**TENDER NOTICE**

**TENDER NO. NTR-I/Tech-Pesh/IT-Equipment FOR NOD NTR /2019-20/02/**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF IT EQUIPMENT’S IN NTR-I & II**

Sealed bids are invited for **Supply, Installation, testing and commissioning of IT equipment’s in NTR-I & II** in accordance with Technical Specifications, Scope of Work and BOQ as specified in the Tender Documents.

1. Bids shall be submitted in Room #:012, Telephone Office, 1 The Mall Peshawar Cantt as per instructions provided in tender documents on or before 12:00 Hr. Dated: **23-07-2019**.
2. Tender documents can be purchased from the undersigned on payment of Rs. 1000/.- (non-refundable) through Demand Draft/pay order in favor of Senior Manager (Finance) NTR-1, Peshawar.
3. Bids received after the above deadline shall not be accepted and be returned unopened. Bids through E-mail / Fax / Courier shall not be accepted.
4. Commercial bids must be accompanied by a bid security of 2% of the total cost. **In case of non-compliance, the bids will be disqualified from further processing. (Not Applicable)**
5. 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.
6. 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 [www.ptcl.com.pk/media](http://www.ptcl.com.pk/media).
7. All correspondence on the subject may be addressed to the undersigned.

**Ibrar Hussain**

**SM (Regional Procurement)**

**Telephone House**

**1 The Mall, Peshawar Cantt**

**Tel: +92-91-5276013**

**Email:** **Ibrar.Hussain1@ptcl.net.pk**

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| --- |
| **BOQ FOR IT EQUIPMENT** |
| **S.No** | **Item DESCRIPTION** | **Unit** | **Rate** |
| 1 | Manageable Media Converter/L-2 Switch 2 GE/4 FE ports without SFP & Standard Power Cable (AC 180 to 220 V and 55 Celsius Operated with all essencial accessories to be installed at *User End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 2 | Manageable Media Converter/L-2 Switch 2 GE/8 FE ports without SFP & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 3 | Manageable Media Converter/L-2 Switch 4 GE/24 FE ports without SFP & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 4 | SNMP Aggregation Switch 16 GE/8 FE ports without SFP & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 5 | SNMP Aggregation Switch 24 GE/8 FE ports without SFP & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 6 | SNMP Aggregation Switch 2\*10 GE /24 GE /FE ports without SFPs & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 7 | SNMP Aggregation Switch 100/1000 BaseFX 24 SFP without SFPs & Standard Power Cable ( -48 V DC and 55 Celsius Operated with all essencial accessories to be installed at *Exch/NE/MSAG End* ) Type: D-Link, O-ring, Raisecom, Tenda, Fiber Home, Allied Telesis, Zyxel, Link Pro, Juniper, Cisco, Huawei, ZTE, Planet, Ewell or Any Other SNMP Compatable | No. |   |
| 8 | E1 to FE converters (2/4/8/16 E1s) & Vice Versa  | No. |   |
| 9 | SFP (1.25 G) 1310nm Single Mode Single Fiber 10 KM  | No. |   |
| 10 | SFP (1.25 G) 1310nm Single Mode Single Fiber 20 KM  | No. |   |
| 11 | SFP (1.25 G) 1310nm Single Mode Single Fiber 40 KM  | No. |   |
| 12 | SFP (1.25 G) 1550nm Single Mode Single Fiber 10 KM  | No. |   |
| 13 | SFP (1.25 G) 1550nm Single Mode Single Fiber 20 KM  | No. |   |
| 14 | SFP (1.25 G) 1550nm Single Mode Single Fiber 40 KM  | No. |   |
| 15 | SFP (1.25 G) 1310 nm Single Mode Dual Fiber 10 KM  | No. |   |
