



PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED

TENDER No. RFQ/RTR/FRAME AGREEMENT/2018

**BID DOCUMENT/REQUEST FOR QOUTATIONS
UNIT RATES**

FOR

Frame Agreement Copper OSP Works in RTR 2018



PAKISTAN TELECOMMUNICATION COMPANY LTD.
Office of Regional General Manager RTR Islamabad

TENDER NOTICE

TENDER No. RFQ/RTR/FRAME AGREEMENT/2018
OSP Copper works in RTR

1. Sealed bids are required from approved **venders/contractors** of repute to sign unit rate based for the Frame Agreement **OSP Copper works 2018 in Rawalpindi Telecom Region Rawalpindi**, in accordance with PTCL requirements. The tender documents are available in the office of the SM Planning-Coord RTR, Kashmir Road Saddar Rawalpindi, which can be obtained on cash payment of Rs. 1,000 (non-refundable) or can also be downloaded from the PTCL official website www.ptcl.com.pk whereas cash payment of Rs. 1,000 (non-refundable) may be submitted at the time of bid submission.
2. Bids with Bid Security of PKR 100,000 (Rs. One Hundred Thousands) in the shape of DD/PO in the name of **SM Finance ITR/RTR, PTCL, Islamabad** and shall be submitted to office of the SE Development & Planning RTR, Kashmir Road Saddar Rawalpindi, as per instructions to the bidders contained in the Bid Documents by 1400 hours on **Thursday 18 January , 2018.**
3. Bid received after the above deadline shall not be accepted.
4. 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.
5. Bidder must mention their Vendor Registration code on quotation.
6. All correspondence on the subject may be addressed to the undersigned.

Muhammad Asif
SE Development & Planning RTR,
Kashmir Road Saddar Cantt;
Rawalpindi.
Tel: +92-51-5582067
E-mail: muhammad.asif2@ptcl.net.pk

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PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED

SECTION 1

GENERAL INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

OSP COPPER

- The contractor shall execute the entire work on Turnkey basis as per attached/issued BOQ/PO respectively deviation ($\pm 40\%$) from the BOQ may happen as per on ground circumstances. The vender shall handover the cable route ready for service with allied works completed in all respects according to functional and technical specifications as specified by PTCL vide No. T&S/LW-51H, LW-52-J, LW-87A, LW-55K, LW-75B, LW-58H, CW-53K, LW-53K.
- Any material etc. inadvertently omitted from BOQ which may be reasonably implied and obviously necessary for the completion and efficient performance & operation of the Copper Network in accordance with the specifications shall be deemed to have been included in the Contract price.

The bidder/contractor will be responsible for:

- Survey, Laying/Paying and Testing/Commissioning of Copper Cable route as per specifications issued by T&S wing PTCL Headquarter Islamabad.
- Supply of relevant documents as per tender documents.
- Supply of attachment material like brackets and sockets/joints for G.I pipes and Mechanical couplers for HDPE/PVC pipes.
- Digging/refilling Trenches, Laying/erecting cables, jointing , Clamping (wherever required), Termination, Splicing, construction of hand hole/Man holes/Cabinet Plenth & leveling road/ground surface, Testing & Commissioning in accordance to PTCL standards and specifications.
- The bidder shall complete the execution of the above work and will also be responsible for the supply of the hardware if required in accordance with the PTCL specifications including installation material Bridge Attachments, Hand-Hole attachments, G.I Pipe, PVC Pipe, Warning Tape, Route Indicators, RCC Slabs etc.

