



"SAY NO TO CORRUPTION"

Invitation to Bids

Tender No.
3/II/2015

Pakistan Telecommunication Authority, Government organization invites sealed bids on percentage basis duly filled in figures as well as in words from the Civil Engineering Contractors, registered with Income Tax / Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2015/2016 for supply & fixing of Tough pavers in PTA HQs and FAB Building Islamabad as per detail below:-

S.No	Name of Works	NIT Cost (Rs.)	Earnest Money(Rs.)	Tender Fee (Rs.)
1	Fixing of Tough Pavers in PTA HQs & FAB Building, Islamabad	4,381,727.31	87634.55	500/-

- Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. Tender documents can be obtained from the office of undersigned on cash payment of Rs. 500/- (non-refundable) on any working day (Monday-Friday) on or before **30-05-2016**. The same could also be downloaded from PTA/PPRA websites free of cost i.e. www.ppra.org.pk.
- The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **30-05-16** by **1100 hrs**. Bids will be opened the same day at **1130 hrs**.

Deputy Director (Civil Works)

Ph.: 9225357, 9225352 Fax: 051-2878149, Email Address: asifsaeed@pta.gov.pk



PTA Headquarters, F-5/1, Islamabad.

[http:// www.pta.gov.pk](http://www.pta.gov.pk)

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Tender No. 3/II/2015

INVITATION TO BID

1. Pakistan Telecommunication Authority, Government organization invites sealed bids on percentage basis duly filled in figures as well as in words from the Civil Engineering Contractors, registered with Income Tax/ Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2015/2016 for supply & fixing of Tough pavers in PTA HQs and FAB Building Islamabad as per detail below:

S.No	Name of Works	NIT Cost (Rs.)	Earnest Money(Rs.)	Tender Fee (Rs.)	Tender Receiving Date/Time	Tender Opening Date/Time
1	Fixing of Tough Pavers in PTA HQs & FAB Building, Islamabad	4,381,727.31	87634.55	500/-	30.05.2016 11:00 am	30.05.2016 11:30 am

2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. Tender documents can be obtained from the office of undersigned on cash payment of Rs. 500/- (non-refundable) on any working day (Monday – Friday) on or before **30.05.2016**. The same could also be downloaded from PTA/PPRA websites free of cost i.e. www.ppra.org.pk.

3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **30.05.2016 by 1100 hours**. Bids will be opened the same day at **1130 hours**.

SD/-

Name

Deputy Director (Civil Works)

PTA Head Quarters,

F-5/1, Islamabad.

Ph.: 9225357, 9225352

Fax: 051-2878149

Email Address: asifsaeed@pta.gov.pk

Annexure-A

“Fixing of Tough pavers in PTA HQ’s Building and FAB Building in Islamabad”

TENDER DOCUMENTS

- 1. General instructions**
- 2. Special stipulations**
- 3. Bid Performa**
- 4. Estimates**
- 5. Draft of agreement**

PAKISTAN TELECOMUNICATION AUTHORITY

PTA HQs, F-5/1, Islamabad.

Ph.: 051-9225352

Fax: 051-2878149

<http://www.pta.gov.pk>

GENERAL INSTRUCTION

1. Pakistan Telecommunication Authority, Government organization invites sealed bids on percentage basis duly filled in figures as well as in words from the Civil Engineering Contractors, registered with Income Tax/ Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2015/2016 for supply & fixing of Tough pavers in PTA HQs and FAB Building Islamabad.
2. The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before 30.05.2016 by 1100 hours in the office of Deputy Director (Civil Works), PTA HQs, F-5/1, Islamabad. Bids shall be opened the same day on 1130 hours in PTA Auditorium.
3. The financial bid should contain the following mandatory information. Non provision of the following mandatory details will result in rejection of bids.
 - i. CNIC of the owner(s).
 - ii. Name, address, contact No.s along with signature of contractor on company letter head.
 - iii. Valid PEC registration for the relevant category for the year 2015/16.
 - iv. Proof of ownership in the shape of partnership deed/Sole proprietorship/Power of attorney etc.
 - v. Proof of completed works (minimum two works) during the last 3 years of similar nature having necessary information regarding cost, completion line and satisfactory completion certificate from the relevant client department.
 - vi. Provision of NTN/GST certificates.

PAKISTAN TELECOMMUNICATION AUTHORITY

SPECIAL STIPULATIONS

Fixing of Tough Pavers in PTA HQs & FAB Building, Islamabad

	The stipulations outlined hereunder in the form of a table summarize certain terms & conditions and these stipulations will be an integral part of the contract:	
1	Tender is based on MES schedule rates 2014 and all specifications of works and items will be followed as per MES schedule rates.	
2	Tender will be evaluated on the lump sum basis as a whole price of the project, whereas, the pricing and evaluation will be considered on the item rates. Final Payment will also be made by measuring actual quantities on itemised basis.	
3	Bidders should quote in figures as well as in words the %age tendered by them.	
4	No claim on Escalation during the currency of Contract will be entertained	
5	Arbitration	In case of any dispute or conflict between Contractor and Employer, the case will be referred to PC-I, PTA.
6	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on access quantities	
7	Employer has full right to execute any portion of work or whole work or cancel the execution of whole work and full right to increase or decrease the quantum of work or quantities.	
8	Amount of Earnest Money	2% of total quoted rate of bid amount.
9	Form of Earnest Money	Either a pay order or bank draft from scheduled bank in favour of PTA.
10	Earnest Money	Earnest Money of successful Bidder will be retained as part of retention Money. Earnest money of un-successful Bidder will be returned on issuing of Work Order to successful bidder.
11	Retention Money	Retention Money is limited to 6% of the contract value and will be retained from each running bill @ 4 %. Final adjustment will be made at the time of release of Final Bill.
12	Release of Retention Money	Retention Money will be released after 06 month(s) of completion of work subject to no complaint.
15	Time of commencement of work	Within 7 days of the issuance of work order

