

TENDER NOTICE

**TENDER DOCUMENTS FOR PROVISION OF OFC MAINTENANCE SERVICES TO CARRY OUT
REPAIR AND MAINTENANCE WORKS OF OPTICAL FIBER CABLE NETWORK FROM KHALL-
BAIDAR HILL-DIR to CHITRAL
FROM HANGU-THALL-SADDA-PARACHINAR
FROM BANNU-MIR ALI-GHULAM KHAN**

1. Sealed bids are invited from Vendors / Firms for Subject tender. Bids must be received duly completed in all respects.
2. Separate Technical and Commercial bids required to be submitted up to **3rd of June, 2021 before 01:00 PM** in the office of **Senior Manager (Regional Procurement) NTR/HTR at Room # 119, 1st Floor Telephone House, 1-The Mall, Peshawar Cantt.**
3. Bids should be marked as
 - a) “Technical Bid for OFC Repair / Mtce Work
from Khall-Baidar Hill-Dir to Chitral
from Hangu-Thall-Sadda-Parachinar
from Bannu-Mir Ali-Ghulam Khan
 - b) “Commercial Bid for OFC Repair / Mtce Work
from Khall-Baidar Hill-Dir to Chitral
from Hangu-Thall-Sadda-Parachinar
from Bannu-Mir Ali-Ghulam Khan
4. The Bids must be accompanied by an amount of Rs. 100,000 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 and Exclusive of GST.**
9. All correspondence regarding any clarification about the subject tender may be addressed to the undersigned.

**Senior Manager
(Regional Procurement) NTR / HTR,
Email: ibrar.hussain1@ptcl.net.pk
PH: 091-5276013**

No. RFQ/ NOD-NTR/ OFC-Repair-Mtce-Work/2021-22/03/

**REQUEST FOR QUOTATION
(RFQ)**

**TITLE. TENDER DOCUMENTS FOR PROVISION OF OFC
MAINTENANCE SERVICES TO CARRY OUT REPAIR AND
MAINTENANCE WORKS OF OPTICAL FIBER CABLE NETWORK
FROM KHALL-BAIDAR HILL-DIR to CHITRAL
FROM HANGU-THALL-SADDA-PARACHINAR
FROM BANNU-MIR ALI-GHULAM KHAN**

INSTRUCTIONS TO THE BIDDER

A. OFFER SUBMISSION

SEALED OFFER

Bidders participating in tender are requested to make two separate submissions in separate sealed envelopes.

1. Technical Offer.

One sealed envelope shall contain the technical offer (un-priced bid) along with the specification and all other technical details. This envelop should clearly marked as “**TECHNICAL OFFER**”.

2. Commercial Offer

Second sealed envelope shall contain the commercial offer (Priced bid) along with the cost breakdown as per the company price schedule/ Bill of quantity (BOQ). This envelop shall be clearly marked as “**COMMERCIAL OFFER**”

Both of the above mentioned scaled envelopes must bear PTCL request for quotation (RFQ) reference number. No other details such as name of tenderer or any other reference shall be mentioned on those envelopes.

The sealed offers are to be deposited to Manager Procurement Finance, Telephone House Peshawar.

3. Tender Opening.

The bidders shall not be allowed to attend any Tender Opening Committee meetings. TOC meetings shall be conducted in strict confidence by the PTCL committee members and thus must not 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 History, background
2. Registered Offices and contacts in Pakistan.
3. Management & Staff Strength
4. Areas of Specialization
5. Experience in relevant Projects or the relevant fields
6. Technical Platforms at its disposal
7. Other Projects
8. References
9. Compliance with all the clauses of technical specifications
10. Compliance with all the clauses of bidding terms and conditions.
11. Compliance with all the clauses of implementation plan in the form of certificate
12. Compliance with the system requirements, in particular, performance of the solution offered in the form of certificate.
13. Technical solution offered with comprehensive detail supported by printed literature/ brochures/ user manuals etc.

14. 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
15. 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
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 submitted to Manager Procurement Finance on 2nd Floor Telephone House, 1 – the mall Peshawar Cantt.on or before closing date mentioned in Tender Notice.

Request for extension of tender closing date must be submitted 2 days before submission deadline, if required. 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.

Pre bid meeting will be held 2-3 days before closing date. Exact date will be communicated.

