**REQUEST FOR QUOTATION**

**(RFQ)**

**FOR**

**FRAME RATES OF CIVIL, ELECTRICAL/POWER & FIRE ALARM SYSTEM WORKS OF PE CONSOLIDATION PROJECT (UPLIFTING / SITE READINESS OF PTCL EXCHANGES) IN TELECOM REGION NTR-I (PESHAWAR), NTR-II (D.I.KHAN) & HTR (ABBOTTABAD)**

**TABLE OF CONTENTS**

**Serial Description Page Number**

1. Tender Notice .. 3
2. Instructions to bidders .. 4
3. Bidders Obligation .. 4
4. Submission method of bids and deadline .. 5
5. Clarifications .. 5
6. Bid Price .. 5
7. Bid Opening and Evaluation .. 7
8. Price Negotiation .. 9
9. Award of Contract/PO. .. 9
10. Notices………………………………..……………………………………………... 10
11. Consignee…………………..……………………………………………………….. 10
12. Correspondence .. 10
13. Intellectual Property Right…………………………………………………………. 10
14. Affirmation . 11
15. Standards & Specifications 11
16. Confidentiality of Information 11
17. Quality ………………………………………………………………………..…… 11
18. Warranty 11
19. Rejected Works/Goods 12
20. Assignment 12
21. Contract/PO Amendment 12
22. Delivery 12
23. Delivery Schedule / Completion period 12
24. Insurance………………………………………………………………… ............. 12
25. Transportation 12
26. Inspections & Handover 13
27. Removal of Defects 13
28. Final Acceptance Testing 13
29. Prices…… 13
30. Payment 14
31. Taxes & Duties 15
32. Indemnity 15
33. Schedule of Payments for Goods 15
34. Duties & Responsibilities 15
35. Amicable Settlement 16
36. Force Majeure 16
37. Termination of Contract/PO 17
38. Liquidated Damages ………………………………………………………. 18
39. Effective Date of Contract/PO……………………………………………… 18
40. Annex A - Technical Bid 19
41. Annex B - Commercial Bid/BOQ 21
42. Final Site List North ………………………………………………………………. 22

 **TENDER NOTICE**

**FRAME RATES OF POWER, CIVIL AND FIRE ALARM SYSTEM WORKS OF PE CONSOLIDATION PROJECT (UP LIFTING / SITE READINESS OF PTCL EXCHANGES) IN PTCL TELECOM REGIONS NTR-I, NTR-II & HTR**

1 Sealed bids are invited from Vendors / Firms for Frame Rates of Power, Civil and Fire Alarm System Works of ISP PE Consolidation Project (up lifting of PTCL Exchanges) in NTR-I, NTR-II & HTR. Bids must be received duly completed in all respects.

2.SeparateTechnical and Commercial bids required to be submitted up to **24th of April, 2020 before 01:00 PM** in the office of **Senior Manager (Regional Procurement) NTR/HTR at Room # 217, Telephone House, 1-The Mall, Peshawar Cantt.**

3. Bids should be marked as

a) “Technical Bid for Power, Civil and Fire Alarm System Works of ISP PE Consolidation Project for **NTR-I, NTR-II & HTR.**

b) “Commercial Bid for Power, Civil and Fire Alarm System Works of ISP PE Consolidation Project for **NTR-I, NTR-II & HTR.**

4. The Bids must be accompanied by an amount of **Rs. 50,000/-** as security in the form of CDR / DD in the name of “**SM Finance PTCL Peshawar”**.

### 5. Bids received after the above deadline shall not be accepted and will be 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. Vendor registration is mandatory for all the vendors interested to engage in business with PTCL. Unregistered vendors would be required to get registered with PTCL for this purpose before award of work.

8. All the rates must be inclusive of all taxes.

### 9. All correspondence regarding any clarification about the subject tender may be addressed to the undersigned.

**Senior Manager (Regional Procurement) NTR/HTR,**

**Room # 217, Telephone House, 1-The Mall, Peshawar Cantt**

**Email: ibrar.hussain1@ptcl.net.pk**

**PH: 091-5276013**

**Instructions to Bidders**

1. Vendor registration is mandatory for all the vendors interested to engage in business with or supply material/services to PTCL. Unregistered vendors are required to get registered with PTCL for this purpose.
2. Bidders are expected to examine all instructions, forms, terms and conditions, specifications before bidding. Failure to furnish complete and accurate information as required by PTCL may result in rejection of the bid.
3. All the goods / products / services provided to PTCL must be from eligible source countries i.e. all the countries except Israel. Violation of this, if comes to the knowledge of PTCL any time even after the contract/PO, will result into black listing of the firm.
4. The bidder shall bear all costs associated with the preparation and submission of bid. PTCL will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
5. Sing & stamp each page of this tender document & submit it along with technical bid.
6. **BIDDERS’ OBLIGATIONS:**
	1. **INTRODUCTION:**

PTCL intends in development of Inside Plant (ISP) PE (Power Equipment) Consolidation Project (uplifting of PTCL Exchanges) in Telecom Region NTR-I, NTR-II & HTR under General Manager (NODs) for Power, Civil and Fire Alarm System works to uplift PTCL Exchanges.

