

Pakistan Telecommunication Company Limited

Regional Procurement, Karachi.

No. 1-03/2022/RPC/KHI/TENDER/SITC

Dated: 29th Jan, 2022

Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 10KVA UPS

Sealed Bids are invited from Vendors registered with PTCL for “Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 10KVA UPS”

1. Tender document provided should be complete in all respects Technical and Commercial and should be submitted to undersign or before **8th Feb, 2022** at 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 2% of total tender value 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@ptclgroup.com

IN THE NAME OF ALLAH THE MOST GRACIOUS, THE MOST MERCIFUL

PAKISTAN TELECOMMUNICATION COMPANY LIMITED



NO. 1-03/2022/RPC/KHI/TENDER/SITC

Dated: 29-01-22

**TENDER DOCUMENTS FOR THE SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF 10KVA UPS**

SUBMARINE CABLE NETWORK REGION KARACHI

**Senior Manager
Procurement Karachi**

Section- A

Introduction

PTCL is intended to procure 10 KVA UPSs of famous and renowned brand with state of art technology latest design and high rated performance scale able and durable with long term O&M Support pure Sine wave. Bidders who have any authorized dealership of such famous brand like ABB, APC and Emerson and also capable of providing O&M support are invited to bid in this tender. Supply installation will be required on three sites of international submarine cable system of HBY,MRD and Pak Capital.

OFFER SUBMISSION

1. Sealed Offer

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

2. Technical Offer.

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

3. 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**".

The sealed offers are to be deposited in the relevant tender box located in the Office of Senior Manager Procurement, EVP Zonal Office, Hatim Alvi Road, Clifton Block-4, Karachi.

"Bid Bond / Security" means **an irrevocable** bank guarantee issued by a scheduled bank, acceptable to PTCL, in Pakistan on judicial stamp paper with stipulated terms provided by PTCL in the form annexed with the tender documents. This is to be commensurate with the quoted price but in no case less than 2% of the total bid amount.

A. Tender Opening.

The bidders will not be allowed to attend Tender Opening Committee meeting.

C-1 DOCUMENTS TO BE SUBMITTED WITH TECHNICAL PROPOSAL

The bid shall comprise following documents

1. Company Profile
2. Bid Bond of required Amount.
3. Registered Offices and contacts in Pakistan.
4. Management & Staff Strength
5. Areas of Specialization
6. Experience in relevant Projects or the relevant fields
7. References
8. Compliance with all the clauses of technical specifications.
9. Compliance with all the clauses of bidding terms and conditions.
10. Each and Every page of technical proposal must be signed and stamped by the bidder.
11. Compliance with the full scope of work.

C-2. DOCUMENTS TO BE SUBMITTED WITH COMMERCIAL BID

The bid shall comprise following documents

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

B. Dead Line for Submission of Bids

Bids shall be dropped in the Tender Box kept in the Office of Senior Manager Procurement, EVP Zonal Office, Hatim Alvi Road, Clifton Block-4, Karachi by 8th February, 2022, up to 1600 Hours.

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.

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 obligation to inform the affected bidder (s) of the grounds for PTCL action.

D. 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:

Senior Manager Procurement, EVP Zonal Office, Hatim Alvi Road, Clifton Block-4, Karachi.

E. Modification and Withdrawal

- a. 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 two (02) days prior to the deadline prescribed for submission of bids.
- b. 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 mail but followed by a signed confirmation copy by post marked and received not later than two (02) days prior to the deadline for submission of bids.
- c. No bid may be modified subsequent to the timeline for modification as mentioned above.
- d. 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.

F. Clarification of Documents

A prospective bidder requiring any clarification of Bidding Documents may notify the PTCL in writing at PTCL's mailing address Zohaib.Munir@ptclgroup.com. 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.

G. 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.

H. Format and Signing of Bid

- 1.1 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.
- 1.2 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.

I. 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 services/items offered fully meet the tender requirement.
- b. **"partially compliant"**, if the services/items offered 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 offer.
- c. **"Non compliant"**, if the services/items offered do 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 "**.
- 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.

J. DUTIES & RESPONSIBILITIES OF CONTRACTOR

i. 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.

ii. 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 soon as practicable after receipt of the Contractor's notice, GM, N/W Ops - Karachi 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. Negligence will lead to the penalties as mentioned in the Annexure-A,

iii. 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 will lead to penalties as mentioned in annexure-A.