E. Submission of Bids

- a. The Bidders shall seal both Technical & Commercial bids in two separate Envelopes marking Technical & Commercial Bids, enclosed in third Envelop.
- b. The envelope shall be addressed to PTCL at the following address:
The Manager Procurement Finance

1 - The Mall, Peshawar Cantt
Phone:
Email :
- c. Bear the RFP/RFQ number and the words “DO NOT OPEN BEFORE closing date - 2021”.
- 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 decided ‘Late’.
- e. The bidders shall submit their Commercial proposals (Priced Bid) 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

- 1.1 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.
- 1.2 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.
- 1.3 No bid may be modified subsequent to the deadline for submission of bids.
- 1.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. 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 (Five) 5 days prior to the deadline for the submission of bids prescribed by PTCL. Written copies of PTCL's response to common queries (including an explanation of the query but without identifying the source of the inquiry) shall be sent to prospective bidders, which have received the Bidding Documents. Response to all such queries from the PTCL shall be about two 02 days before the closing date.

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 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.

TERMS AND CONDITIONS

TENDER DOCUMENTS FOR PROVISION OF OFC MAINTENANCE SERVICES TO CARRY OUT REPAIR AND MAINTENANCE WORKS OF OPTICAL FIBER CABLE NETWORK

FROM KHALL-BAIDAR HILL-DIR to CHITRAL FROM HANGU-THALL-SADDA-PARACHINAR FROM BANNU-MIR ALI-GHULAM KHAN

- 1- The contractors registered with PTCL for this particular category and manufacturers of OFC Works would be eligible to participate in the tender.
- 2- The firm/contractor shall deposit bid bond equivalent to **2% of the bid value** along with the Tender, as earnest money in shape of Pay **Order** in the favor of SM Finance NTR – I Peshawar. 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 supplied/fixed must be in good physical condition and fixed according to the salient standards of engineering works. 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 General Manager Network Ops & Deployment NTR which would be mentioned in the work order. No additional charges on account of transportation would be allowed.
- 4- The tenders may be received from the Manager Procurement Finance, Telephone House Peshawar, during working hours. Bids may be submitted to the office of Manager Procurement Finance, Telephone House, Peshawar on or before closing date.
- 5- Bids should be neatly written in with permanent ink. Two copies of bids are required i.e. one copy should be without rates along with 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 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 except three lowest responsive ones will be released as early as the assessment of the bids is finalized. While the earnest money of the three lowest responsive bidders would be retained till the approval of the bid by the competent authority followed by issuance of the letter of intent to the lowest responsive bidder by SM procurement Peshawar and his consequent written acceptance accompanied with performance security equivalent to 10% of total bid amount in the shape of pay order or bank guarantee duly pledged in favor of SM Finance NTR-I Peshawar. In case of the acceptance of the offer from the lowest responsive bidder, who here in after would be called contractor, the earnest money of the remaining bidders will also be released and the contractor shall sign agreement with SM Procurement Peshawar for the contracted period of services.
- 8- While in case of failure of the lowest bidder to accept the offer within one week, his earnest money will be forfeited and the offer would be made to the second one.
- 9- Rule 7&8 above may similarly be applied to the second and third bidder.