| 16 | SFP (1.25 G) 1310 nm Single Mode Dual Fiber 20 KM  | No. |   |
| 17 | SFP (1.25 G) 1310 nm Single Mode Dual Fiber 40 KM  | No. |   |
| 18 | SFP (1.25 G) 1550 nm Single Mode Dual Fiber 10 KM  | No. |   |
| 19 | SFP (1.25 G) 1550 nm Single Mode Dual Fiber 20 KM  | No. |   |
| 20 | SFP (1.25 G) 1550 nm Single Mode Dual Fiber 40 KM  | No. |   |
| 21 | SFP (1.25 G) 1310 nm Multi Mode Single Fiber 10 KM  | No. |   |
| 22 | SFP (1.25 G) 1310 nm Multi Mode Single Fiber 20 KM  | No. |   |
| 23 | SFP (1.25 G) 1310 nm Multi Mode Single Fiber 40 KM  | No. |   |
| 24 | SFP (1.25 G) 1550 nm Multi Mode Single Fiber 10 KM  | No. |   |
| 25 | SFP (1.25 G) 1550 nm Multi Mode Single Fiber 20 KM  | No. |   |
| 26 | SFP (1.25 G) 1550 nm Multi Mode Single Fiber 40 KM  | No. |   |
| 27 | SFP (1.25 G) 1310 nm Multi Mode Dual Fiber 10 KM  | No. |   |
| 28 | SFP (1.25 G) 1310 nm Multi Mode Dual Fiber 20 KM  | No. |   |
| 29 | SFP (1.25 G) 1310 nm Multi Mode Dual Fiber 40 KM  | No. |   |
| 30 | SFP (1.25 G) 1550 nm Multi Mode Dual Fiber 10 KM  | No. |   |
| 31 | SFP (1.25 G) 1550 nm Multi Mode Dual Fiber 20 KM  | No. |   |
| 32 | SFP (1.25 G) 1550 nm Multi Mode Dual Fiber 40 KM  | No. |   |
| 33 | SFP (10 GE) 1310 nm Single Mode Single Fiber 80 KM | No. |   |
| 34 | SFP (10 GE) 1310 nm Single Mode Dual Fiber 80 KM | No. |   |
| 35 | SFP (10 GE) 1550 nm Single Mode Single Fiber 80 KM | No. |   |
| 36 | SFP (10 GE) 1550 nm Single Mode Dual Fiber 80 KM | No. |   |
| 37 | SFP electrical module 1.25 G | No. |   |
| 38 | Installation, Testing & Commissioning of Managable Media Converter  | No. |   |
| 39 | Iinstallation, Testing & Commissioning of Managable Media Converter (in case of shifting within or out side premises subject to its health)  | No. |   |
| 40 | NMS with Hardware (Server & Client) with compatibility to manage 1000 nodes alongwith operations software. Both Core i7 or above (Dell/Lenovo/HP) | No. |   |
| 41 | Client to be integrated with NMS above | No. |   |
| 42 | License fee per node addition in NMS | No. |   |
| 43 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (5 M) | No. |   |
| 44 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (10 M) | No. |   |
| 45 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (15 M) | No. |   |
| 46 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (20 M) | No. |   |
| 47 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (25 M) | No. |   |
| 48 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (30 M) | No. |   |
| 49 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (35 M) | No. |   |
| 50 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (40 M) | No. |   |
| 51 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (45 M) | No. |   |
| 52 | Patch cord Single Mode Single Fiber LC-FC, FC-FC, FC-SC, LC-SC, LC-LC, SC-SC, SC-LC (50 M) | No. |   |
| 53 | Feed through FC-FC, FC-SC, FC-LC, SC-SC | No. |   |
| 54 | Pigtails 1.5 Meter LC-FC-SC | No. |   |
| 55 | UTP Cat-6 cable alongwith RJ-45 Connectors 1 to 1.5 m (D-Link, 3M, Schiender, AMP or any Local/Compatable) | No. |   |
| 56 | UTP Cat-6 cable alongwith RJ-45 Connectors 2-5 m (D-Link, 3M, Schiender, AMP or any Local/Compatable) | M |   |
| 57 | UTP Cat-6 cable alongwith RJ-45 Connectors 6 to 20 m (D-Link, 3M, Schiender, AMP or any Local/Compatable) | M |   |
| 58 | UTP Cat-6 cable alongwith RJ-45 Connectors 21-30m (D-Link, 3M, Schiender, AMP or any Local/Compatable) | M |   |