* 1. **SCOPE OF WORK:**
1. The scope of work is a comprehensive development including Power, Civil and Fire Alarm System works and all other requisites whether of a temporary or permanent nature required for development of PTCL Exchanges.
2. The bidder shall perform and complete all civil, electrical, mechanical and miscellaneous works and provide all materials and equipment, to the satisfaction of PTCL.
3. If any works/items are missing but essentially required for the successful completion of the work, such works shall be included and shall be part of the bidder’s offer.

 **1.3 INSPECTION OF SITE AND SUFFICIENCY OF BID:**

**1.3.1**. The Bidder shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his bid as to the nature of the required works, site office, workers camp, quantities and nature of access to the site …etc, that he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his bid.

**1.3.2**. The Bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Schedule of Work/items/quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper satisfactory completion of the work.

**1.3.3**. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

* + 1. **Submission method of bids and deadline**
1. Bidders participating in tenders shall be requested to make two separate submissions in two separate sealed envelopes. One sealed envelope shall contain the technical offer (un-priced bid) along with specifications and all other technical details. This envelope shall be clearly marked as **“Technical Offer”.**
2. Second sealed envelope shall contain the commercial offer (Priced Bid) with the cost as per the company price schedule / bill of quantity (BOQ). This envelope shall be clearly marked as **“Commercial Offer”.**
3. Both of the above mentioned sealed envelopes must bear PTCL request for proposal / request for quotation reference number. **No other details such as name of tenderer or any other reference shall be mentioned on these envelopes.**

**2.1) TIME AND PLACE OF DELIVERY**

 The sealed offer should be dropped in the box available at **Room No. 217** **Telephone House, 1-The Mall, Peshawar Cantt** before **01:00 PM** as on **24-04-2020**.

### 2.2) BIDS RECEIVED AFTER DATE AND TIME

### Bids received after the above deadline shall not be accepted and be returned unopened.

###  2.3) PTCL RIGHT

###  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.

* + 1. **Clarifications**
1. Bidders may raise queries and questions during the tender period, all such clarifications shall be addressed to Senior Manager Finance – I North as a focal point and tender custodian.
2. The deadline for submission of any clarification shall be 3 working days before the bid closing / submission date and no clarification from any bidder shall be entertained during last 3 days.
3. All types of communication regarding clarification shall be conducted by mail or email through Senior Manager (Regional Procurement) NTR/HTR who will accept bidder’s queries only up to the cutoff date (three working days before the bid closing / submission date). Response shall be compiled by PTCL concerned Department(s) and common queries will be forwarded to all bidders. If a specific enquiry is raised with regard to a product / issue that does not apply to other bidders, the reply shall only be sent to that specific bidder raising the enquiry.
4. In case many queries are received from the various bidders, the response shall be consolidated in a bulletin and forwarded to all bidders.
	* 1. **Bid Price**
5. The Price Schedule shall be completed in accordance with the list of Items / Bill of Quantity. In case the price schedule is in different format than the List of Items / BOQ, the bid will be rejected.
6. Bid Price / Bid must be valid for the project period.
7. The price of the goods / services shall be quoted on D.D.P basis in Pak Rupees i.e. including all custom duties, GST and other taxes, delivery, insurance and all expenses incurred till final delivery of goods to consignee. The taxes and duties livable in Pakistan at the time of signing of the contract/PO 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 Rupees devaluation against foreign currencies.
8. The prices quoted must be full and final inclusive of all taxes. Bid with conditional prices shall be taken as non-responsive and shall be rejected.
9. Price indicated on the Price Schedule shall be entered in the following manner:
	1. The prices of the goods/works shall be quoted including all custom duties, taxes, inland transportation, loading / unloading, insurance and other local costs incidental to the delivery of goods to their final destination(s).
	2. The bidder’s separation of price components will be solely for the purpose of facilitating the comparison of bids by PTCL and will not limit PTCL right to contract/PO on different terms (package wise, list wise, item wise or any other combination).
	3. Discount if any shall be applied on itemized BOQ. Free of cost items, if quoted, shall be supplied free of cost irrespective of its quantity for the execution of this contract/PO including the period of warranty.

**4.1 Bid Security**

4.1.1 The Bidder shall furnish, as part of its bid, an amount of Rs.50,000/- as security in the form of CDR / DD in favor of “**SM Finance PTCL Peshawar”**. Original bid security must be kept in the commercial bid. A certificate should be attached in the Technical Bid certifying that the Bid Security of Rs.50,000/- has been kept in the Commercial Bid.

4.1.2 Un-successful Bidder’s bid security will be discharged/returned after the finalization of the tender.

4.1.3 The successful Bidder’s bid security will be discharged upon receipt of the Bidder’s performance security, and signing of the contract/PO.

4.1.4 The successful Bidder will be required to keep his bid security valid till the Contract/PO is signed with PTCL for the supply of goods.

4.1.5 The bid security may be forfeited against following contractual violations:

* If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, and
* In the case of successful Bidder, if the Bidder fails to sign the contract/PO or fails to furnish the Performance Security.

**4.2. Period of Validity**

4.2.1 Bids shall remain valid for Three hundred sixty five 365 days after the date of bid opening prescribed by PTCL. A bid valid for a shorter period shall be rejected by PTCL as non-responsive.