- 10- The contractor shall be exclusively responsible for ensuring compliance with all statutorily rules and regulations, etc., including labor and safety laws that are applicable to the workers employed by him in the execution of this contract.
- 11- The contractor shall remove unwanted persons employed by the contractor from the site when objected by the company, and any person so removed shall be replaced within 07 (Seven) days, by a competent substitute approved by the company.
- 12- The contractor is and shall remain at all times and independent employer of his staff, workmen and employees. He shall be exclusively responsible for wages etc, medical expenses and group insurance of his employees. The contractor shall keep the company fully indemnified against all the claims, losses and damages whatsoever on this account.
- 13- The contractor shall indemnify the company with an insurance policy in respect of all claims, damages, compensations or expanses payable in consequence of any accident and or death or injury sustained by any work an or other persons whether in the employment of the contractor or not while in or upon said works or the site of the same and the company shall not be bound to defend any claim brought under workman's compensation act unless the contractor first deposit with the company a sum sufficient to cover any liability which the company might incur by reason of defending any such claim. The insurance shall cover all liabilities arising under the workman's compensation Act, employer's liability act and or any other laws or regulations relating to payments to be made to or for the benefit of employees of the contractor.
- 14- That the contractor shall, in his capacity of an independent employer of his worker, maintain all such record, registers and card, etc., that are required under the law to be maintained in connection with the execution of this contract with the company.
- 15- That the contractor and all his employees shall abide by the company's rules and regulations, including security and safety rules enforced presently or as amended from time to time and his employees shall confine themselves to the specified work areas and shall perform their duties as per work detail agreed with the conditions as set forth herein after.
- 16- That the contractor shall at all times, keep the company indemnified against all risks, damages and or losses etc, that may be caused by his workers due to any reasons, including theft, negligence and or which may be incurred by the company due to his failure to comply with the provisions of any law, rules, regulations or any government directives, etc, that may be applicable to the workers employed by him. In case of any such loss or damage, etc, the company shall have the absolute right to recover any amount from the contractor and the decision of the company shall be final and binding upon him.
- 17- That the contractor shall not assign, sublet or underlet the contract any person and abide by the instructions from Company authorized representative.
- 18- That the contractor shall be solely responsible for any accident, sickness sustained by any of his employees, whether, it be a work injury or otherwise, and shall be liable for payment of compensation to his employee and or employees concerned under the applicable labor Laws.
- 19- 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.
- 20- Income tax shall be deducted from all the actual payments made to the contractor and deposited with the government of Pakistan towards payment of income tax by the contractor certificates/others required documents for such deduction should be provided to the contractor.
- 21- Contractor's Taxes, contractor shall be responsible for payment of taxes assessed by any Government authority measured solely on contractor's income or taxes or measured by wages earned by its employees. The company shall be entitled to withhold from the contractor's price and any installment to thereof such amount as are required to be withheld as withholding Tax under the applicable laws

and such withholding shall not constitute a breach by the company of its payment obligations. Provided the company shall timely deposit within 10 business days of submission of the deposit, such notice to be accompanied by receipt from the appropriate Government authority.

- 22- Any enhancement in above government liabilities by the government of Pakistan will be considered by the contractor.
- 23- In case of any dispute between the contractor and PTCL in connection with the supply of Teams / Tools etc, the concerned SM Transport Operation will hear both the parties and will forward the case along with his recommendation to the General Manager Network Ops & Deployment NTR. The General Manager Network Ops & Deployment NTR, will be the final authority to decide the case and his decision will not be challenge-able in any court of law.
- 24- The rates quoted / accepted, and all other term and conditions mentioned in this 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. However, any change in scope of work/ route length during the course of tender will be intimated.
- 25- Contract can be awarded on the basis of technical & commercial assessment.
- 26- 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 tender.

Contractor Name & Signature with Seal

TECHNICAL OFFER

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FROM KHALL-BAIDAR HILL-DIR to CHITRAL
FROM HANGU-THALL-SADDA-PARACHINAR
FROM BANNU-MIR ALI-GHULAM KHAN

1- SCOPE

This tender is basically aimed for Provision of OFC Maintenance Services to carry out repair, maintenance and restoration etc works related to OFC Network laid from

- Khall-Baidar Hill-Dir to Chitral
- Hangu-Thall-Sadda-Parachinar
- from Bannu-Mir Ali-Ghulam Khan

Contractor will be responsible for carrying out the following tasks under this arrangement.

Responsibilities of Contractor
Mobility / Transportation of Teams as per Requirement for OFC Maintenance / Breakdowns
Contact No. / Mobile Phone availability (1+1 Communication facility)
Store Mobility at site
Fault Localization
Joining & Splicing of Optical Fiber Cables on the Route - Complete in all respects
Excavation in all type of soil
Back Filling & Compaction
Man Hole Opening / Closing and Sealing
Man Hole Cleaning
Replacement of Faulty Jumpers / Patch cords
ODF to ODF maintenance
Test results after completion of splicing
Corrective maintenance
Erection of Aerial OFC
Removal/shifting of aerial cable
Completion of all OFC work as per PTCL standards and specification
24/7 Email Access to give update regarding Team Mobility
Site Status update during OFC Breakdowns
Completion of all work as per PTCL standards
Fiber Patching at ODFs
Monthly Fiber Report Submission with OTDR traces to AM/Manager
Monthly PM activities on fiber routes and report to AM/Manager