| 59 | UTP Cat-5 cable (D-Link, 3M, Schiender, AMP or any local /Compatable) | M |   |
| 60 | Crimping Tool of RJ-45 Connector | No. |   |
| 61 | ETSI 19" 42U Rack along with installation material (for S.No 1 to 7) | No. |   |
| 62 | Flexible Power Cable (10mm DC cable) for MMC installation at Exch/NE /MSAG Side , in case self provide power cable is short in length | M |   |
| 63 | A.C circuit breaker. 10A | No. |   |
| 64 | 1/2 inch PVC flexible pipe (Local Made Corrougated) | M |   |
| 65 | 1-inch PVC flexible pipe (Local Made Corrougated) | M |   |
| 66 | 10 G XFP/SFP+, 100M to 1000M Single mode | No. |   |
| 67 | 10 G XFP/SFP+, 10KM Single mode | No. |   |
| 68 | 10 G XFP/SFP+, 40KM Single mode | No. |   |
| 69 | 10 G XFP/SFP+, 80KM Single mode | No. |   |
| 70 | 10 G XFP/SFP+, 100M to 1000M Multi mode | No. |   |
| 71 | 10 G XFP/SFP+, 10KM Multi mode | No. |   |
| 72 | 10 G XFP/SFP+, 40KM Multi mode | No. |   |
| 73 | 10 G XFP/SFP+, 80KM Multi mode | No. |   |
| 74 | E1 PDH Mux,20km  |  No. |   |
| 75 | E1 PDH Mux,40km  | No. |   |
| 76 | 16E1 PDH/SDH Mux,20km | No. |   |
| 77 | OFC Power meter | No. |   |
| 78 | AC/DC Power adaptor for Media Converter | No. |   |
| 79 | AC power cable 3/0.29(Fast/Newage/Pakistan cable)  | M |   |
| 80 | AC power cable 7/0.29(Fast/Newage/Pakistan cable)  | M |   |
| 81 | AC power cable 7/0.44(Fast/Newage/Pakistan cable)  | M |   |
| 82 | Steel Corrogated PiPe 1 inch | M |   |
| 83 | Transparent Spiral PVC 18mm for patch cord | M |   |
| 84 |   | M |   |
| 85 | E2000-SC Optical Patch Cord  | No. |   |
| 86 | E2000-FC Optical Patch Cord  | No. |   |
| 87 | E2000-LC Optical Patch Cord  | No. |   |
| 88 | Plastic Fiber Tray (as per runway Size) | No. |   |
| 89 | Machine Labeling Printer | No. |   |
| 90 | Attenuator (for LC,FC,SC patch cords) | No. |   |
| 91 | Optical Fiber Adopter (LC, FC, SC) | No. |   |
| 92 | VFL Meter 50km with FC, SC, LC adapter | No. |   |
| 93 | Cable Tie Pack 100 pcs (8 inches) | PCS |   |
| 94 | PVC Duct 1 inch (Dura, Adamjee) | M |   |
| 95 | PVC Duct 2 inch (Dura, Adamjee) | M |   |
| 96 | Rawal Plug with screw 1 inch | PCS |   |
| 97 | Rawal Plug with screw 2 inch | PCS |   |
| 98 | Rawal Plug with screw 3 inch | PCS |   |
| 99 | Thimble (10mm) | PCS |   |
| 100 | Drop fiber errection (for GPON connection) aerially | M |   |
| 101 | Drop fiber laying up to 12" (inch) depth--For GPON Connection | M |   |
| 102 | P/L P.C.C 1:2:4 size 9" x 6" (inch) for GPON Connection | M |   |
| 103 | ONT,Rossette installation, configuration and power-up at customer's end--For GPON Connection | No. |   |
| 104 | Site visit / survey charges for GPON Connection | No. |   |
| 105 | SC/APC-SC/APC SM Simplex \*2.0mm 3m Patch cord for GPON connection (3 meter) Manufacturer (3M, Premiere) | No. |   |
| 106 | SC/APC-SC/APC SM Simplex \*2.0mm Patch cord for GPON connection (5 meter) Manufacturer (3M, Premiere) | No. |   |
| 107 | SC/APC-SC/APC SM Simplex \*2.0mm Patch cord for GPON connection (10 meter) Manufacturer (3M, Premiere) | No. |   |
| 108 | SC/APC-SC/UPC SM Simplex \*2.0mm 3m Patch cord for GPON connection (3 meter) Manufacturer (3M, Premiere) | No. |   |
| 109 | SC/APC-SC/UPC SM Simplex \*2.0mm Patch cord for GPON connection (5 meter) Manufacturer (3M, Premiere) | No. |   |
| 110 | SC/APC-SC/UPC SM Simplex \*2.0mm Patch cord for GPON connection (10 meter) Manufacturer (3M, Premiere) | No. |   |

**PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED**

**TENDER No. RFQ/Tech Pesh/Frame Contract Agreement Supply, Installation, Testing And Commissioning Of IT Equipment’s In NTR-I & II/2019-20/02**

**BID DOCUMENT/REQUEST FOR PROPOSAL**

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**PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED**

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**SECTION 1**

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**GENERAL INSTRUCTIONS TO BIDDERS**

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# Scope of Work

This tender is intended for providing connectivity to corporate customers. It includes supply and installation of manageable/un manageable convertors, SFPs and other different items required in completing connectivity. It covers supply/installation/Testing and commissioning of ISP part of circuits.

The contractor shall execute the entire works as per attached BOQ and shall hand-over the system ready for service with all allied works completed in all respects according to the PTCL/ International functional and technical specifications. Any equipment or material etc. omitted from BOQ and other lists, which may be reasonably implied and obviously necessary for the completion and efficient performance of the System in accordance with the specification, shall be deemed to have been included in the Contract BOQ.

* The contractor shall execute the entire Dismantling, installation, testing and commissioning of all type of equipment on turnkey basis in accordance with the standards and specifications.
* For the execution of the above work, the Contractor shall be responsible to Supply all installation material and services, and as per P.O issued, which shall be necessary for the complete functioning of the system and its interfacing with PTCL existing network.
* Survey the proposed sites/ routes for determining the requirements.
* Survey, install, test and commission and put into service the system in accordance with the PTCL standards and specification.
* During the installation of the proposed equipment at any site, vendor will be responsible for the restoration of the affected services, caused accidentally or due to poor workmanship of the vendor’s staff.

# Submission of Tender

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

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

**2.1 Volume-I: Commercial Proposal**

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

**a) Bid Form**

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

**b) Commercial Compliance Sheet**

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

i. Where a clause is stated to be complied, the bidder may provide further reference details,

ii. Where a clause has been stated as not complied or partially complied, the bidder will provide full details of such deviation.

iii. If certain clause(s)/sub-clause(s) are missed or left unattended in the commercial compliance statement, such clause(s)/sub-clause(s) shall be considered as not complied by the bidder.

iv. Failure of providing commercial compliance by the bidder shall be deemed as sufficient basis of rejection of the bid.

**c) Detail Price Schedule**

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

**2.2 Volume-II: Technical Proposal**

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

* 1. Sign all the Pages of Un-priced BOQ.
	2. Compliance with all clauses of the tender document;
	3. Compliance with the required Scope of Work;
	4. Details of Past Experience of Similar Nature of Work in PTCL with supporting

documents.

* 1. Company’s profile and technical expertise as follows:
* Company history, background
* Contacts Details
* Areas of specialization
* Experience in Turnkey Projects of the relevant field
* Other projects
* References.

**2.3 FORMAT AND SIGNING OF BID**

2.3.1 The Bidder shall prepare one TECHNICAL BID and one COMMERCIAL BID. All pages submitted by bidders in each bid must be clearly signed and stamped by contractor. If the Bidder failed to submit or not provide any of the Bids it will be treated as non-responsive and will be rejected.