4.2.2. The first extension by another sixty days of the bid and bid bond validity at the end of the original validity period, in case the tender has not been finalized as yet, shall be automatic and responsibility of bidder without being informed by PTCL.

4.2.3 The bidder shall inform PTCL of the expiry date of its bid and bid bond validity date in writing 15 days prior to the expiry date of the first extension and in response PTCL shall ask for an extension or otherwise as it deems fit. The period of extension shall be decided by the PTCL. All subsequent extensions shall be on PTCL requests.

4.2.4 Bid Security (Bid Bond) withdrawal after the expiry of the initial bid bond validity or non-extension of the bid validity and/or bid bond validity shall automatically render the bidder disqualified for consideration of the award of tender/contract/PO.

* + 1. **Bid Opening and Evaluation**

**(i) Technical Bids Opening and Evaluation**

1. The technical offers shall be opened by the Regional Procurement Committee; thereafter technical offers shall be evaluated.
2. Corresponding commercial offers shall remain in the safe custody of Manager (Regional Procurement) until completion of the technical evaluation.
3. During technical and / or commercial evaluation, offers may be incomplete with missing information and other ambiguities. The evaluation committee shall request bidders through Senior Manager (Finance –I) North to provide any missing details or clarify ambiguous issues. All clarifications shall be compiled and requested in one single correspondence from the concerned bidders.
4. Bidders should submit the response to clarification in sealed envelopes which to be opened by tender evaluation committee who shall integrate the response into their evaluation for technical conclusion.
5. In case presentation is required from vendor, the same shall be arranged by formal notification through Regional Procurement.
6. The short listed successfully acceptable bidders shall be ranked in terms of technical excellence for further commercial evaluation of their offer. Commercial bids of un-successful technical bidders will not be opened and evaluated.
7. Commercial sealed bids of technical unsuccessful bidders will be returned un-opened.
8. **Technical Terms & Conditions:**
9. Bidder will be responsible for any damage to existing infrastructure, building, tower, equipment etc. during execution of work.
10. Bidder will be responsible for removing of all discrepancies pointed out during PAT.
11. Vendor will arrange all Equipment, Machinery & Tools required for completing the work.
12. PTCL Team will depute a POC who will be responsible for all coordination and support to vendor for completing the work. Furthermore, the same POC/Manager will be fully responsible for qualitative and quantitative performance of works.
13. In order to ascertain the technical competency of the Bidder, Bidder is therefore bound to enclose copies of P.O / work order / contract signed with PTCL or any other reputed firm and also attach company profile along with the bid document.
14. Vendor will be responsible for execution of job as per drawings, standard / specifications & BoQ provided by PTCL. In case of any deviation pointed out by PTCL, PTCL reserves the right to stop, block the work and deduct the payments until execution of job as per specifications. No claim what so ever will be acceptable by PTCL and PTCL also reserves the right to cancel the PO and declare the vendor disqualified for future tender / frame contracts / award of works.
15. PTCL reserve the right to award / distribute the work to more than one vendor.
16. Three (03) years of relevant field experience in PTCL / NTC or any well reputed or organization is mandatory for taking part in bidding process.
17. **Commercial Bids Opening and Evaluation**
18. The commercial bids opening date will be fixed by Regional Procurement after clearance of technical evaluation.
19. Regional Procurement Committee shall open the commercial offers of technically compliant bidders for Commercial evaluation.
20. The commercial evaluation committee shall check and verify the compliance of all short listed bidders with the RFQ terms and conditions. Any non-compliance should be highlighted.
21. Price comparison shall be prepared by the Regional Procurement Committee from the tender offers based on the established Bill of Quantity
22. Price adjustments shall be taken into account if offers are not fully compliant / below specifications in order to arrive at a rational price. Price adjustments shall not be considered if offers are technically of higher specifications / including additional items or facilities not requested in the tender. Also spare parts as well as test equipment should not be considered for price adjustment.
23. Optional items shall not be evaluated unless they are required and needed to be procured, in which case they should be evaluated technically and financially as part of the whole evaluation.
24. Previously offered prices from invited bidders should be compared with current offers taking into account fluctuations, exchange rate and market conditions.
25. Based on the lowest price offers for the various items, committee shall consider recommendation for award of Contracts / Purchase Order(s) to one or more Contractor / Supplier on the basis of their offered lowest prices of such different items, as the need / requirement may dictate, taking into account the feasibility of such award in terms of the overall cost and urgency impact. Otherwise, the recommendation for award should be considered to one or more contractor / supplier based on the best lowest overall offer(s).

