

Pakistan Telecommunication Company Limited

Regional Procurement, Karachi.

No.1-01/2022/RPC/KHI/TENDER/PGD

Dated: 12th Jan, 2022

Tender for HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH)

Sealed Bids are invited from Vendors registered with PTCL for “HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH)”

1. Tender document provided in the email should be complete in all respects Technical and Commercial and should be submitted to undersign or before **20th January, 2022** Regional Procurement Office, EVP Zonal Office, Hatim Alvi Road, Clifton Block-4, Karachi as per instructions to the bidders contained in the Bid Documents
2. One Sealed envelope shall contain the **Technical Offer** and Second sealed envelope shall contain the **Commercial Offer**.
3. Bid Security of Rs 100,000/= should be put in a separate envelop along with Commercial Offer in the shape of Pay order in favor of “Senior Manager Finance, Business Zone South Karachi”, and undertaking confirming the same must be part of Technical Bids. **In case of non-compliance, the bids will be disqualified from further processing.**
4. Bids without security money will be rejected.
5. Bids received after the dead line shall not be accepted.
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. The contractors registered with PTCL for this particular category would be eligible to participate in the tender. Bidder must mention their Vendor Registration code on quotation. In case vendor is not registered, then registration must be done before the issuance of Letter of Intent (LOI). Vendor Registration form can be downloaded from PTCL website <http://www.ptcl.com.pk/>
8. All correspondence on the subject may be addressed to the undersigned.

Manager Regional Procurement, PTCL, Karachi.

021-35810038

0333-3161203

Zohaib.Munir@ptcl.net.pk

IN THE NAME OF ALLAH, THE MOST BENEFICIENT AND MOST MERCIFUL

PAKISTAN TELECOMMUNICATION COMPANY LIMITED



ITEMIZED TENDER DOCUMENTS

FOR

**HIRING OUTSOURCED TEAMS TO DEPLOY
PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE
JURISDICTION OF GM NETWORK MANAGEMENT SOUTH
KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH)**

These Standard Tender Documents and User's Guide have been prepared by Pakistan Telecommunication Company Limited (hereinafter referred to as "PTCL") for HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH) for the procurement of works in compliance with PTCL's Procurement Policies and Rules for projects that are financed in whole or in part by PTCL.

INSTRUCTIONS TO THE BIDDER

A - OFFER SUBMISSION

Sealed Offers

Bidders participating in tenders are requested to enclose two separate sealed envelopes in one covering envelope.

Technical Offer

One Sealed envelope shall contain the technical offer (un-priced bid) along with company profile, compliance statement, evidence of bid bond (un-priced), delivery period for the execution of work and all other technical details. This envelope shall be marked as "TECHNICAL OFFER".

Commercial Offer

Second sealed envelope shall contain the commercial offer (price bid) with the cost breakdown as per the Company price schedule / bill of quantity (BOQ). This envelope shall be marked as "COMMERCIAL OFFER".

Both of the above mentioned sealed envelopes must bear PTCL's request for proposal (RFP)/ request for quotation (RFQ) reference number. No other details such as name of renderer or any other reference shall mention on these envelopes.

The sealed offer is to be deposited in the relevant tender box located at Regional Office of PTCL or any other designated office mentioned in the tender documents.

Tender Opening

The bidders shall not be allowed to attend any Tender Opening Committee (hereinafter referred to as TOC) meetings. TOC meetings shall be conducted in strict confidence by the PTCL committee members and thus must not to be revealed to any external party of any kind whatsoever.

B. DOCUMENTS TO BE SUBMITTED WITH TECHNICAL PROPOSAL

The bid shall comprise following documents: -

1. Company profile, background.
2. Registered Offices and contacts in Pakistan.
3. Management, Staff Strength & operational vehicles.
4. Details of tools, machinery & equipment's.
5. Certificate of Pakistan engineering council.
6. Areas of Specialization.
7. Experience in relevant Projects or the relevant fields.
8. Technical Platforms at its disposal.
9. Other Projects.
10. References.
11. Compliance with all the clauses of technical specifications.
12. Compliance with all the clauses of bidding terms and conditions.
13. Compliance with all the clauses of implementation plan in the form of certificate.
14. Compliance with the system requirements, in particular, performance of the solution offered in the form of certificate.
15. Technical solution offered with comprehensive detail supported by printed literature/ brochures/ user manuals etc.
16. Certificate confirming that bidder has placed original bid bond in the form of bank guarantee as per requirement of PTCL in the commercial bid. Technical Bids without such certificates are liable to be rejected. This certificate should not bear the amount of bank guarantee or the bid value
17. Each and Every page of technical proposal must be signed and stamped by the bidder.