- Construction of new man hole/hand hole where required.
- Repair & restoration of the affected/damaged services e.g. existing network of PTCL and other Telecom Operators, Power (WAPDA/other related agencies), Water Supply & Sewerage (WASA/other related agencies) and Sui Gas (SNGPL/other related agencies) etc. caused accidentally or due to poor workmanship or negligence of the contractor's staff at his own risk and cost.
- Proper repair of the affected/damaged Roads, paved roads, foot paths, ramps of private residences, all kinds of buildings/houses, fences, bore sections, park places etc. caused accidentally or due to poor workmanship of the contractor's staff.
- Supply of the documents that includes Copper laying details, survey reports indicating land/route references, 3-point references for cable joints on the cable route and As-built drawings as per the PTCL GIS requirements.
- Conducting survey of the proposed Copper Cable route and space requirements along with PTCL staff.
- Offering PAT of Copper cable route along with submission of initial survey report, detailed route drawings with BOQ, pre-PAT results including testing of cables from both ends.
- All the PATs for OSP Work shall be conducted as per approved PAT Protocol of PTCL System Engineering wing.
- Item Rates are valid for One year and can be extended on mutual agreement and implementation will start from the case to case base requirement initiated from concerned Zone.
- Any payment of the services to the contractor shall be made on successful completion of PAT.

2. SUBMISSION OF TENDER

Bidders must submit the detailed proposal in accordance with above "Scope of Work" clause.

Tenders shall only be submitted on the Form of Tender which shall comprise the following documents:

2.1 Volume-I: Commercial Proposal

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

a) Bid Form

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

b) Bid Security

The bidder shall furnish Bid Security Rs. 100,000/- in shape of DD/Pay order in accordance with respective Clauses of this RFQ whereas the Bid Security already submitted against the TENDER No. RFQ/RTR/FRAME AGREEMENT/2016 will be considered and no additional Bid Security is required

c) Commercial Compliance Sheet

The Bidder shall complete the Commercial Compliance Sheet furnished in the Bid Documents strictly in accordance with the instructions given in the said Annexure. Following points should be observed while completing the commercial compliance statement:

- i. Where a clause is stated to be complied, the bidder may provide further reference details.
- ii. Where a clause has been stated as not complied or partially complied, the bidder will provide full details of such deviation.
- iii. If certain clause(s)/sub-clause(s) are missed or left unattended in the commercial compliance statement, such clause(s)/sub-clause(s) shall be considered as not complied by the bidder.
- iv. Failure of providing commercial compliance by the bidder shall be deemed as sufficient basis of rejection of the bid.

d) Detail Price Schedule

The bidder should submit item rate for each and every BOQ items. Any bid with the missing item rates will be rejected.

2.2 Volume-II: Technical Proposal

2.2.1 The technical proposal shall comprise of the following documents as well:

- a) Sign all the Pages of Un-priced BOQ.
- b) Compliance with all clauses of the tender document;
- c) Compliance with the required Scope of Work;
- d) Certificate that bid security is attached with commercial bid
- e) Details of Past Experience of Similar Nature of Work in any other region with supporting documents.
- f) Company's profile and technical expertise as follows:
 - Company history, background
 - Contacts Details
 - Areas of specialization
 - Technical Staff
 - Technical Equipment like vehicles, jointing machines, test equipment, duct rods etc. required for copper laying and testing.
 - Experience in Turnkey Projects of the relevant field
 - Other projects
 - References.

2.3 FORMAT AND SIGNING OF BID

2.3.1 The Bidder/ Authorized person of vender shall prepare one TECHNICAL BID and one COMMERCIAL BID. All pages submitted by bidders in each bid must be clearly signed and stamped by contractor. If the Bidder/ Authorized failed to submit

or not provide any of the Bids it will be treated as non-responsive and will be rejected.

2.3.2 All pages of the bid, except for un-amended printed literature shall be initialed by the person or persons signing the Price bid. Price schedule should be properly signed and stamped. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.

2.3.3 The bid shall not contain any interlineations, erasures or over-writing except as necessary to correct errors made by the bidders.