iv) **Financial Terms & Condition**

1. Rates will be valid for one year from the date of signing of frame contract and could be extendable on mutual willingness. This Frame Contract is specifically meant for PE consolidation Project in North Zone.
2. Bidder is required to submit Bid Bond amounting to Rs. 50,000 (Rupees Twenty thousand only) in shape of DD / PO in the name of SM (Finance) Islamabad PTCL which will be release on expiry of Frame contract.
3. Bidder is required to submit a confirmation of submission of bid bond in Technical offer without mentioning price.
4. **Force Majeure:** The Vendor shall not liable for forfeiture of its performance bond or any penalty or termination for default, if and to the extent that, its delay in performance is the result of an event of Force Majeure.
5. **Payments:** All payments are subject to deduction of LD Charges (if any) and withholding tax as per prevailing rules.
6. Vendor shall provide warranty in writing for the period of time mentioned in PO till PAT (as per PTCL SOP) for all the goods supplied /Services against the BOQ. In case of any defect/fault found in the goods supplied/ Services by the vendor, Vendor is responsible to replace the faulty good on his own cost.
7. The Vendor shall pay to PTCL as liquidated damages with respect to those delays in milestones as defined in the P.O. For payment milestones damages will be charged at one percent (1%) per week or any part thereof upto initial maximum delay of 05 weeks, then 2% per each subsequent week of delay to a total of 20% of the total value of P.O. Once the maximum is reached, PTCL shall forth with terminate the P.O.
8. Payment Terms and Conditions are as follows:-
9. 100% payment will be made on successful PAT of assigned work in P.O, confirmation mails from S.E / Manager concerned and verification of invoice, GRN and SAN by S.M Dev. (concerned).
10. The following documents should be submitted for payments in this office
11. For pre-PAT payment Bidder should submit
12. Invoice duly verified by concerned SE / Manager.
13. SAN / GRN duly verified by concerned S.E / Manager / S.M / G.M.
14. PO./ Letter of Intent issued by PTCL
15. PAT Offer e-mail of S.M to G.M Quality Assurance (hard copy).
16. PAT Documents signed by all stake holders
17. Rates must be exclusive of GST & SST. All prevailing Taxes as per rules of Govt. of Pakistan shall be applied accordingly.
18. If the Contractor fails to deliver any or all of the goods or perform the services in accordance with the delivery milestones specified in the PO. PTCL shall have the right to terminate the contract / P.O forthwith or claim liquidated damages, unless solid justification.
19. SAP P.O will be issued by RPC for each site while Bidder will provide copy of LOI for starting up the process and execution of work.
	* 1. **Price Negotiation**

After commercial evaluation, Regional Procurement Committee will carry out Price Negotiation with first three lowest bidders or all bidders to offer discount during negotiation meeting to be confirmed with signatures by the authorized Bidder’s representatives. On completion of comparison, a final report shall be prepared with recommendation of award to selected bidders.

* + 1. **Award of Contract/PO**

PTCL will award contract/PO to the successful bidder whose technical and commercial bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid after Price Negotiations.

1. The contractor shall under no circumstances sublet or assign the work or contract without the prior written approval of PTCL: otherwise its security shall stand forfeited by PTCL.
2. The contractor shall strictly comply with all the terms and conditions contained herein or in the Tender documents. In case of dispute between contractor and any supervisory officer(s) of the Division, the decision of the General Manager (Finance) Business Zone North, PTCL Islamabad will be final. In the event that the contractor violates/commits breach of any terms and conditions of this contract the General Manager (Finance) Business Zone North, PTCL Islamabad can exercise the powers to cancel the contract and forfeit the security in whole/partial as well as forfeit any outstanding bills of the contractor and credit to the PTCL accounts, this decision will stand unchallenged in any court of law.
3. The contractor will be bound to comply with the work order delivered after approval of tender. A penalty of 0.5 % of the contract value per day will be imposed if the contractor fails to take work in hand within 7 days after issuance of receipt of work order. The same penalty is also applicable for delayed performance of work beyond the specified period. After 20 days the Work order shall be treated as cancelled.

* + 1. **Notices**
1. Any notice given by one party to the other pursuant to this contract/PO shall be sent in writing or by e mail and confirmed in writing to the address specified for that purpose in the Special Conditions of contract/PO.
2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
3. PTCL will not be liable against any verbal commitment

**9. Consignee**

Senior Manager (Regional Procurement) NTR/HTR

Room # 217, Telephone House, 1-The Mall, Peshawar Cantt.

Email: ibrar.hussain1@ptcl.net.pk

Phone: 091-5276013 / 0334-4442425

**10. Correspondence**

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

Senior Manager (Regional Procurement) NTR/HTR

Room # 217, Telephone House, 1-The Mall, Peshawar Cantt.

Email: ibrar.hussain1@ptcl.net.pk

Phone: 091-5276013 / 0334-4442425

* 1. **Intellectual Property Right**
1. The Contractor shall fully indemnify the 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 the Service, Software and Equipment supplied by the contractor.
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 Service, Software and Equipment supplied by the Contractor under the Contract/PO is made or in the contractor’s reasonable opinion is like to be made, the contractor may at its own expense modify or replace the service, Software and Equipment, 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.
	1. **Affirmation**

 No official or employee of PTCL shall be admitted to any share or part of this Contract/PO or to any benefit that may arise there- from.

a) The Contractor declares and affirms that:

 The Contractor and its shareholders, directors, officers, employees, and agents have not paid nor undertaken to pay, any bribe, pay-off, kick-back or unlawful commission. The Contractor and its shareholders, directors, officers, employees, and agents have not in any way or manner paid any sums, whether in Rupees or a foreign currency and whether in Pakistan or abroad, given or offered to give any such gifts and presents in Pakistan or abroad, to any official or employee of the PTCL or any other person to procure this Agreement. The Contractor undertakes not to engage in any of these or similar acts during the term of this Agreement.

b) The contract/PO shall be liable for cancellation during any time of execution if such an act is proved.

c) The Contractor shall sign a declaration on stamp paper as per statement above.