C. DOCUMENTS TO BE SUBMITTED WITH COMMERCIAL BID

The bid shall comprise following documents: -

1. Bid Bond of required Amount.
2. Signed and stamped Commercial Compliance Sheet.
3. Duly filled and signed Bid Form.
4. Sales Tax Registration Certificate (for local bidders).
5. Tax return for last 3 years.
6. NTN Certificate (for local bidder).
7. Prices on PTCL Format (Duly Signed & Stamped).
8. Certificate on stamp paper that the bidder is not black listed by any company or Government Organization.

D. Dead Line for Submission of Bids

Bids shall be dropped in the Tender Box # 01 kept in the office of SM Procurement EVP BZS Office, Hatim Alvi Road Karachi, Pakistan by 20th January, 2022 at 1500 hrs.

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.

E. Submission of Bids

- a. The Bidders shall seal both Technical & Commercial bids in two separate Envelopes marking Technical & Commercial Bids, enclosed in a third Envelope.
- b. The envelope shall be addressed to PTCL at the following address:
Senior Manager Procurement
EVP Zonal Office
Hatim Alvi Road, Clifton, Block-4, Karachi.
- c. Bear the RFP/RFQ number and the words “DO NOT OPEN BEFORE 20th January, 2022”.
- d. The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned un-opened in case it is received after the due date of 20th, January, 2022 being late and unacceptable to be taken into consideration.
- e. The bidders shall submit their Commercial proposals (Priced Bid) in separate sealed envelopes with the cost breakdown as per PTCL price schedule/BOQ, ensuring that this envelope must be marked as “Commercial Offer”. Sealed envelopes must bear PTCL tender reference number without any other details or name of tenderer or any other reference.

F. Modification and Withdrawal

- i. The Bidder may modify or withdraw his bid after the bid’s submission, provided that written notice of the modification or withdrawals is received by PTCL prior to the deadline prescribed for submission of bids till 20th, January, 2022.
- ii. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clauses of this RFQ. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy by post marked and received not later than the deadline for submission of bids.
- iii. No bid may be modified subsequent to the deadline for submission of bids.
- iv. 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.

G. Clarification of Documents

A prospective bidder requiring any clarification of Bidding Documents may notify the PTCL in writing at PTCL’s mailing address indicated in the Invitation for Bid. PTCL will respond in writing to any request for clarification of the Bidding Documents which it receives not later than (three) 03 days prior to the deadline for the submission of bids prescribed by PTCL. Written copies of PTCL’s response to common queries (including an explanation of the query but without identifying the source of the inquiry) shall be sent to prospective bidders, which have received the Bidding Documents.

H. Amendment in Documents

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

Bidding Documents and will be binding on them.

I. Format and Signing of Bid

1. The Bids shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the Tender/Contract. The letter of authorization shall be indicated by written 'Power-of-Attorney' accompanying the bid. All pages of the bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid. Price schedule should be properly signed and stamped particularly. If the price schedule is not signed and stamped the bid will be treated as non-responsive and rejected.
2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such correction shall be initialed by the person or persons signing the bid the bid will be treated as non-responsive and rejected.

J. REJECTED GOODS

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

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PAKISTAN TELECOMMUNICATION COMPANY LIMITED



ITEMIZED TENDER DOCUMENTS

FOR

**HIRING OUTSOURCED TEAMS TO DEPLOY
PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE
JURISDICTION OF GM NETWORK MANAGEMENT SOUTH
KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH)**

TECHNICAL OFFER

PAKISTAN TELECOMMUNICATION COMPANY LIMITED

TERMS AND CONDITIONS

LAYING HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I/II/III (TECHNICAL ZONE SOUTH)