*iv. **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 prior to such termination.*

v. Amicable Settlement

- The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.*
- 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.*
- 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.*
- Within 30 (thirty) days of the said notice, both parties shall nominate and agree upon a solution and settlement of the issue will be decision of the respective GM as sole authority or arbitrator or owner of the site.*

K. 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, washout,, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the 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.*

L. TERMINATION OF CONTRACT

Termination of Contract for Default

- *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.*
- *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.*
- *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.*
- *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 Undelivered, 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.*

Section –B

S Scope of Work Supply of UPS 10 KVA

- Supply, installation, testing, commissioning of 10 KVA UPS on sites of MRD, HBY and Pak capital under submarine cable network .
- Vendor has to install the UPS and Battery banks in proper and professional way with concealed wiring through channel ducts as approved by the concerned in charge.
- If offered UPS is desktop type vendor has to check the site with the concerned in charge that same can be accommodated in pre-installed PTCL rack otherwise he has to quote the standard rack of that particular UPS.
- If vendor is supplying Tower type UPS take confirmation from in charge how to install the rack and its batteries.
- Vendor will attach principle letter with the bid if he is an authorized Dealer.
- Vendor need to fill the annexure sheet too and attach the brochures of the products.

A-1 Terms & Conditions

The contractors registered with PTCL for this particular category and preferable Authorized dealer with having local country office and capable of providing services for above scope would be eligible to participate in the tender. The bidders in this regard are advised to attach copy of their payment receipt of pre-qualification fee.

- 1- *The firm/contractor shall deposit equivalent to 2% of total bid amount along with the tender, as bid security/earnest money in shape of Pay Order in the favor of **PTCL** The bid security/earnest money should be put in the envelope of commercial proposal.*
- 2- *For the purpose of bid it must be kept in view that the items/services mentioned in the BOQ enclosed herewith will be supplied as original and high quality and applicable standards if required must be in good physical condition and services with the complete the scope of work.*
- 3- *The cost of any subsequent process required for the accomplishment of the job would be considered being included within the rates specified. No additional request apart from the contract for any cost component will be entertained. Such cost implication will be on part of the bidder.*
- 4- *Bids should be neatly written 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 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.*
- 5- *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.***
- 6- *Bid security/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

- 7- *In case of failure of the lowest bidder to accept the offer within one week, his bid security/earnest money will be forfeited and the offer would be made to the second one.*
- 8- *Rule 7 & 8 above may similarly be applied to the second and third bidder.*
- 9- *The bid security/earnest money of the contractor would be released upon receipt of performance security bond, the same will be retained till the completion of the work, and the performance bond should be valid till expiry of the warranty period and successful completion of the Contract.*
- 10- *The contractor will not claim any compensation or damage during execution of work for any reason whatsoever.*
- 11- *The contractor shall under no circumstances sublet or assigns the work or the contract without the prior written approval of PTCL; otherwise its security shell stands forfeited by PTCL.*
- 12- *PTCL shall not make any payment(s) to the contractor without acceptance of the completion reports supplied by the contractor, to the effect that the repair and maintenance work(s) has been completed to the entire satisfaction of the PTCL and the same is inspected and duly verified by the End user .*
- 13- *All the jobs mentioned in the scope should be performed **as per agreed mechanism**.*
- 14- *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..*
- 15- *Taxes will be deducted from contractor's bills as per prevailing laws of the Government of Pakistan.*
- 16- *In case of any dispute between the contractor and PTCL in connection with the supply of items or repairing work, the **Senior Manager Procurement, Karachi** will hear both the parties and will forward the case along with his recommendation to the worthy respective General Manager. **The General Manager** will be the final authority to decide the case and his decision will not be challenge-able in any court of law.*
- 17- *Any damage to the supplying material during transportation will will be responsibility of contractor.*
- 18- *PTCL reserves the right to cancel the tender without assigning any reason.*
- 19- *The terms and conditions of the Contract once entered by and between the Contractor and PTCL shall be the indenture which shall govern the scope/ purpose/ rights/ duties/ obligations/responsibilities/liabilities under this arrangement.*
- 20- *Commercial bid must encircle all the rated Taxes GST/income etc .GST must be mentioned separately as indicated in the format.*
- 21- *Bidders will clearly mention that no unforeseen charges in the offered solution as per scope.*
- 22- *Contractor is liable for the consequences of all errors and omissions on its part or on the part of its experts to full extent and within the limitations referred to here under.*

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.