* 1. **Standards & Specifications**

The Works/goods supplied under this contract/PO shall conform to the standards mentioned in the Technical Specifications, and when no applicable standards is mentioned, to the authoritative standard appropriate to the good's country or 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 and strict version will hold good.

* 1. **Confidentiality of Information**
1. The Contractor shall not, without PTCL's prior written consent disclose the contract/PO, or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of PTCL in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract/PO. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The contractor shall not, without PTCL's prior written consent, make use of any documents or information except for purposes of performing the contract/PO.
3. Any documents, other than the contract/PO itself, shall remain the property of PTCL and shall be returned (in all copies) to PTCL on completion of the contractor's performance under the contract/PO if so required by PTCL.
	1. **Quality**
4. The materials and workmanship of the supplies (software and hardware) provided under the contract/PO must be of the highest quality and free from any defects, which remains the responsibility of vendor/ supplier.
5. All goods/Services supplied against this RFQ shall be brand new, latest version and shall carry minimum of 12 months unconditional warranty against manufacturing defects supported by warranty certificates.
	1. **Warranty**
6. The contractor warrants that the Works/goods supplied under the contract/PO are new, un-used, of the most recent or current models and incorporate all the latest improvements in design and materials unless provided otherwise in the contract/PO. The contractor further warrants that all goods supplied under this contract/PO shall have no defect arising from design, material or workmanship (except in so far as the design or material is required by PTCL's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
7. This warranty for complete repair, renovation and services shall remain valid for 12 (twelve) months after issuance of by the Consignee or PAC / Acceptance (if applicable).
8. PTCL shall promptly notify the contractor in writing of any claims arising under this warranty.
9. Upon receipt of such notice, the contractor, with all reasonable speed, repair or replace the defective Works/goods or part thereof, without costs to PTCL other than, where applicable, the cost of inland delivery of the repaired / replaced goods or parts from the port of entry to final destination.
10. If the contractor, having been notified, fails to remedy the defect(s) within of fifteen (15) days, 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 accrued or will accrue to PTCL against the contractor under the contract/PO.
11. Contractor shall promptly correct at no cost to PTCL, any defect in any work of correction executed previously, upon receipt of written notice of defect within 12 months warranty period from the acceptance of the corrected defect.
	1. **Rejected Works/Goods**

Damaged or wrongly supplied or poor quality Works/ Goods shall be rejected and replaced by supplier without any additional cost to PTCL.

* 1. **Assignment**

The contractor shall not assign, in whole or in part, its obligations to perform under this contract/PO, except with PTCL's prior written consent.

**19. Contract/PO Amendments**

No variation or modification of the terms of the contract/PO shall be made except by written amendment signed by the parties.

**20. Delivery**

Delivery should be made for full Works/Project to the full satisfaction of PTCL

* 1. **Delivery Schedule/Completion Period**

 The repairing & Maintenance of PTCL Assets, Renovation, provision of all labor, materials, temporary works and all other requisites whether of a temporary or permanent nature required for completion of the work target date and time given in purchase order.

* 1. **Insurance**

The Works/goods shall be fully insured by supplier against any loss or damage till issuance of PAC or for any extended period as instructed by PTCL and price thereof is included in contract/PO price.

* 1. **Transportation**

The transportation of all goods to the final destination as specified in the contract/PO shall be arranged and paid for by the contractor, and the price thereof is included in the contract/PO price, except for stores provided by PTCL.

* 1. **Inspection & Handover**

The Vendor/Contractor shall notify the actual completion date to PTCL prior to the contractual completion date stipulated herein, following which PTCL nominated inspectors/take over committee shall inspect the project works for the purpose of substantial completion and shall establish any defects/snag list which to be acknowledged and signed by the Vendor/Contractor.

If the snags/defects in the project works are minor, then the Assets may be considered for taking over by PTCL, otherwise the work cannot be considered substantially completed and thus inspection would have to be rescheduled.

**Snag List**

1. Snags/deficiencies whether major or minor shall be cleared by and/or at the sole cost of the Vendor/Contractor within a specific period of time to be agreed with PTCL representatives/inspectors at time of Handover inspection, thereafter PAT documents may be prepared and signed as per PTCL procedure. If Contractor/Vendor fails to clear the snags during the agreed time period, PTCL shall complete and clear such snags and deduct the cost thereof from the Contractor’s/Vendor’s final invoice.
2. Upon the successful completion of the project including any pending snags, a Provisional Acceptance Certificate (PAC) will be issued by the PTCL.
	1. **Removal of Defects**
3. The contractor shall make good with all possible speed all defects arising from defective design, material or workmanship or from any act of omission of the contractor and those which may develop under the condition provided for by the contract/PO and under proper use of the goods or any portion during 12 (twelve) months after issuance of Provisional Acceptance Certificate. If any such defect shall occur, PTCL or his authorized representative shall promptly inform the contractor stating in writing the nature of the defect. If the contract/PO or replaces or renews any part of the works/goods, provision of this paragraph shall apply to the part of the works/goods so replaced or renewed subject to the substitutions, for the words “DURING 12 (twelve) months AFTER ISSUANCE OF THE PROVISIONAL ACCEPTANCE CERTIFICATE” as mentioned above by the words “12 (twelve) months FROM THE DATE OF REPLACEMENT OR RENEWAL”. This renewal/replacement shall be at site and at the cost of the contractor without any expenses on part of PTCL.
4. If any such defects as aforesaid be not made good within 15 days PTCL may proceed to do the work at the contractor’s risk and expense.
5. If it is reasonably practicable for a defective part to be returned to the contractor and the contractor shall call for its return, PTCL or his authorized representative shall cause it to be returned to the contractor freight collect and the defective part shall become the property of the contractor.
	1. **Final Acceptance Certificate**