- 1- The contractors registered with PTCL for this particular category would be eligible to participate in the Itemized Tender for one-year period. The bidders in this regard are advised to attach copy of their payment receipt of pre-qualification fee.
- 2- The firm/contractor shall deposit equivalent to Rs. 100,000/= along with the Itemized Tender, as earnest money in shape of Pay Order in the favor of SM Finance BZS PTCL Karachi. The earnest money/Pay order should be put in the envelope of commercial proposal and photo copy be attached in technical proposal.
- 3- For the purpose of bid it must be kept in view that the items must be according to the detailed specifications enclosed herewith. Item, fixed service provided must be in good physical condition and fixed according to the PTCL specifications. The cost of any subsequent process required for the accomplishment of the job would be considered being included within the rates specified. The contractor may be asked to do the quoted jobs/supplies anywhere within the jurisdiction of EVP Technical South of PTCL, would be mentioned in the work order. No additional charges on account of transportation would be allowed.
- 4- The Itemized Tender may be received from the DDO Office, (EVP Office near Clifton Exchange, Karachi) during working hours from 12-01-2022 to 20-01-2022. Bids may be submitted to the office of SM Procurement BZS, Basement EVP BZS Office, Hatim Alvi Road, Karachi, Pakistan, till 15:00 hours on 20-01-2022.
- 5- Bids should be neatly written in with permanent ink. (02) *Two* copies of bids are required i.e. one copy should be without rates along with company profile and compliance statement duly signed (**Technical Proposal**) and other copy bearing rates (**Commercial Bid**) should be separately sealed. Bids written with pencil and bearing cuttings/overwriting will not be accepted. The copy without rates should be marked as technical proposal (*The earnest money/Pay Order should be included in this envelope*) and on cover of other sealed copy containing rates should be clearly written as commercial bid. Both i.e. technical and commercial envelopes should be put in third sealed envelopes.
- 6- Bids will be assessed on the basis of technical and commercial evaluation and technical proposal will be processed first. For this purpose, individual / collective offer, which ever will be in the interest of PTCL may be considered for acceptance. However, PTCL reserves the right to accept or reject anyone or all the bids without assigning any reason.
- 7- Earnest money of all the bidders will be retained for 1 year from the acceptance bid and issuance of work order
- 8- During the said course of time the contractor may be asked to supply any of the said items in any number anywhere in the jurisdiction of EVP Technical South, Karachi of PTCL through written work order.
- 9- Number of items may vary as per need.

- 10- If Contractor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, PTCL, without prejudice to its other remedies under the contract, shall have the right to terminate the contract forthwith and / or claim liquidated damages and contractor shall pay to PTCL as liquidated damages with respect to those delayed goods and services an amount equal to 1% (one percent) of the value of the goods / services delayed for each week of delay or part thereof until actual delivery or performance subject to maximum of 10% of the price of delayed goods / services. Once the maximum is reached, PTCL may forthwith terminate the contract. PTCL reserves the right to black list such bidder for definite/indefinite period of time. However, in case of force majeure, the work in-charge may waive off the said penalty, but the decision in this regard will be up on his own discretion.
- 11- If the supplied items are found to be out of specification or not matching with the sample, if provided, the concerned work in-charge would be authorized to reject any/all items and in this regard his decision would be final. In this regard the work in-charge is authorized to collect the sample from the material under installation/installed during his visit to verify the work.
- 12- The contractor is advised to observe the safety precautions, any mishap/damage to PTCL property/public property/private property etc. due to negligence of the contractor or his representative or any of his worker would not only be borne by the contractor but PTCL reserves the right to reject such work.
- 13- The work order must be accompanied with the bill. Further, the certification of the work in-charge regarding quality/quantity of the material supplied/quality of the workmanship will be necessary.
- 14- Taxes will be deducted from contractor's bills as per prevailing laws of the Government of Pakistan. All rates mentioned are considered to be inclusive of all kind of tax deductible at the source.
- ~~15-~~ In case of any dispute between the contractor and PTCL in connection with the services of items, the Senior Manager, Procurement, Karachi will hear both the parties and will forward the case along with his recommendation to the concerned General Manager, Network Operations Karachi who will refer it to the arbitration committee
- 16- The rates quoted/accepted and all other term and conditions mentioned in this Itemized Tender will remain unchanged during the period of validity of the bid. All the terms and conditions mentioned herein shall be binding upon the contractor.
- 17- This Itemized Tender will be valid for (01) one year(s) from date of approval and work orders will be placed subject to requirements under the jurisdiction of G.M. Network Operations, Karachi.
- 18- The PTCL reserves the right to cancel the contract without assigning any reason.

I hereby solemnly declare that I have carefully read/understood all clauses mentioned above and the same are acceptable to me in letter and spirit for this Itemized Tender.

Contractor Name & Signature with Seal

Manager

Regional Procurement Karachi.