Signature & Stamp of Contractor

A-2 Technical Compliance Statement

S.#	CLAUSE OF STATEMENT	COMPLIANCE	IF NO THEN REMARKS
1	<i>Each & every clause of Scope of Work</i>		
2	<i>Each & Every clause of T&C</i>		
3	<i>Authorized dealership (if any)</i>		
4	<i>Proof of supply of UPS any where in Pakistan with satisfactory report of some of the end users.</i>		
5	<i>Proof of Experience for Similar scope of work or Contracts related to Perkins or other brands.</i>		
6	<i>No. of Work Orders issued to bidder by other Organizations in last One Year (> PKR 1 Million) in similar Category</i>		
7	<i>Proof of Registration with Engineering Council</i>		
8	<i>Full understanding of the Scope of work</i>		
9	<i>.Mention the name of the workshop where panels modification will be carried out</i>		
10	<i>Local O&M support (company itself or third party) in case of third party mention the details .</i>		
11	<i>Letter of discontinuity from Principle</i>		

A-3 **Commercial Compliance Statement :-**

S.No.	Clause Statement	Compliance	Remarks
1	<i>DOCUMENTS TO BE SUBMITTED WITH COMMERCIAL BID Commercial Compliance Part</i>		
2	<i>Bid Bond of Required Amount</i>		
3	<i>Signed and Stamped Commercial Compliance Sheet</i>		
4	<i>Duly Filled and Signed Bid Form</i>		
5	<i>Sales Tax Registration Certificate</i>		
6	<i>Tax Return for last 3 years</i>		
7	<i>NTN Certificate</i>		
8	<i>Rates on PTCL Format</i>		
9	<i>Certificate on Stamp paper that the Bidder is not Black listed by any company or Govt organization</i>		
10	<i>Validity period of the quoted rates</i>		
11	<i>Compliance to the billing T&C</i>		

A-4 BOQ for UPS 10 KVA

Supply Installation & Testing Commissioning of 10KVA UPS for SCN Region						
S.No.	Description	Quantity	Brand	Unit Rate	Total Cost	Remarks
1	Supply, Installation, Testing and Commissioning of 10 KVA UPS for HBY,MRD and Pak Capital for any renowned brand of ABB/APC/Emerson etc with the attached spec saleable, Tower/Desktop type can be installed in racks or placed as Tower UPS	06 Nos.				Must be state of the art and latest technology based UPS with full O&M Support local or foreign with standard or extended warranty
2	Provision of UPS to configure in 1+1 configuration on single external battery bank through any internal or external device	01 job				
	SNMP remote monitoring option to NMS	01 job				
	Total Cost					

A-5 BOQ for Batteries as External Back up

Supply Installation & Testing Commissioning of 10KVA UPS for SCN Region						
S.No.	Description	Quantity banks	No. of cells per bank	Unit Rate	Total Cost	Remarks
1	Option-1 :- Battery Bank (name, brand, type of batteries, with rating etc.) with 01 Hour back, rack included	3				for each back up time as a options of 01 hour, 02 hours, 03 hours battery bank back up time .
2	Option-2 :- Battery Bank (name, brand, type of batteries, with rating etc.) with 02 Hour back, rack included	3				
3	Option-3 :- Battery Bank (name, brand, type of batteries, with rating etc.) with 03 Hour back, rack included	3				

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

Annexure for Specification of UPS.

10 KVA UPS Specification				
S.No	UPS Descriptions	Rating/Values	Compliance Yes/No.	Remarks (if any)
1	UPS Brand			
2	Country of Origin			
3	Country of Manufacture			
4	Continuity Date (with Letter of Manufacture)			
5	Discontinuity Date (with letter of manufacturer)			
6	Local Support Available			
7	easily configurable in 1+1			
8	Modular Type/ traditional			
9	Scale able Runtime on internally battery bank			
10	External battery back up support			
11	Maintenance bypass switch mode option			
12	If Tower Type			
13	If Desktop type			
14	Single phase in/out			
15	Plug & Play			
16	SNMP, ModBus and AS400 interface cards for remote control and monitoring of the UPS via a web browser			
17	Power factor			
18	Nominal input voltage 220/230/240 VAC			
19	Nominal Output Current (40 to 50 Amps)			
20	Nominal frequency 50 or 60 Hz			
21	Voltage tolerance $\pm 1\%$ (referred to 230V)			
22	Overall system efficiency			
23	protection Rating IP20			
24	Storage temperature upto 60C			
25	Operating temperature upto 40C			
26	Humidity level upto 95%			
27	crest Factor 3:1 (load supported)			
28	Warranty (standard or extended)			
29	Quarterly Visits during warranty and report sharing			
30	in which case replacement will be applicable, describe			

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.