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

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

**2.4 SUBMISSION OF BIDS**

Submission method of bids and deadline

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

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

c) Original bid bond security in the form of bank guarantee should be attached with commercial bid and a certificate be submitted with Technical Proposal that the bid bond is prepared and attached with the Commercial proposal.

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

e) Both these bids must be deposited in the Office of Manager Switching Ops Peshawar located at Room No. 104 Telephone House Peshawar.

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

* 1. PTCL may at its discretion, extend this deadline for the submission of bids in which case all

rights and obligations of PTCL and Bidders previously subject to the deadline will thereafter

be subject to the deadline as extended.

**2.5 MODIFICATION AND WITHDRAWAL**

2.5.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or with drawls is received by PTCL prior to the deadline prescribed for submission of bids.

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

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

2.5.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

# Alterations of Tender Documents

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

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

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

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

# Acceptance or Rejection of Tenders

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

# Interpretation of Tender Documents and Addenda

At any time prior to the deadline for submission of bids, PTCL may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the provisions of Bidding Documents by circulation of formal letter of amendment.

# Contract Price

The contract prices of all item rates shall be firm and final and shall remain valid for one year from the signing of the contract by both parties. No variation whatsoever shall be acceptable to PTCL.

# License and Registration

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

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

**VENDOR REGISTRATION**

1. Vendor registration is mandatory for all the vendors interested to supply material/services

to PTCL.

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

submitted.

1. Unregistered vendors are required to get registered with PTCL for good/continuous business

relationship.

# Tenders to Comply with the Specifications

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

# Successful Bidder

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

# Price Validity

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

# Evaluation of Bids

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

**Quality**

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

**Lowest Bid**

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

**Clarifications**

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

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

**Influencing Evaluation**

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

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

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

# CORRESPONDENCE

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

General Manager

(NOD, NTR)

Phone: 91-5279911

Email: said.khalil@ptcl.net.pk

SM Network Dev NTR Peshawar.

Phone: 091-5274000

Email wajahat.orakzai@ptcl.net.pk

**PAKISTAN TELECOMMUNICATIONS COMPANY LIMITED**

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**SECTION 2**

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**TERMS & CONDITIONS OF CONTRACT**

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# CONTRACTOR’S STAFF

* 1. In case of sickness of any of the Contractor’s staff members lasting longer than six weeks per year the Contractor shall replace him with another member of at least the same qualification. Sickness of the Contractor’s staff shall not affect any work and shall not change any Contracted rates/conditions.
	2. If the Contractor has to withdraw or replace its staff during the contract period, the cost shall be borne by the Contractor.
	3. PTCL will promptly inform the Contractor of any claims in respect of patent rights, copyrights, registered designs or other intellectual property rights and shall make no settlement thereof without giving to the other prior notice of the claims and a reasonable opportunity to deal with the same.

# INSURANCE

* 1. The Contractor shall carry and maintain during the performance of the Services under this Agreement, Worker’s Compensation and Employers Liability Insurance covering Contractor’s Employees in accordance with statutory requirements at location of services and such other insurance coverage normally carried by Contractor insuring against injury, loss or damage to persons and property caused by Contractor’s activities. PTCL shall not maintain any insurance on behalf of Contractor covering loss or damage to any property of Contractor.
	2. The works/goods shall be fully insured by the contractor in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning.
	3. All works/goods shall remain insured by the Contractor till the issuance of completion certificate by PTCL covering all risks including but not limited to theft, pilferage, damage, deterioration, breakage etc.

# TAXES AND DUTIES

* 1. The Contractor shall be responsible for all taxes including GST, duties, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the final delivery of the Goods or other obligations regarding services.
	2. Any increase or decrease in the rates of GST (if any) incase of local component shall be to the cost or benefit of the PTCL till final execution of the contract.
	3. Withholding tax shall be deducted as per applicable tax laws in Pakistan.
	4. Any increase or decrease in rates of duties and Taxes prevailing as on the date of contract shall be to the cost or benefit to PTCL.
	5. The contractor will fully inform itself of all Pakistani tax regulation and will pay all taxes; duties, tariffs and impositions lawfully assessed against the contractor for execution and performance of the contract.