The Final Acceptance Certificate will be issued subject to the completion of warranty period and satisfactory operation / performance after Provisional Acceptance Certificate, replacement of defective parts and materials and removal of all discrepancies.”

* 1. **Prices**

The prices set forth in the Contract/PO are firm and final till final execution of this Contract/Agreement and receipt of entire works/Goods by consignee in good order and condition. No variation what so-ever shall be acceptable to PTCL with the exception of any price adjustments authorized by the conditions of the contract/PO.

* 1. **Payment**
1. The type, method and conditions of payments specified in the following paras are applicable. Payment will be made in Pak Rupees only.
2. The contractor’s request’s for payment shall be made to PTCL in writing, accompanied by an invoice describing, as appropriate, the works/goods delivered and services performed, and by shipping documents, submitted pursuant to paragraph (Documents Required for Payment) and fulfillment of other obligations stipulated in the contract/PO.
3. Payments shall be made by PTCL on submission of an invoice/claim by the contractor subject to availability of pre requisite documents specified under the contract/PO.
4. For projected works, 90% payment shall be made upon receipt of invoice upon Provisional Acceptance Certificate (PAC) and remaining 10% shall be paid after end of warranty period.
5. The total amount to be paid to the successful contractor shall be the contract/PO price adjusted to give effect to such additions there to and deductions there from as are provided under the conditions of contract/PO.
6. Supplier/manufacturers shall be paid through Cheque/Online transfer against presentation of documents as enumerated in clause (Documents) after verification by the Consignee and adjustment of penalty (if any) on account of late delivery and/or defective works/goods.
7. Payment is subject to deductions of tax on supplier’s contract/PO, from the relevant invoices of supplier and paid to the Tax Authorities, except those especially exempted by the authorities. The paying authority will issue certificate of deductions to the Vendor/contractor to enable him to settle tax returns with the concerned authorities.
8. Contractor shall provide Proof of Payment of Central Excise Duty and Sales Tax in the shape of Paid Challan and Sales Tax invoice to PTCL for the delivered goods at the time of submission of claim for payment. In case a contractor claims exemption from the Central Excise Duty and / or Sales Tax, then a current certificate, issued by relevant authorities, shall be provided to PTCL.
9. The contractor shall submit documentary evidence for payment of GST paid by him to the concerned authorities at the time of submission of invoices to PTCL for payment as applicable.
10. **Documents Required for Payments**
11. Complete shipment of order is required unless otherwise specified in the delivery schedule clause / Purchase Order as applicable.
12. For payment purpose, the following documents should be sent to Senior Manager (A&P) of the Region.
13. Signed Original Invoices being valid for GST referred claim as per details mentioned in the delivery documents
14. Goods Receipt Note (GRN) signed by the concerned unit in-charge (BM/ SE / Manager) as per SOP.
15. Certificate of Origin
16. Copy of Performance Bond verified by PTCL that the original has been received.
17. In case of invoice for services the certificate from authorized representative of PTCL that services have been received as per contract/PO.
18. Statement of accounts and all queries regarding payment should be addressed to Senior Manager (A&P) of the Region.
	1. **Taxes and Duties**

The Vendor shall be responsible for the payment of all taxes, duties etc. incurred or accrued until the final delivery of the Goods or other obligations including services. 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 supplier invoices as per prevailing rates.

* 1. **Indemnity**

The Vendor/Contractor shall fully indemnify PTCL against all actions, claims, damages and cost incurred by reason of any infringement of any intellectual property rights or against any kind of third party’s claim with respect to supplied goods.

* 1. **Schedule of Payment for Goods**

31.1 100% (Hundred percent) of amount will be paid to work performed upon presentation of invoices. However, for projected works, 90% payment shall be made upon receipt of invoice upon Provisional Acceptance Certificate (PAC) and remaining 10% shall be paid after end of warranty period. Payment of invoices will be processed on receipt of GRN duly signed/verified by the Executing officers/Project Director that work performed satisfactorily according to PTCL Standard and specification as per SOP.

* 1. **Duties and Responsibilities**
1. **Contractor’s Negligence**

The contractor shall indemnify PTCL in respect of all injury or damage to any person or to any property and against all actions, suits, claims, demands, charges and expenses arising in connection herewith which shall be occasioned by the negligence or breach of statutory duty of the contractor, any sub-contractor before whole of the project has been finally accepted.