2- TECHNICAL BACKGROUND & STRENGTHS

Please mention your strengths for provision of OFC / OFS Teams

QUERIES REGARDING TECHNICAL STRENGTH		
2.1	No. of Maintenance Teams currently working in NTR – I & NTR – II	
2.2	Relevant Experience with supporting documents	
2.3	Proof of Registration with Engineering Council	
2.4	Availability of 24/7 Support on Call	
2.5	No. of Vehicles Available	
2.6	No. of OTDRs Available	
2.7	No. of Splicing Machines Available	
2.8	No. of Power Meters Available	
2.9	No. Of Laptops available	
2.10	No. of FE/GE/E1 Testers available	
2.11	No. of Source Meters Available	
2.12	No. of VFLs Available	
2.13	No. of GPS Devices	

3. CONTRACTOR TEAM FORMATION

Contractor will ensure well equipped Teams under this Contract.

A: Each Team shall comprise of the following Persons/Tools etc.

Personnel	
Splicer / OTDR Technician	1
Skilled OFC Labour (to accompany splicer)	2
Driver	1
Tech / Helper	1
Resources & Tools	
OFC Jointing Van	1
Splicing Machine	1
OTDR	1
VFL	1
Laptop	1
Power Meter / Source Meter	1
Water Pump / Generator	1
Snake Rod / Duct Rod (Atleast 350 M)	1
GPS Device	1

B:

Personnel	
Cable Guard one for 25 Km section with Motorcycle to patrol	1
Stationary cable guard where civil work in progress	As & when required

4. SKILLS & PROFICIENCY OF CONTRACTOR'S TEAM MEMBERS:

- 4.1 The Splicer / OTDR Technician must be well conversant with Splicing of Optical Fiber Cables. Contractor Team should be proficient enough to complete a 24 Fiber Joint within 1 hour including preparation and splicing time.
- 4.2 Tech / Helper must be well conversant with the functions of OTDR / Power Meter / VFL/ Source Meter.
- 4.3 Labors should be skilled, active and should have experience in OFC / Underground and Aerial Cable related work.
- 4.4 Motor Driver should have Valid Driving License and should be well aware with the Traffic rules and regulations, Traffic Routes of whole NTR.
- 4.5 It is the responsibility of maintenance personnel to safeguard PTCL Network during maintenance.
- 4.6 The HR personals and tools backup is the responsibility of vendor.

5. CONDITION OF EQUIPMENT BEING GIVEN WITH THE CONTRACTOR TEAM:

- 5.1 OFC Jointing Van should be in very good condition, having multi fuel operation.
- 5.2 Splicing Machine should be in very good condition and of Fujikura or Sumitomo Make. Standard Optical Fiber Cable Tool Kit having Round Cutter, Straight Cutter, Cleaver, Stripper etc must be available with the Splicing Machine.
- 5.3 OTDR should be in very good condition and of EXFO / JDSU / Acterna Make.
- 5.4 VFL should be in very good condition and of minimum 25 Km Range.
- 5.5 Power Meter should be in very good condition and have sensitivity range of +10 to – 30 dB Range.
- 5.6 Generator should be in very good condition and of minimum 2.5 KVA Load Capacity. Additional lights along with minimum 50-meter extension wire should be available for Night time operations.
- 5.7 Water Pump should be in very good condition and should have minimum Two Inch diameter suction.
- 5.8 All the Tool & Equipment being provided should be insured. The Contractor will be solely responsible for any malfunction/defect or theft at site.
- 5.9 The Testing Tools and Equipment's for OFS activities should be in good working condition always and

GPS device must be available for accurate GIS coordinates.

6. TIMELINE / SLA FOR RESTORATION OF OFC CUT & REPAIR OF VEHICLE & EQUIPMENT

The following SLA shall apply:

1. *“Fault Reporting Mechanism must be documented.”*
2. *“Contractor shall ensure following SLA for Restoration for Khall-Chitral sections. SLA for Thall-Parachinar section not applicable for night time. For Bannu-Ghulam Khan route, SLA is conditional and to attend the cut as per area dynamics based on permission from LEA.*

<i>Event (per restoration basis)</i>	<i>Restoration per event</i>
<i>Single Cut in Fiber Ring (Non Service Affecting)</i>	<i>4 Hours</i>
<i>Dual Cut in Fiber Ring (Service Affecting)</i>	<i>3 Hours</i>
<i>Single cut in Fiber Spur (Service Affecting)</i>	<i>4 Hours</i>

Exclusion of SLA against Force Majeure such as war, riot, explosion, terrorism, natural disaster etc. is acceptable.”