# ACCEPTANCE OF SERVICES

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

# RULING LANGUAGE

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

# LICENSE/APPROVALS

* 1. The Contractor is responsible for obtaining all kinds of Licenses/Approvals e.g. municipality license, NOC etc as required by law and any Government Agencies for completion of the work. Any delay in receiving of Licenses/Approvals shall not be considered as “Force Majeure”.

# MAINTENANCE AND DEFECTS

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

# Completion Certificate

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

# Criteria for Completion of Works

* 1. The Works shall not be deemed to have been completed unless the following criteria have been met in addition to any other conditions stipulated in the Contract:
	2. All tests that are required to be carried out to materials, equipment, fittings and any item or component of the Works have been carried out in the various manners described in the Contract and all materials, equipment, fittings and any such item or component so tested have been shown by the tests to comply with the Contract and to the satisfaction of PTCL.
	3. The Works are in a condition such that PTCL can immediately occupy all the Works and use all of the Works to his full advantages and for the purpose for which it is intended to be used without hindrance or disruption from any employee, item of equipment, item of Temporary Works or temporary or surplus material of Temporary Works or temporary or surplus material of the Contractor.

# Documents FOR PAYMENT

* 1. Copies of the Contractor’s invoice (s) showing Goods / Services description, quantity, unit price, total amount invoice being valid for Sales refund claim.
	2. Manufacturer’s / Contractor’s warranty certificate.
	3. Consignee’s certificate that the Goods / services have been received in good order and condition.
	4. Documentary evidence of GST payment.
	5. PAT Completion Report. Successful handing taken over letter.
	6. Job Completion Certificate
	7. Service entry sheet

# CERTIFICATES AND PAYMENTS

### **Time of Payment**

Payment upon completion of each case will be made according to the terms and conditions of payment.

**Currency of Payment**

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

# APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than the Maintenance Certificate hereof shall be deemed to constitute approval of any work.

# METHOD oF PAYMENTs

* 1. The contractor may opt for payment through Cross Cheque issued from office of SM Finance Peshawar.
	2. Deduction shall be made from payment to contractor on account of penalty in accordance with clause of tender documents upon advice from Project Director about the quantity of goods and services and related period of delay.

# SCHEDULE OF PAYMENT

* 1. 100% of amount will be paid upon successful completion of the work and successful PAT.

#

# LIQUIDATED DAMAGES

 If the Contractor delays the submission of deliverables/completion of services by the specified date the Contractor shall pay to PTCL as and by way of liquidated damages resulting from the delay, the aggregate sum of half percent (1%) per week of total price and pro-rata for parts of week, for delay beyond the specified date, subject to a maximum of fifteen percent (15%) of the total Contract price.

# ASSIGNMENT

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

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

# TERMINATION OF THE CONTRACT BY CONTRACTOR

* 1. The Contractor shall not have the right to terminate or abandon the Contract except for reasons of force majeure.

# LIABILITY OF THE CONTRACTOR

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

# SETTLEMENT OF DISPUTES

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

# ENTIRE AGREEMENT

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

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

**APPENDIX A**

# BID FORM

To,

Pakistan Telecommunication Company Limited

Technical, Peshawar Region.

Dear Sir,

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

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

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

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

|  |
| --- |
| **Technical Bid** |
| S/No | Description | Remarks |
| 1 | Compliance sheet |  |
| 2 | Details of resources(labor and machinery, tools and equipment) |  |
| 3 | Past experience  |  |
| 4 | Proof of past Experience (Copies of POs) |  |

|  |
| --- |
| **Compliance statement of scope of work** |
| S.NO | SOW | C | NC | PC | Remarks |
| 1. | Section 1 |  |  |  |  |
|  | General instructions |  |  |  |  |
|  | 1 to 12 |  |  |  |  |
| 2. | Section-2 |  |  |  |  |
|  | Terms and conditions |  |  |  |  |
|  | 1 to 20 |  |  |  |  |

**Vendor stamp and signature.**