1. **Delays in Performance**
2. Delivery of the Works/goods shall be made by the contractor in accordance with the time schedule specified in the schedule of requirement. However any delay in arranging funds to finance the project will be to contractors account.
3. Any unexcused delay by the contractor in performance of its delivery/project completion obligations shall render the contractor liable to any or all penalties, charges of the works/goods and performance of services or termination of the contract/PO, the contractor shall promptly notify PTCL in writing of the fact of the delay, its likely duration and its causes.
4. **Contractor’s Default**
5. If the contractor neglect to perform the contract/PO with due diligence and expedition or shall refuse/or neglect to comply with any reasonable orders given to him in writing by PTCL or any of his authorized representative in connection with the performance of the contract/PO or shall contravene the provisions of the contract/PO, PTCL may give notice in writing to the contractor to make good the failure, neglect or contravention complained of.
6. Should the contractor fail to comply with the said notice, within a period of fifteen (15 days) from the date of service thereof, it shall be lawful for PTCL forthwith to terminate the contract/PO by notice in writing to the contractor without prejudice to any rights, which may have accrued under the contract/PO to either party prior to such termination.
7. If PTCL have to incur to extra cost for procuring any part of works/Goods & Services or any such similar Goods & Services not delivered in accordance with the Contract/PO on the date of such termination, the Contractor shall pay on demand within one month the amount of such extra cost together with the penalty amounting to 10% of the Contract/PO value of such part or all Goods in the currency of the Contract/PO.
8. PTCL shall be entitled to deduct from the contract/PO price at the rate of 1% percent per week for any delay in completion of work as per completion date mentioned in PO.
9. If the contractor fails to complete any of his obligations under the paragraph titled “ DEFECTS REMOVAL” within the extended time granted by PTCL under “FORCE MAJEURE” and PTCL shall have suffered any loss from such failure, PTCL shall be entitled to deduct from the contract/PO price at the rate of 0.5 percent per week of the contract/PO value of the goods and services which cannot in consequence of the said failure be put to the use intended for such work for each week between the time fixed in the Agreement (except as aforesaid) and the actual date of completion.
	1. **Amicable Settlement**
10. The contract/PO will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.
11. PTCL and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract/PO.
12. Except as otherwise provided in the contract/PO, any difference, dispute or question arising out of or with reference to the contract/PO which cannot be settled amicably shall within (30) thirty days from the date that either party informs the other in writing that such difference, dispute or question exists be referred to arbitration.

 (iv) Within 30 days of the aforesaid notice, both parties shall nominate and agree upon a sole arbitrator for commencement of the arbitration proceedings.

1. The arbitration shall be conducted in accordance with the rules and procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended. The arbitration Tribunal shall have its seat in Islamabad, Pakistan.

(vi) The award of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be borne equally by both parties.

(vii) In the event of an arbitrator resigning or becoming incapable or unable to act, the parties shall nominate and agree on a replacement within two weeks of such an event. Proceeding shall continue without recommencing as if such arbitrator had been originally nominated.

* 1. **Force Majeure**
1. Notwithstanding the conditions of this RFQ, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract/PO is the result of an event of Force Majeure.
2. If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract/PO it is agreed that on such party, giving notice with full particulars in writing of such Force Majeure to the other party within five (05) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for not longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure. The terms “Force Majeure” as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome. The term of this Contract/PO shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding two (02) weeks from performing or accepting performance, the party concerned shall have the right to terminate this contract/PO immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
3. If a Force Majeure situation arises, the contractor shall promptly notify PTCL in writing of such conditions and the cause thereof. Unless otherwise directed by PTCL in writing, the supplier shall continue to perform its obligations under the contract/PO as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	1. **Termination of Contract/PO**

**35.1 Termination of Contract/PO due to Contractor’s Default**

PTCL may, without prejudice to any other remedy for breach of contract/PO, by written notice of default sent to the contractor terminate this contract/PO in whole or in part:

35.1.1 If the contractor fails to deliver any or all of the works/goods within the time period(s) specified in the contract/PO or any extension thereof granted by PTCL in this RFQ.

* + 1. If the contractor, in either of the above circumstances, does not cure its failure within a period of 15 days (or such longer period as PTCL may authorize in writing) after receipt of the default notice from PTCL.
		2. In the event PTCL terminates the contract/PO in whole or in part, PTCL may procure, upon such terms and in such manner, as it deems appropriate, works/goods and services similar to those un-delivered, and the contractor shall be liable to PTCL for any excess costs for such similar goods and services. However, the contractor shall continue performance of the contract to the extent not terminated.
	1. **Termination for Insolvency**

35.2.1 PTCL may at any time terminate the contract/PO by giving written notice to the contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not accrued or will accrue thereafter to PTCL.

* 1. **Termination for Convenience**
		1. PTCL may by written notice sent to the contractor, terminate the contract/PO, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for PTCL's convenience, the extent to which performance of work under the contract/PO is terminated, and the date upon which such termination becomes effective.

The goods that are complete and ready for delivery within ten (10) days (or any extended period allowed by PTCL in writing) after the contractor's receipt of notice of termination shall be purchased by PTCL at the contract/PO terms and prices.