DETAILS OF WORK

LAYING HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I,II/III, HYTR & QTR (TECHNICAL ZONE SOUTH)

1- SCOPE

This tender is basically aimed for hiring outsourced Teams who will deploy portable generators at ONUs/MSAGs installed in different areas of Karachi. The Team will comprise of the following structure with resources partly provided by PTCL & partly by the Contractor as described below

TEAM STRUCTURE:

		Contractor	PTCL
Provision of Vehicle Covering 1200 KM Millage Per Month	1	Responsible	
Provision of Portable Generators with Fuel	-		Responsible
Provision of Supervisor	1		Responsible
Provision of Motor Driver (with valid drivers licence)	1	Responsible	
Provision of Power Technician who can independently deploy PG (12 Hours) in accordance with labor law	3	Responsible	

The Contractor will provide resources for 12 hours shift / day during different Time Slots as per requirement of PTCL including Sundays/Public Holidays, in case of leaves, alternate resource will be provided:

Responsibilities of Contractor
Mobility over instructions of PTCL's designated supervisor in PTCL's vehicle
Contact No. / Mobile Phone availability for Driver
Loading and Unloading of Generator(s) over Vehicle and at site
Deployment of Generator at site including installation, connectivity, power switch over etc
Presence at site during Generator running period
Disconnectivity of Generator after Battery Charging / Commercial Supply Resumption
Basic Service of Portable Generators provided by PTCL
Loading and Unloading of Batteries
Installation of Batteries as per Demand

2- **TECHNICAL BACKGROUND & STRENGTHS**

Please mention your strengths for provision of DG Deployment Teams

QUERIES REGARDING TECHNICAL STRENGTH		
2.1	Number of teams that can be provided per month	
2.2	Number of Vehicles owned by vendor with car registration numbers	
2.3	Number of Power Technicians on payroll	
2.4	Number of Motor Drivers on payroll	
2.5	Experience of PG Deployment in PTCL	
2.6	Experience of PG Deployment with other companies	

3. **SKILLS & PROFICIENCY OF TEAM MEMBERS:**

- 3.1 Motor Driver should have Valid Driving License and should be well aware with the Traffic rules and regulations, Traffic Routes of whole Karachi.
- 3.2 Skilled technician should have basic knowledge of Electrical systems and have experience in deployment of Portable Generators (Around 5 KVA). He should have knowledge of Electrical connectivity, operation of power switch over mechanism. He should be strong enough to load and unload portable generators from vehicle and install at the desired location. All Power Technicians will adhere to safety precautions as per company policy and equipped with all necessary safety gears including helmet, gloves, safety shoes etc. All Power Technicians will have their own basic toolkit including but not limited to Multi Meter, Screw Driver, and Plyer etc.

4. **CONDITION OF VEHICLE & PG (STRUCTURE 2):**

- 4.1 The vehicle provided with Team Structure should be in very good condition, having multi fuel operation and should not be older than 5 years.
- 4.2 Portable Generator should be in very good condition and of minimum 5 KVA Load Capacity. Additional Emergency lights along with extension wire should be available for Night time operations.

5. **INSURANCE:**

- 5.1 The Vehicle and Portable Generators being provided should be insured. The Contractor will be solely responsible for any malfunction/defect or theft at site.

6. **DETAILS OF WORK:**

- 6.1 The Contractor will provide Team Members are above mentioned Team Structure.
- 6.2 All outsourced Team Members will report to the designated PTCL's Senior Engineer Switching and Attendance Record will be maintained at the reporting Maintenance Center.

- 6.3 The No. of Teams to be provided will be dependent upon the Monthly PO issued to the Contractor. Minimum 3 Teams will be hired by PTCL.
- 6.4 All Team Members will be provided for a duration of 12 hours (9 AM to 9 PM OR 9 PM to 9 AM).
- 6.5 Requirement of Team in Day Hours OR Night hours will be mentioned in the Monthly PO.
- 6.6 Each Team provided against PO will have separate Manpower. Sharing of resources will not be allowed.
- 6.7 All the Outsourced Team members may be utilized for Generator Deployment work in any area of Karachi Metropolitan Exchange Area as per requirements of PTCL.
- 6.8 Teams will be provided on 7 days a Week basis and will be available during all sorts of Holidays. The Contractor may hire additional staff to accommodate leaves for its Team Members.

7. PENALTIES:

PTCL has the right to impose penalties over the below mentioned irregularities and deviations from Contractual obligations.