2.4 SUBMISSION OF BIDS

Submission method of bids and deadline

a) Bidders shall make two separate submissions in two sealed envelopes. One sealed envelope will contain the **Technical Offer** (un-priced bid) along with specifications and all other technical details ensuring that the envelope must be marked as "**Technical Offer**".

b) A second sealed envelope will contain the **commercial offer (priced bid)** with the cost breakdown, ensuring that this envelope must be marked as "Commercial Offer".

c) Original bid bond security in the DD/pay order as mentioned above should be attached with commercial bid and a certificate be submitted with Technical Proposal that the bid bond is prepared and attached with the Commercial proposal.

d) Both above sealed envelopes must bear PTCL Tender/RFQ reference number ONLY without any other details or name of bidder or any other reference etc.

e) Both these bids must be deposited in the Office of SM Plg & Coord RTR Region Office RTR Rawalpindi Cantt.

f) Bids must be received / submitted before the closing date and time of the said bidding process. Any bid submission after the deadline will be rejected and /or returned un-opened to the bidder.

g) PTCL may at its discretion, extend this deadline for the submission of bids 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.

2.5 MODIFICATION AND WITHDRAWAL

2.5.1 The Bidder withdraw its bid after the bid's submission, provided that written notice of the with-drawals is received by PTCL prior to the deadline prescribed for submission of bids.

2.5.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with Terms.

2.5.3 The bidder shall not modify this tender document subsequent to the deadline for submission of bids.

2.5.4 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.

3. ALTERATIONS OF TENDER DOCUMENTS

PTCL reserves the right at the time of award and during validity of contract to increase or decrease the work by up to a maximum of 15% of the contract price or quantity specified in the schedule of requirements without any change in the unit price or other terms and conditions. In addition, PTCL may delete any item from the schedule of requirements and the bid price shall be reduced accordingly.

The Contractor shall not execute any work which would have the effect of an increase or decrease in the Contract Price, or make any variation of the form, quality or quantity of the Works or any part thereof, without having the prior written approval of PTCL, but if the Contractor executes any increased work without such approval, in so doing he shall be deemed to have waived any right to claim additional payment or extension of time as a result of doing such work.

PTCL shall have the right to order any variation of the form, quality or quantity of the Works or any part thereof that may in PTCL's opinion be necessary and for that purpose or if for any other reason it shall in PTCL's opinion be desirable, PTCL shall have the power to order the Contractor to do and the Contractor shall execute established variations by PTCL.

No variation shall be paid to the Contractor without an order in writing from the Employer.

4. BUILDINGS, WORK-YARDS ETC.

All Constructional Plant, Temporary Works and materials provided by the Contractor shall when brought on the Site deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, without the consent in writing of the Engineer nominated by PTCL, which shall not be, unreasonably withheld.

Upon completion of the Works, the Contractor shall remove from the Site all the Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

The security of the temporary storage yard/location at site is the soul responsibility of the vender.

PTCL shall not be at any time liable for the loss of or damage to any of the said constructional plant, Temporary Works or materials.

The Contractor shall bear all costs of obtaining clearance through the customs of constructional plant, materials and other things required for the Works.

5. RECONCILIATION OF STORE ITEMS

At the end of the completion of the work, reconciliation of the store must be done received from RDS and store in hand / consumed. All the left over store must be returned/handed over to the concerned store after proper handing taking.

6. ACCEPTANCE OR REJECTION OF TENDERS

PTCL reserves the right to accept or reject any or all bids and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for PTCL action.

7. INTERPRETATION OF TENDER DOCUMENTS AND ADDENDA

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.

8. CONTRACT PRICE

The contract prices of all item rates shall be firm and final and shall remain valid for one year from the date of issuance of letter for award or may be extended on mutual agreement

9. LICENSE AND REGISTRATION

The Contractor is required to ensure that he is holding a valid municipality license in the area of the Works and he shall be responsible for collecting the building permit from the appropriate municipality and payment of all charges incurred in connection therewith.

For imported Goods under the contract, the contractor shall be responsible for obtaining export licenses as required. For domestic Goods (the local/domestic manufacture or off the shelf supply), the contractor shall be responsible for obtaining import licenses as well.