3. *Liquidated Damages (LD) on Breach of SLA for Restoration*

<i>Event (per restoration basis)</i>	<i>Restoration per event</i>	<i>Liquidated Damages</i>
<i>Single Cut in Fiber Ring (Non Service Affecting)</i>	<i>4 Hours</i>	<i>1% of MRC* of the specific affected link for every hour after agreed restoration SLA up to maximum of 8% annual charges.</i>
<i>Dual Cut in Fiber Ring (Service Affecting)</i>	<i>3 Hours</i>	<i>2% of MRC* of the specific affected link for every hour after agreed restoration SLA up to maximum of 8% annual charges.</i>
<i>Single cut in Fiber Spur (Service Affecting)</i>	<i>4 Hours</i>	<i>3% of MRC* of the specific affected link for every hour after agreed restoration SLA up to maximum of 8% annual charges.</i>

**MRC = Monthly Recurring Charges*

4. *Contractor shall ensure following Key Performance Indicator (KPI) on Availability*

<i>Agreed Availability on Monthly Basis</i>	<i>To be followed as per categories and zones Details shared</i>
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Category	ZONE	Proposed SLA
Metro	NO-ZONE	99.9%
Core	NO-ZONE	99.92%

SLA Calculation formula

Percentage Availability (Category Based)

$$= \left(1 - \frac{\text{Outage time} \times \text{Affected Media (Category Based E1s)}}{\text{Total time} \times \text{Total Media (category Based Total E1s)}} \right) \times 100$$

5. *Liquidated Damages on Breach of Availability KPI*

Category	ZONE	Proposed SLA	LD's
Metro	NO-ZONE	99.9%	2% of MRC by PTCL if availability is between 99.89%-96% 6% of MRC by PTCL if availability is 95.99%-94% 8% of MRC by PTCL if availability is <93.99%
Core	NO-ZONE	99.92%	2% of MRC by PTCL if availability is between 99.91%-96% 6% of MRC by PTCL if availability is 95.99%-94% 8% of MRC by PTCL if availability is <93.99%

Notwithstanding anything contained herein before; PTCL shall ask the vendor for compensation of the SLA if breached as mentioned above.

7. **DETAILS OF WORK:**

- 7.1 The Contractor will form OFC Team for 24/7 duration as per above mentioned Team Structure.
- 7.2 The Teams will report to the concerned Manager / AM TT (Trouble Ticket) Assignment data etc will be maintained at the reporting Maintenance Center.
- 7.3 Monthly/Quarterly/Annual PO will be issued to Contractor upon the maintenance of underground and aerial OF Cables per Km.
- 7.4 OFC Maintenance in Km will be mentioned in the Monthly/Quarterly/Annual PO.
- 7.5 All the Teams engaged by the Contractor for OFC maintenance and Operations will be under Instructions and supervision of the Contractor and they may be used for related work in any area mentioned as per requirements of PTCL.
- 7.6 OFC Maintenance will be provided on 7 days a Week basis and network availability will be ensured during all sorts of Holidays. The Contractor may hire additional staff to accommodate leaves for its Team Members.
- 7.7 OFC Maintenance & Operations will be required for any type of Optical Fiber Cable Damages on the Route and there will be no bifurcation of old and new damages.
- 7.8 Both buried and Aerial OFC breakdowns on the Route / Preventive maintenance / Patching at ODF will be handled by the Contractor.
- 7.9 The Contractor will form a Help Desk on 24*7*365 basis with availability of Email and Contact Nos.

- 7.10 The Contractor will be responsible for the Fueling of all the vehicles.
- 7.11 All OFC related store will be provided by PTCL and will be timely intimated to avoid any untoward situation.
- 7.12 All ROW / Access Permissions will be the responsibility of PTCL.
- 7.13 The optical fiber cut GIS coordinates should be shared after every cut on updated diagram with concerned Manager/AM.
- 7.14 At the end of each month, the Contractor will submit a Report providing the following information:
- i) Details of Works carried out by Contractor during the month.
 - ii) The monthly OTDR traces of optical fiber cables must be shared.
- 7.15 Monthly meeting to be conducted by vendor with Manager and SM.
- 7.16 Vendor is required to share placement/accommodation detail of given FMC.
- 7.17 The vendor will execute civil works upto 500 meters trenching while store will be provided by PTCL.
- 7.18 The vendor will erect upto 1-kilometer arial cable while store will be provided by PTCL.