S. No	Issue	No. of Allowable Occurrences / Month	Penalty Over & Above Allowable Limit
7.1	Absence of Any Team Member	3	1% Deduction of Monthly Contract Amount / Occurrence /Team
7.2	Late Coming i) Nonappearance within 30 Minutes of specified time: 9 AM in Morning Shift 9 PM in Night Shift	4	2% Deduction of Monthly Contract Amount / Occurrence/Team

Technical Offer

Clause by clause compliance statement

The bidder shall furnish a clause by clause compliance for each clause / sub-clause of this specification. The bidder shall provide technical description in detail for each compliance statement. The clauses which need description / figures must be provided otherwise bid will be considered non-compliant.

- a. **“Fully compliant”**, if the units offered fully meet the tender requirement.
- b. **“Partially compliant”**, if the items and their functions meet the tender requirement partially, the bidder shall state the reason for partially compliant. However, if the bidder is able to fulfill the specified requirement later on the time schedule be mentioned in the other.
- c. **“Non-compliant”**, if the items and their functions not meet the requirements, the bidder shall state the reason for it.
- d. In case of unclear statement of compliance for any specified requirement, PTCL will interpret that particular requirement as **“Non-compliant”**.
The bidder shall include in this proposal the detailed technical information, drawings to support the compliance to the technical requirements.
- e. For every clause, the bidder must mention in the same table the reference of document (document name / number and page number) where evidence has been provided in support of the clause.

Clause / Sub Clause #	Compliance statement (C/PC/NC)*	Reference (Document & Page #)	Remarks (if any)

- * C for Complaint
- PC for Partially compliant
- NC for Not compliant

COMPLIANCE STATEMENT

S.#	CLAUSE OF STATEMENT	COMPLIANCE	REMARKS
1	SCOPE		
2	TECHNICAL BACKGROUND & STRENGTHS (DATA PROVIDED)		
3	SKILLS & PROFICIENCY OF TEAM MEMBERS (Team will be available for 12 hours including Sundays/Public Holidays, in case of leaves, alternate resource will be provided)		
4	Condition of Vehicle & PG (Structure 2)		
5	Insurance		
6.1	Vehicle should not be older than 5 years		
6.2	Team will be available for 12 hours including Sundays/Public Holidays, in case of leaves, alternate resource will be provided		
6.3	All Power Technicians will adhere to safety precautions as per company policy and equipped with all necessary safety gears including helmet, gloves, safety shoes etc..		
6.4	All Power Technicians will have their own basic toolkit including but not limited to Multi Meter, Screw Driver, Plyer etc..		
7.1	Penalty Clause Agreed		

Name of Company: _____

Name of Bidder: _____

Signature with company seal: _____

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COMMERCIAL OFFER

COMMERCIAL OFFER

HIRING OUTSOURCED TEAMS TO DEPLOY PORTABLE GENERATOR AT ONUs/MSAGs UNDER THE JURISDICTION OF GM NETWORK MANAGEMENT SOUTH KARACHI, GM NOD KTR-I,II/III (TECHNICAL ZONE SOUTH)

On Lumsum per Team Basis:

PDG Deployment Team		Monthly Rates in PKR Inclusive of all Taxes	
Personnel		9 AM to 9 PM	9 PM to 9 AM
Motor Driver (with valid drivers licence)	1		
Power Technician who can independently deploy PG (12 Hours) in accordance with labor law	3		
Vehicle Covering 1200 KM Millage Per Month	1		

On Itemized Basis

S.No	Itemized	QTY	Rates per month
1	Motor Driver (with valid drivers licence)	1	
2	Power Technician who can independently deploy PG (12 Hours) in accordance with labor law	1	
3	Vehicle Van 1200 Km mileage per month (Should not be older than 5 years)	1	
4	Vehicle Hilux/FAW 1200 Km mileage per month (Should not be older than 5 years)	1	

I/We hereby certify and confirm that while quoting above unit price rates for providing above noted items. I have carefully read the tender specification, B.O.Q. general and detailed terms and conditions of the tender document and other details. In confirmation thereof I put my Signature and Seal on this Tender Bid as under on this _____ day of _____.