VENDOR REGISTRATION

a) Vendor registration is mandatory for all the vendors interested to supply material/services to PTCL.

b) It is essential to mention the Vendor Registration Code (VR Code) on Quotation/Bids submitted.

c) Vendors who are not registered at the time of submission of tender documents will ensure their registration with PTCL and will obtain vendor .code before finalization of tender otherwise they will be disqualified.

10. TENDERS TO COMPLY WITH THE SPECIFICATIONS

The Contractor shall execute, complete and maintain the Works in strict accordance with the Contract to the satisfaction and comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) concerning the Works.

11. SUCCESSFUL BIDDER

PTCL will award contract to the successful Bidders whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided, further that the Bidder is determined to be qualified to satisfactorily perform the contract.

12. BID SECURITY

The bidder shall furnish, as part of its commercial bid, bid security Rs. 100,000/- in shape of DD/Pay order in accordance with respective Clauses of this RFQ whereas the Bid Security already submitted against the TENDER No. RFQ/RTR/FRAME AGREEMENT/2016 will be considered and no additional Bid Security is required

The bid security is required to protect PTCL against the risk of Bidder's conduct, which would warrant the security's forfeiture.

The bid security shall be denominated in Pak Rupees and shall be in the form of pay order or Demand Draft in the name of SM Finance, Islamabad.

Any bid not secured in accordance with this may be rejected by PTCL as non-responsive.

The unsuccessful Bidder's bid security will be discharged upon receipt of the Bidder's request.

13. PRICE VALIDITY

Bids shall remain valid for 180 (one hundred and Eighty) days after the Submission/opening date. A bid valid for a shorter period may be rejected by PTCL as non-responsive.

14. EVALUATION OF BIDS

The bids shall be first evaluated technically. Technical evaluation will be based on the conformity to required technical specifications and compliance matrix specified in the Bidding Documents. Only technically compliant bids which meet all the mandatory service effecting requirements will be evaluated commercially.

Quality

The goods shall be of the best quality and field proven.

Lowest Bid

Award shall be offered to the bidders whose bids is technically acceptable and having been commercially evaluated as the price wise lowest in manner on complete list basis. PTCL reserves the right to award the contract to more than one vendor as per award criteria/volume.

Clarifications

To assist in the examination, evaluation and comparison of bids PTCL may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid will be sought, offered or permitted.

Any bid clarification should be (Technical/Commercial) finalized maximum 05 days before submission date of the bid.

Influencing Evaluation

Any effort by a bidder to influence PTCL bid evaluation, bid comparison or contract award decision may result in the rejection of that Bidder's bid.

The bidders shall be liable to be disqualified in case of applying extraneous pressures or other unhealthy influences in dealings with PTCL.

The bidder shall provide a certificate duly attested to the affect that extra payment in the form of commission, over and above the contracted value, has neither been paid nor shall be paid to any authority in Pakistan.

15. MISSING ITEMS

Any item inadvertently omitted from BOQ which may be reasonably implied and obviously necessary for the completion and efficient performance & operation of the Copper Network in accordance with the specifications may possibly be opted from the already approved frame agreement of the regions of the zone upon the approval of concerned EVP and same shall be deemed to have been included in the Contract price.

16. CORRESPONDENCE

The contractor shall not indulge into correspondence with unconcerned offices and organizations within or outside PTCL prior to the award of the contract or later. Officer authorized in this connection are given below: -

Regional General Manager
RTR Rawalpindi
Address: Region Office RTR Rawalpindi Cantt
Phone: 051-5563461
Email: arslan.haider@ptcl.net.pk

SE Development & Planning RTR
RTR Rawalpindi
Address: Region Office RTR Rawalpindi Cantt
Phone: 051-5582067
Email: muhammad.asif2@ptcl.net.pk

PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED

SECTION 2

TERMS & CONDITIONS OF CONTRACT

1. BID BOND

1.1. Bidder should submit a bid bond amounting Rs. 100,000/ in shape of Pay order or DD in the name of SM Finance ITR/RTR, PTCL, Islamabad.