8. 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
8.1	Critical Event Notification (Complete Service Loss/Node Isolation) Applies to both Ring and of Spur Link	-----	If the CONTRACTOR fails to restore and / or finds effective work-around solution to restore the site items within the stipulated time as per the agreed SLA for reasons directly and solely attributable to CONTRACTOR, PTCL shall have the right to penalize the contractor by 5% deduction of PO Amount and engage third party contractor for restoration/workaround for which all costs shall be charged to the CONTRACTOR

NAME OF BIDDER & STAMP OF COMPANY

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 offer fully meets the tender requirement.
- b. **“Partially compliant”**, if the offer meets 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 offer.
- c. **“Non-compliant”**, if the offer not meets 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 and functional descriptions 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.
- f. The bidder must submit hard copy of Compliance statement of each clause/sub clause of technical specifications as in the given format.

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

- * C for Compliant
- PC for Partially Compliant
- NC for Non-Compliant

COMPLIANCE STATEMENT

S.#	CLAUSE OF STATEMENT	COMPLIANCE	REMARKS
1	SCOPE		
2	TECHNICAL BACKGROUND & STRENGTHS (DATA PROVIDED)		
3	CONTRACTOR TEAM FORMATION (AGREED)		
4.1	SKILLS & PROFICIENCY OF CONTRACTOR TEAM MEMBERS		
4.2			
4.3			
4.4			
4.5			
4.6			
5.1	CONDITIONS OF EQUIPMENT BEING GIVEN WITH THE CONTRACTOR TEAM		
5.2			
5.3			
5.4			
5.5			
5.6			
5.7			
5.8			
5.9			
6	SLA/TIMELINE FOR REPAIR OF VEHICLE & EQUIPMENT		
7.1	Details of Work		
7.2			
7.3			
7.4			
7.5			
7.6			
7.7			
7.8			
7.9			
7.10			
7.11			
7.12			
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7.16			
7.17			
7.18			
8	Penalties		

COMMERCIAL OFFER
TENDER DOCUMENTS FOR PROVISION OFC MAINTENANCE SERVICES TO CARRY
OUT REPAIR AND MAINTENANCE WORKS OF OPITCAL FIBER CABLE NETWORK
FROM KHALL-BAIDAR HILL-DIR TO CHITRAL RELATED TO TECHNICAL REGION
PESHAWAR

Section	Traffic carried for	Route length in KM	Rate per KM per month in PKR Inclusive of all Taxes and Exclusive of GST.
Khall-Akhagram OFC Khall-Shalpalam OFC Akhagram-Wari OFC Wari-Darora OFC Darora-Nachkara OFC Darora-Ghandighar OFC Ghandighat-Baidar Hill OFC Baidar Hill-Dir OFC Dir-Lowari Top tunnel OFC	PTCL and leased media of Different operators	100.5	
Lowari Top tunnel-Ashrait OFC Lowari Tunnel Ashrait-Darosh OFC Darosh-Chitral OFC	PTCL and leased media of Different operators	90	
TOTAL		190.5	

The vendor will provide two teams i.e one at Dir and one at Darosh covering whole OFC route.

I/We hereby certify and confirm that while quoting above 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 the Contractor with Name of Company & Stamp: _____

COMMERCIAL OFFER
TENDER DOCUMENTS FOR PROVISION OFC MAINTENANCE SERVICES TO CARRY
OUT REPAIR AND MAINTENANCE WORKS OF OPITCAL FIBER CABLE NETWORK
FROM HANGU-THALL-SADDA-PARACHINAR RELATED TO TECHNICAL REGION
PESHAWAR

Section	Traffic carried for	Route length in KM	Rate per KM per month in PKR Inclusive of all Taxes and Exclusive of GST.
Hangu-Thall City OFC Thall City-Parachinar OFC Tjoint Dallan MSAG OFC Doaba-Karbogha OFC MSAG Zaran OFC Dallan-Thall OFC Shewa-Thall OFC	PTCL and leased media of Different operators	217.5	

The vendor will provide FMC team placed at Thall covering whole OFC route.