Signature of Contractor/Bidder with Name _____

COMMERCIAL COMPLIANCE STATEMENT

S.#	CLAUSE OF STATEMENT	COMPLIANCE	REMARKS
	DOCUMENTS TO BE SUBMITTED WITH COMMERCIAL BID Commercial Compliance Part		
1	Bid Bond of Required Amount		
2	Signed and Stamped Commercial Compliance Sheet		
3	Duly Filled and Signed Bid Form		
4	Sales Tax Registration Certificate		
5	Tax Return for last 3 years		
6	NTN Certificate		
7	Rates on PTCL Format		
8	Certificate on Stamp paper that the Bidder is not Black listed by any company or Govt organization		

Signature of the Contractor with Name of Company & Stamp: _____

DUTIES & RESPONSIBILITIES OF CONTRACTOR/BIDDER

A.i Payments

- i.i. The type, method and conditions of payments specified in the following paras are applicable. Payment will be made in Pak Rupees only.
- i.ii. The Contractor's request's for payment shall be made to PTCL in writing, accompanied by an invoice describing, as appropriate, (Documents Required for Payment) and fulfillment of other obligations stipulated in the Contract.
- i.iii. Payments shall be made by PTCL within 15 working days on submission of an invoice/claim by the Contractor subject to availability of pre requisite documents specified under the Contract.
- i.iv. The total amount to be paid to the successful Contractor shall be the Contract price adjusted to give effect to such additions there to and deductions there from as are provided under the conditions of Contract.
- i.v. Contractor shall be paid through Cheque against presentation of documents as enumerated in clause (Documents) after verification by Project Director and adjustment of penalty (if any).
- i.vi. Payment is subject to deductions of tax on services / supplies Contract, from the relevant invoices and paid to the Tax Authorities, except those especially exempted by the authorities. The paying authority will issue certificate of deductions to the supplier/Contractor to enable him to settle tax returns with the concerned authorities.
- i.vi. PTCL shall, through Senior Manager (Finance) South Karachi, shall pay through cheque against individual invoice within 15 days, in favor of the Contractor.
- i.vii. Payment shall be made through cross cheque only on the name of contractor/vendor.

A.ii. Schedule of Payment

- ii.i. The Contractor, at its discretion, may send a one-time invoice amounting to 100% of the total amount of respective Purchase Order (the PO) issued under the Agreement through PTCL e-invoicing portal.
- i.iii. Payment against the invoice presented will be processed duly verified by the Project Director that the total work as per the PO has been performed by the Contracted satisfactorily according to PTCL specification:

B. Contractor/Bidder's Negligence

The Contractor/Bidder 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 or after, the whole of the project has been finally accepted.

i. Delays In Performance

Any un-justifiable delay by the Contractor/Bidder in performance of its delivery/project completion obligations shall render the Contractor/Bidder liable to any or all penalties, charges of the goods and performance of services, the Contractor/Bidder shall promptly notify PTCL in writing of the fact of the delay, its likely duration and its causes.

ii. Contractor/Bidder's Default

If the Contractor/Bidder shall neglect to perform the Contract 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 its authorized representative in connection with the performance of the Contract or shall contravene the provisions of the Contract, PTCL may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of.

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 by notice in writing to time Contractor without prejudice to any rights which may have accrued under the Contract to either party prior to such termination.

iii Amicable Settlement

iii. The Contract between PTCL and the Contractor/Bidder will be construed under and governed by the laws of the Islamic Republic of Pakistan.

iv. PTCL and the Contractor/Bidder 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.

v. Except as otherwise provided in the Contract, any difference, dispute or question arising out of or with reference to the Contract 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.

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

vii. The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 (as amended). The arbitration Tribunal shall have its seat in Karachi, Pakistan.

viii. 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.

ix. 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.

C. FORCE MAJEURE

i. Notwithstanding the provisions of the clauses of this RFQ, the Contractor/Bidder shall not be liable for forfeiture of its performance security, liquidated damage or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

ii. 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, washout,, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a loner 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 lied 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 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 ONE (01) month from performing or accepting performance, the party concerned shall have the right to terminate this Contract immediately giving notice with all 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.

- iii. If a Force Majeure situation arises, the Contractor/Bidder shall promptly notify PTCL in writing of such conditions and the cause thereof. Unless otherwise directed by PTCL in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

D. TERMINATION OF CONTRACT

D.1.1 Termination of Contract for Default

- D.1.2 PTCL may, without prejudice to any other remedy for breach of Contract, by written notice sent to the Contractor/Bidder to terminate this Contract in whole or in part.
- D.1.3 If the Contractor/Bidder fails to render its services as specified in this Contract or any extension thereof granted by PTCL if the Contractor/Bidder fails to perform any other obligation under the Contract.
- D.1.4 If the Contractor/Bidder, in either of the above circumstances, does not cure its failure within a period of Ten (10) days (or such longer period as PTCL may authorize in writing) after receipt of the default notice from PTCL.
- D.1.5 In the event PTCL terminates the Contract in whole or in part, PTCL may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those Un-delivered, and the Contractor/Bidder shall be liable to PTCL for any excess costs for such same similar goods and services. However, the Contractor/Bidder shall continue, performance of the Contract to the extent not terminated.