2. CONTRACTOR'S STAFF

2.1. In case of sickness of any of the Contractor's staff members lasting longer than six weeks per year the Contractor shall replace him with another member of at least the same qualification. Sickness of the Contractor's staff shall not affect any work and shall not change any Contracted rates/conditions.

2.2. If the Contractor has to withdraw or replace its staff during the contract period, the cost shall be borne by the Contractor.

2.3. PTCL will promptly inform the Contractor of any claims in respect of patent rights, copyrights, registered designs or other intellectual property rights and shall make no settlement thereof without giving to the other prior notice of the claims and a reasonable opportunity to deal with the same.

3. INSURANCE

3.1. The Contractor shall carry and maintain during the performance of the Services under this Agreement, Worker's Compensation and Employers Liability Insurance covering Contractor's Employees in accordance with statutory requirements at location of services and such other insurance coverage normally carried by Contractor insuring against injury, loss or damage to persons and property caused by Contractor's activities. PTCL shall not maintain any insurance on behalf of Contractor covering loss or damage to any property of Contractor.

3.2. The works/goods shall be fully insured by the contractor in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning.

3.3. All works/goods shall remain insured by the Contractor till the issuance of completion certificate by PTCL covering all risks including but not limited to theft, pilferage, damage, deterioration, breakage etc.

4. TAXES AND DUTIES

4.1. The Contractor shall be responsible for all taxes including GST, duties, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the final delivery of the Goods or other obligations regarding services.

4.2. Any increase or decrease in the rates of GST (if any) in case of local component shall be to the cost or benefit of the PTCL till final execution of the contract.

4.3. Withholding tax shall be deducted as per applicable tax laws in Pakistan.

4.4. Any increase or decrease in rates of duties and Taxes prevailing as on the date of contract shall be to the cost or benefit to PTCL.

4.5. The contractor will fully inform itself of all Pakistani tax regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

5. ACCEPTANCE OF SERVICES

5.1. On completion of the Services, the Contractor shall declare the completion to PTCL and submit the specified deliverables.

6. RULING LANGUAGE

6.1. This Contract is made in English, which shall be considered to be the "Ruling Language". All correspondence between the parties, reports, studies, technical data, certificates and all documents relating to the Contract shall be in English.

7. LICENSE/APPROVALS

7.1. The Contractor is responsible for obtaining all kinds of Licenses/Approvals e.g. municipality license, NOC etc as required by law and any Government Agencies for completion of the work if required and Payment to concerned civic agency be made by PTCL. Any delay in receiving of Licenses/Approvals shall not be considered as "Force Majeure".

8. MAINTENANCE AND DEFECTS

8.1. Period of Maintenance shall be calculated from the date of completion of the Works certified by PTCL.

8.2. The Contractor shall execute all such work of repair, amendment, reconstruction; rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by PTCL during the Period of Maintenance or as listed in the inspection report fourteen (14) days prior to the end of maintenance inspection made by PTCL. Request for end of maintenance inspection shall be made by the Contractor.

9. COMPLETION CERTIFICATE

9.1. Within sufficient time before the expiry of the time for completion of work on case to case basis, the Contractor shall issue a request for inspection by PTCL accompanied by an undertaking to finish any outstanding Works within the last day of the original completion period.

10. CRITERIA FOR COMPLETION OF WORKS

10.1. The Works shall not be deemed to have been completed unless the following criteria have been met in addition to any other conditions stipulated in the Contract:

a. All tests that are required to be carried out to materials, equipment, fittings and any item or component of the Works have been carried out in the various manners described in the Contract and all materials, equipment, fittings and any such item or component so tested have been shown by the tests to comply with the Contract and to the satisfaction of PTCL.

b. The Works are in a condition such that PTCL can immediately occupy all the Works and use all of the Works to his full advantages and for the purpose for which it is intended to be used without hindrance or disruption from any employee, item of equipment, item of Temporary Works or temporary or surplus material of Temporary Works or temporary or surplus material of the Contractor.

