--------------------------.**WHEREAS**, Contractor made his offer No. ------------------------------------------Dated------------ and all subsequent clarifications from the date of submission of the offer up to the date of signing of the Contract.

**AND WHEREAS** PTCL accepted the offer of the Contractor, subject to conditions as have been defined in the Letter of award issued to the Contractor vide Letter No..------------------dated--------------.

**NOW THEREFORE,** this Contract witnessed that in consideration of the promises, covenants and contained, to be performed by PTCL and the Contractor, the parties covenant and agree as under:

1. In consideration of the covenants and agreements to be kept and performed by the Contractor, and for the faithful performance of this Contract, and for the supply of Goods and services as defined in the Contract documents and its appendices, PTCL shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Contract, the Contract Price at the time and in the manner prescribed in the Contract.

2. That in consideration of the payment to be made to the Contractor by PTCL, the Contractor hereby covenants with PTCL for himself, his legal representatives, successors and assigns that they shall do and perform all acts and things in the Contract mentioned or described or which are to be implied there-from or may be reasonably necessary for the completion of the Contract within the time and in the manner and subject to the terms, conditions and stipulation mentioned in this Contract.

3. That in consideration of the due performance of the Contract as aforesaid, PTCL hereby covenants with the Contractor for himself, his legal representative, successors and assigns that they will pay to the Contractor for Contract price such other sum-------------------------------------- as may become payable to the Contractor under the provisions of the Contract at such time and in such a manner as provided in the Contract

IN WITNESS WHEREOF, The Parties have caused this agreement to be signed as of the day and year above written. This Frame Contract bearing **NO. . dated - -20** worth amount **-----/-** **( ------------------- only)** have been signed by the parties in two identical copies of which the parties have taken one (01) each.

|  |  |  |
| --- | --- | --- |
| **Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | ***WITNESS*** | **SM Network Ops LTRS****CTH Building Lahore** |
| **Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **GM NOD LTR****CTH Building Lahore** |

**Annex - c**

**COMMERCIAL COMPLIANCE SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
|  | (CLAUSE / SUB-CLAUSE) | COMPLIANCE | REMARKS |
|  | 1 | 2 | 3 |

The Compliance Sheet is meant for stating the tender's compliance / non-compliance on all clauses and it is divided into three columns. The bidder shall complete the Compliance Sheets strictly in accordance with the instructions given below:

|  |  |  |
| --- | --- | --- |
|  | Column-1 : | For specifying the clause number to which the information in column 2 and 3 applies. |
|  | Column-2 : | For stating whether the tender's offered terms and conditions conforms to the clause in column-1 by using one of the following symbols. |
|  | A) : | The tender's offered terms and condition fully conforms to the clause in column-1. |
|  | B) : | The tender's offered terms and conditions do not fully conforms to the clause in column-1. |
|  | Column-3 : | State the alternative only if the Symbol B has been used in Column-2. The benefit which PTCL will have if such alternative is accepted, must be stated. |

The bidder shall complete the Commercial Compliance Sheet furnished in the Bid Documents strictly in accordance with the instructions. However the following points are further added.

1. A word such as "noted" is inadequate and will be treated as not complied.
2. Where a clause in 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
3. 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.
4. 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 should be attached with the bid.
5. If a certain clause(s)/sub-clause(s) are missed or left unattended in commercial compliance sheet such clause(s) or sub-clauses would be considered as not complied.
6. Failure to provide commercial compliance will be deemed sufficient cause of rejection of the bid and will be major deviation.

**Documents to be attached with the Commercial Bid**

1. Bid Bond of Required Amount.
2. Signed and Stamped Commercial Compliance Sheet.
3. Sales Tax Registration Certificate (for Local bidder).
4. NTN # Certificate (for Local Bidder).
5. Authorization letter from the Manufacturer (If the bidder is other than Manufacturer).
6. Prices on PTCL Format. (Duly Signed and Stamped).
7. The letter of authorization shall be indicated by written Power-of-Attorney accompanying the bid on the format annexed with the Tender Documents.

**Annex - H**

**Technical Specifications**

**DOWNLOAD FILE:**