E. Termination for Insolvency

- E1.1 Without prejudice or affecting of any right action or remedy which has accrued or will accrue thereafter to PTCL, PTCL may at any time terminate the Contract by giving written notice to the Contractor/Bidder, without compensation to the Contractor/Bidder if the Contractor/Bidder becomes bankrupt or otherwise insolvent (this includes voluntary as well as involuntary winding up of the Contractor/Bidder).
- E1.2 In the case of voluntary winding up of the contractor for the purpose of reconstruction or amalgamation, or if the contractor carries on its business under a receiver for the benefit of its creditors, or any of them PTCL shall be at liberty;
 - a) To terminate the contract forthwith by notice in writing to the contractor or to the receiver or liquidator or to any person in whom the contract may become vested, in which event the relevant portion of paragraph titled "**TERMINATION FOR DEFAULT**" shall apply as if the contract had been terminated in pursuance thereof; or
 - a) Give such receiver, liquidator, or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

iv. **Termination for Convenience**

- i) PTCL may by written notice sent to the Contractor/Bidder terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for PTCL convenience, the extent to which performance of work under the Contractor/Bidder is terminated, and the date upon which such termination becomes effective.
- ii) The goods/services which are to be rendered / delivered within 15 days after the Contractor/Bidder's receipt of notice of termination shall be purchased by PTCL at the Contract terms and prices. For the remaining goods/services, PTCL may select;
 - a) To have any portion completed and delivered at the Contract terms and prices; and/ or,
 - b) To cancel the remainder and pay to the Contractor/Bidder an amount equal to 05% of the contract price of the remainder. Alternatively, the Contractor/Bidder may be reimbursed at the option of PTCL for any expenses incurred for partially completed goods and material and parts already ordered.

F. EFFECTIVE DATE OF CONTRACT

The Contract shall come into force from the date of the signing of the agreement.

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 conform 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 is stated to be "complied" the bidder may provide further reference details, but in event of any discrepancy between these details and the statement of compliance, then the compliance statement will be taken by the PTCL as correct and binding upon the bidder and the details (including footnotes or specified in any other form or place) given by the bidder will be ignored

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.

G. CONFIDENTIALITY

Confidential Information means (i) information and materials not generally known by third parties and includes, but is not limited to, information and materials relating to any of the following matters or things of any Affiliate of PTCL or their respective employees, namely research and development activities, inventions, discoveries, findings, designs, ideas, products, services, sales, marketing plans, strategies, manufacturing processes and methods, costs, sources of supply, customer lists, profits, profit margins, pricing policies or methods, personnel information business relationships and the filing or pendency of unpublished applications for patents, utility models, and designs that any member of PTCL may receive or has received belonging to customers and/or other persons who do business with any member of PTCL. Confidential Information may also constitute Intellectual Property, as defined below; and (ii) any information relating to an identified or identifiable natural person.

1. With regard to Confidential Information, the Contractor/Bidder will ensure that the Contractor/Bidder and their Personnel:
 - a. shall not provide any and all services, assistance, supply directly or indirectly products, information, codes and systems developed for the sole purpose of use by PTCL to any third party without the written and expressed consent of TCS.
 - b. shall only share Confidential Information on a strictly need to know basis for the sole purpose of performing this Contract;
 - c. do not disclose any such information to any person without the prior written consent of Contract;
 - d. do not make any use of that information or any part of it except for the proper performance of the Contractor/Bidder's obligations under this Contract;
 - e. do not make any use of that information or any part of it to the competitive disadvantage of PTCL;

- f. do not make any use of that information or any part of it to the competitive disadvantage of PTCL;
- g. may be required to sign a confidentiality agreement, if requested by PTCL. For avoidance of doubt the Contractor/Bidder is obligated under this Contract to ensure complete non-disclosure of Confidential information;
- h. This clause survives the Contract Agreement unless one of the exceptions in the below clause applies.