I/We hereby certify and confirm that while quoting above 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 the Contractor with Name of Company & Stamp: _____

COMMERCIAL OFFER
TENDER DOCUMENTS FOR PROVISION OFC MAINTENANCE SERVICES TO CARRY
OUT REPAIR AND MAINTENANCE WORKS OF OPITCAL FIBER CABLE NETWORK
FROM BANNU- MIR ALI- GHULAM KHAN RELATED TO TECHNICAL REGION
PESHAWAR

Section	Traffic carried for	Route length in KM	Rate per KM per month in PKR Inclusive of all Taxes and Exclusive of GST.
Bannu-Mir Ali OFC Mir Ali-Miran Shah OFC Miran Shah-Ghulam Khan OFC	PTCL and leased media of Different operators	90	

The vendor will provide FMC team placed at Miran Shah covering whole OFC route.

I/We hereby certify and confirm that while quoting above 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 the Contractor with Name of Company & Stamp: _____

COMMERCIAL COMPLIANCE STATEMENT

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

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

DUTIES & RESPONSIBILITIES OF CONTRACTOR

A. 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 or after, the whole of the project has been finally accepted.

i. Delays in Performance

Any un-justifiable 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 goods and performance of services, the Contractor shall promptly notify PTCL in writing of the fact of the delay, its likely duration and its causes. As seen as practicable after receipt of the Contractor's notice, EVP Tech North and GM Network Ops & Deployment NTR shall evaluate the situation and may at its discretion extend the Contractor time for performance in which case time extension shall be ratified by the parties by amendment of the Contract.

ii. Contractor's Default

If the Contractor 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.

iii. **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.

iv. Amicable Settlement

v. The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

vi. 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.

vii. 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.

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

ix. 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 Peshawar, Pakistan.

x. 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.

- xi. 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.

B. FORCE MAJEURE

- i. Notwithstanding the provisions of the clauses of this RFQ, the Contractor 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, snow , 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 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.

C. TERMINATION OF CONTRACT

C.1.1 Termination of Contract For Default

- C.1.2 PTCL may, without prejudice to any other remedy for breach of Contract, by written notice sent to the Contractor to terminate this Contract in whole or in part.
- C.1.3 If the Contractor fails to render its services as specified in this Contract or any extension thereof granted by PTCL if the Contractor fails to perform any other obligation under the Contract.
- C.1.4 If the Contractor, 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.
- C.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 shall be liable to PTCL for any excess costs for such same similar goods and services. However, the Contractor shall continue, performance of the Contract to the extent not terminated.

E. Termination for Insolvency

- D1.1 Without prejudice or affecting of any right action or remedy which has accrued or will accrue there-after to PTCL, PTCL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent (this includes voluntary as well as involuntary winding up of the Contractor/Company).
- D1.2 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.

F. Termination for Convenience

- i) PTCL may by written notice sent to the Contractor 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 Contract 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'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 an amount equal to 05% of the contract price of the remainder. Alternatively, the Contractor may be reimbursed 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 signing of contract.

G. CERTIFICATES AND PAYMENTS

- a. The Contractor request for payment shall be made to concerned Manager Fiber Operations PTCL in writing, accompanied by an invoice describing, as appropriate, the service performed, copy of goods receipt certificate and fulfillment of other obligations stipulated in the Frame Agreement.
- b. Payment shall be made by PTCL, upon submission of an invoice/claim by the Contractor subject to availability of prerequisite documents specified under the Contract. penalty (if any) on account of late delivery, shall be deducted by Manager Fiber Ops from any outstanding invoice(s) of the Contractor submitted against the current or any other Contract/Purchase Order.
- c. The verified and approved documents shall be provided to Sr. Manager Finance NTR – I PTCL Peshawar for arrangement of payment.

- d. Payment shall be made on monthly basis on satisfactory performance of services.
- e. All monetary statements, estimates and payments shall be submitted in Pakistani Rupees. Payments by PTCL to the Contractor shall be made in the Republic of Pakistan and in Pak Rupees.
- f. Payment shall be made by S.M. Finance NTR –I PTCL Peshawar Cross Cheque only in the name of approved vendor after observing all usual formalities as per policy.
- g. Deduction shall be made from payment to contractor on account of penalty in accordance with clause of tender documents upon advice from Project Director about services and related period of delay.
Deductions should also be made from contractor on account of all admissible taxes.

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.