**36. Liquidated Damages**

1. Subject to clause (Force Majeure), if supplier fails to deliver any or all of the works/goods or perform the services within the time period (s) specified in the contract/PO, PTCL, with out prejudice to its other remedies under the contract/PO, shall have the right to terminate the contract/PO forthwith or claim liquidated damages and contractor shall pay to PTCL as liquidated damages with respect to those delayed goods an amount equal to 1 % (one percent) of the value of the works/goods/services delayed for each week of delay or part thereof until actual delivery or performance subject to maximum of 10% of the cost of delayed goods/services. Once the maximum is reached, PTCL shall forthwith terminate the contract/PO.
2. The value of all works/goods or part supply of goods made which are incomplete and therefore not utilized by PTCL in its operations shall also be added for the purpose of liquidated damages. Any liquidated damages if not paid in cash by supplier shall be deducted from the invoice (s) submitted by supplier. The imposition of liquidated damages upon the supplier and its payment shall not absolve the contractor,/supplier from its obligations to deliver or from any other liabilities or obligations under the contract/PO.

**37. Effective Date of Contract/PO**

 The contract/PO shall become in force upon signing by both parties.

38. An attested copy of CNIC of the supplier may also be attached with the tenders.

39. The contract will be for the project and will remain effective till next tendering.

**(Stamp & Signature of the Bidder)**

|  |  |
| --- | --- |
| Name : |  |
| Designation : |  |
| Address : |  |
|  |  |
| Telephone # : |  |
| Contact Person : |  |



ANNEX-A

TECHNICAL BID

**POWER, CIVIL AND FIRE ALARM SYSTEM WORKS OF ISP PE CONSOLIDATION PROJECT IN ITR Islamabad & RTR Rawalpindi FOR THE YEAR 2020 and until further tendering**

|  |
| --- |
| **General Information (Weight 5%)** |
| 1 | Company Name  |   |
| 2 | Type of Company |   |
| 3 | Principal business activity |   |
| 4 | Registered office Address |   |
| 5 | Contact details |   |
| 6 | Date of formation |   |
| 7 | Copy of Registrations enclosed:1. Company registration
2. NTN
3. Sales tax registration
4. PRA
5. Pakistan engineering council
6. Any others
 |   |
| 8 | Bid Security Rs. 50,000/- attached | (YES / NO) |
| 9 | Name & designation Contact person (POC) |   |
| 10 | Company Bank A/C for online payment transfer (Company Bank A/C No., Title of Account, Name of Bank with branch Code. |   |
| 11 | Number of Employees with designation |   |
| **Financial Strength (Weight 25%)** |
| 1 | Indicate the values of work for which vendor wish to be considered. |   |
| 2 | Company Net Worth (attach latest financial report / bank statement for last year). |   |
| 3 | Name of insurer if any. |   |
| 4 | Last three year Income Tax Returns |   |
| 5 | Details, including values, of all orders / contracts for the similar nature of product / service undertaken in the last three years. |   |
| 6 | Financial aspects of the business - liquidity, solvency and profitability ratios for the last three years |  (for official use) |
| **Technical Strength (Weight 70%)** |
| 1 | Details of plant / machinery / other equipment owned. |   |
| 2 | ISO / other quality certification. |   |
| 3 | Safety Equipment / procedures. |   |
| 4 | References of past three year relevant experience. |   |
| 5 | Availability of work force with relevant competence and experience. |   |
| 6 | Presence in Pakistan (number of field & regional offices operating in different areas of Pakistan). |   |
| 7 | After sales / service support. |   |
| 8 | Contact Person Details: |  |
| Name and Designation |
| Authorized Sign and Stamp |
| Contact Number |
| Date |

**Commercial Bid/BOQ** (**ANNEX B)**



Double click on above icon to open commercial bid (BOQ)

|  |
| --- |
| **Final Site List of NTR-1 / NTR-2 / HTR** |
| **S. No** | **Zone** | **Region** | **City** | **EXCHANGE** |
| 1 | NORTH | HTR | ABBOTTABAD | ABBOTTABAD CENTRAL |
| 2 | NORTH | HTR | ABBOTTABAD | ABBOTTABAD MANDIAN |
| 3 | NORTH | HTR | HARIPUR | HARIPUR CTX |
| 4  | NORTH | NTR-2 | BANNU | BANNU -II (D.I. KHAN Road) |
| 5 | NORTH | NTR-2 | DERA ISMAIL KHAN | DERA ISMAIL KHAN CENTRAL |
| 6 | NORTH | NTR-2 | KOHAT  | KOHAT KDA |
| 7 | NORTH | NTR-1 | MARDAN | MARDAN CENTRAL |
| 8 | NORTH | NTR-1 | NAUSHERA | NOWSHERA  |
| 9 | NORTH | NTR-1 | PESHAWAR | PESHAWAR CANTT |
| 10 | NORTH | NTR-1 | PESHAWAR | PESHAWAR CITY |
| 11 | NORTH | NTR-1 | PESHAWAR | PESHAWAR HAYATABAD |
| 12 | NORTH | NTR-1 | PESHAWAR | PESHAWAR KHYBER ROAD |
| 13 | NORTH | NTR-1 | SAIDU SHARIF | SAIDU SHARIF  |
| 14 | NORTH | NTR-1 | SAWABI | SWABI  |