11. DOCUMENTS FOR PAYMENT

- a. Copies of the Contractor's invoice (s) showing Goods/Services description, quantity, unit price, total amount invoice being valid for Sales refund claim.
- b. Manufacturer's/Contractor's warranty certificate.
- c. Consignee's certificate that the Goods/services have been received in good order and condition.
- d. Documentary evidence of GST payment.
- e. PAT Completion Report. Successful handing taken over letter.
- f. Service entry sheet (SES) or Service Acceptance Note (SAN). Or any other documents as required as per company manual

12. CERTIFICATES AND PAYMENTS

a. Time of Payment

Payment upon completion of each case will be made according to the terms and conditions of payment of respective issued purchase order. **Correction of Certificates**

b. Currency of Payment

All monetary statements, estimates and payments shall be submitted in Pakistani Rupees. Payments by PTCL to the Contractor shall be made in the Republic of Pakistan and in Pak Rupees.

13. METHOD OF PAYMENTS

13.1. The contractor may opt for payment through Cross Cheque issued from office of SM Finance ITR/RTR, Islamabad.

13.2. Deduction shall be made from payment to contractor on account of penalty in accordance with clause of tender documents upon advice from Project Director about the quantity of goods and services and related period of delay.

14. SCHEDULE OF PAYMENT

14.1. 100% (hundred percent) of amount will be paid upon successful completion of the PAT.

15. LIQUIDATED DAMAGES

If the Contractor delays the submission of deliverables/completion of services by the specified date the Contractor shall pay to PTCL as and by way of liquidated damages resulting from the delay, the aggregate sum of one percent (1%) per week of total price and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of twenty five percent (25%) of the total Contract price.

16. ASSIGNMENT

The Contractor shall not have the right to assign or transfer benefit and obligations of this Contract or any part thereof without prior written approval of PTCL.

16.1. The Performance Bond shall be unconditionally confiscated in full without recourse if the contract is terminated by PTCL.

17. TERMINATION OF THE CONTRACT BY CONTRACTOR

17.1. The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure duly accepted by the Project Director (PD)

18. LIABILITY OF THE CONTRACTOR

18.1. The Contractor is liable for the consequence of all errors, negligence and omissions on its part or on the part of its experts in relation any and all works done under this Agreement.

19. SETTLEMENT OF DISPUTES

19.1. All disputes arising out of or in connection with the Agreement shall be referred to a committee comprising of Senior Members of the parties, failing which the disputes shall be finally decided by appointing a sole arbitrator within 30 days from committee's decision and the arbitration shall be conducted under Pakistan Arbitration Act 1940 (as amended). The place of arbitration shall be Islamabad. The decision of the Arbitrator shall be binding on the parties. The parties agree to submit to the jurisdiction of the Courts at Islamabad and Laws of PAKISTAN.

20. ENTIRE AGREEMENT

This Agreement shall be the entire Agreement between the parties and shall supersede any understanding between the parties prior to the conclusion of this Agreement.

APPENDIX A

BID FORM

To,
Pakistan Telecommunication Company Limited
RTR, Rawalpindi Region.

Dear Sir,

Having examined the conditions of contract and specifications including Addenda Nos. (_____) the receipt of which is hereby duly acknowledged, we the undersigned, offer our services on the conditions of contract and specifications for the sum of (Total Bid amount for goods and services in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete the delivery of goods and services as specified in the contract within the case to case implementation schedule effective from the date of signing of agreement.

We agree to abide by this bid for a period of (_____) days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance here of in your notification of award shall constitute a binding contract between us.