2. Exceptions

- i) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body
 - ii) In the event of clause G (2) (I) the Contractor/Bidder is to immediately intimate PTCL in writing giving PTCL reasonable notice to challenge such disclosure or to take appropriate measures in this regard; or
 - iii) The use or disclosure of information that the Service Provider can show:
 - i. such information was received by the Contractor/Bidder from a third person legally entitled to possess the information and provide it to the Contractor/Bidder, if the use or disclosure accords with the rights or permission lawfully granted to the Contractor/Bidder by that third person; or
 - ii. that it was in public domain at the time of its first disclosure
- i) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body

H. INTELLECTUAL PROPERTY

- i) Contractor/Bidder may not use any trademarks, trade names, slogans or logos of PTCL or any of its Affiliates except as specifically authorised by PTCL in writing.
- ii) Contractor/Bidder promises that the supply of the Services and the assignment of the Intellectual Property will not constitute a breach of any patent, design, copyright or trade mark rights of PTCL and any of its affiliates. Any breach on part of the Contractor/Bidder will give a right to PTCL to claim damages available as per law and equity.

I. LABOUR

- i) Contractor/Bidder represents and warrants that no employee will be engaged in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of its employee.
- ii) Contractor/Bidder will not employ persons under conditions that this work or service is exacted from them under the menace of any penalty and for which the said person has not offered himself voluntarily.
- iii) It is agreed and understood that the Contractor/Bidder employees shall at all times remain employees of the Contractor/Bidder. Nothing whether in this agreement or otherwise shall be construed as having established any form of direct relationship, responsibility or liability on part of PTCL for Contractor/Bidder's employees.

J. GENERAL PROVISIONS

- i) The relationship between PTCL and Contractor/Bidder is that of independent contractor and nothing as per the Contract and any documents attached hereto shall create, nor shall be represented by either party to create, a partnership, joint venture, employer-employee, master-servant, principal-agent, or any other relationship whatsoever. Contractor/Bidder acknowledge that it possesses no authority to represent the other or to act for PTCL in any capacity unless getting written authorization by PTCL.
 - ii) The rights and obligations of each party under the Contract are personal. They cannot be assigned, encumbered or otherwise dealt with and the Contractor/Bidder may not attempt to do so without the prior written consent of PTCL.
 - iii) The Contract is governed by the laws of Pakistan. Each party submits to the exclusive jurisdiction of the courts of Karachi exercising jurisdiction there in connection with matters concerning this agreement. And this Contract is deemed to have been executed at Karachi.
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- iv) Any notices to PTCL by the Contractor/Bidder under the Contract must be addressed to PTCL's Representative at the address of PTCL specifically provided as per the written correspondence and mentioned in the Contract. Any notices provided otherwise shall not hold any value.
 - v) Unless otherwise agreed in the Contract the Contractor/Bidder may not sub-contract any of the work it must perform under the Contract.
 - vi) Save as otherwise specifically provided herein, any variation of the Contract shall be binding only if it is recorded in a document signed by or on behalf of both PTCL and the Contractor/Bidder hereto as applicable in terms of the Contract.

- vii) The Contract sets forth and shall constitute the entire contract/understanding between PTCL and the Contractor/Bidder with respect to the subject matter hereof, and shall supersede any and all prior contracts/agreements, understandings, promises and representations, whether oral or written made by either PTCL or the Contractor/Bidder to the other concerning the subject matter.
- viii) Any terms, conditions, stipulations, provisions, covenants, or undertaking of the Contract between PTCL and the Contractor/Bidder which are illegal, prohibited, or unenforceable shall be ineffective to the extent of such illegality, void, prohibition, or unenforceability without invalidating the remaining provisions hereof.
- ix) A waiver of any right or remedy under this Contract shall only be effective if it is in writing and any such waiver shall (unless the terms of the waiver expressly state otherwise) apply only to the Party to whom the waiver is addressed and the circumstances for which are given. The failure by either PTCL and the Contractor/Bidder to exercise any right or remedy permitted or authorized under this Contract, or by operation of law, or any delay by either Party to the Contract in so doing, shall not operate as a waiver by the Party of such right or remedy, or other rights or remedies. No single or partial exercise of any right or remedy by a Party will prejudice or restrict the further exercise or enforcement by that Party of any such right or remedy.
- x) No addition or modification or variation of the Contract shall be effective or binding on either PTCL and the Contractor/Bidder hereto unless agreed in writing and executed by their concerned representatives.

Name of Company: _____

Name of Contractor/Bidder: _____

Signature with company seal: _____