16	Time of completion of work	30 days from the commencement of work
17	Imposition of Penalty for non-completion of the work within stipulated time	0.1% of the contract price per day of the unfinished work on the date of completion and maximum up to the extent of 10 % of the work on the completion date. If the contractor is unable to finish the work, then the work shall stand cancelled, earnest money shall be forfeited and payment of the executed works shall be made after deduction of penalty.
18	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
19	In complete tender/bids will be rejected forthwith.	
20	You will work under the technical guidance of Deputy Director(Civil Works)	
21	All material/equipment will be checked and approved by the Deputy Director(Civil Works) before commissioning of work	
22	Income Tax/GST or other applicable taxes will be deducted as per GOP rules.	
23	Provision of NTN/GST whatsoever is applicable is mandatory.	
24	Bill should clearly indicate the NTN/GST no.	
25	An agreement will be done between the client and contractor on judicial paper of worth Rs. 100/-	
27	Payments will be made after verification of work on submission of bill and after getting approval from the Competent Authority.	
28	In case of any circumstances which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
29	Bid Should be valid for 90 days from the last date of submission.	
30	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
31	Each page of bid/document should be signed and stamped by the bidder.	
32	Bids %age over/below rates or amounts should be inclusive of all taxes, income and sales tax payable to Government of Pakistan or local bodies and no claims in this regard shall be entertained by PTA.	
33	The contractor rate shall include all incidental charges in connection with work.	
34	In case the total bid amount is less than the 10% below the NIT amount of the successful bidder, the bidder shall submit call deposit as performance security equal to the difference between NIT amount and total quoted amount less 10 % of NIT amount. That is, required performance security= NIT amount - total bid amount - 10% of NIT amount. This call deposit shall be in addition to the earnest money. This performance security shall be deposited within 10 days of issuance of work order. In case the performance security is not submitted with in the stipulated time period the work order shall be cancelled and earnest money deposited shall be forfeited. The performance security of the successful bidder shall be released after completion of work.	

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Performance security as per clause 34 shall be in the form of pay order/demand draft in the name of PTA from any scheduled bank of Pakistan.

Pakistan Telecommunication Authority		
<u>Sector F-5/1, Islamabad</u>		
Civil Works		
Name of Work	<u>Fixing of Pavers In PTA HQ & FAB in Islamabad</u>	
General Abstract of Cost		
1	Estimates based on MES Schedule rates 2014	<u>4,381,727.31</u>
	Earnest Money @ 2%	<u>87,634.55</u>
2	Quoted Percentage _____ above/below	
3	Amount in words _____ _____ _____ _____	
Note :-		
1	Contractors are required to give only percentage in words & figures, above or below on estimated amount to tender.	
2	L/Pur sand will be use in all cement consuming items	
Sign and Stamp of the Bidder		

Estimate for Tough Pavers in FAB Building (on MES Schedule , 2014)

Sr. No	Reference	Description of Works	Unit	Qty.	Rate	Amount
1	1-30	Clearance and grubbing of the area.	Sqm	1888	16.32	30,812.16
2	1-31	Compaction of natural ground up to 95% modified AASHTO density all as specified.	Sqm	1888	16.91	31,926.08
3	12-47	P/I of Lawrence pur sand in required area free from organic material along with hydraulic compaction and preparation of the area with 2" final layer in desired level and proper slope.	Cum	95	1067.34	101,397.30
4	3-16	P/I of PCC 1:2: 4 for benching for retaining tough pavers in triangular shape and in size of 7" in height & base with thread line.	Cum	8.5	8295.05	70,507.93
5	12-24	P/I o f tuff tiles (pavers) 80mm thick having 7000psi crushing strength manufactured by (izhar pvt. ltd. , bin crete, tuff pavers pvt. ltd, concrete concept) i/c grouting with sand in joints i/c finishing to require slope complete in all respect as approved and directed by the engineer in charge (in natural coloured) including 2" thick sand cushion.	Sqm	944.5	970.46	916,599.47
6	12-25	P/I o f tuff tiles (pavers) 80mm thick having 7000psi crushing strength manufactured by (izhar pvt. ltd. , bincrete, tuff pavers pvt. ltd, concrete concept) i/c grouting with sand in joints i/c finishing to require slope complete in all respect as approved and directed by the engineer in charge (except natural colour) including 2" thick sand cushion.	Sqm	944.5	1012.49	956,296.81
					Total (A)	2,107,539.74

Estimate for Tough Pavers In External Parking Area of PTA HQ Building (on MES Schedule, 2014)

Sr. No	Reference	Description of Works	Unit	Qty.	Rate	Amount
1	1-30	Clearance and Grubbing of the area.	Sqm	1952	16.32	31,856.64
2	1-31	Compaction of Natural Ground unto 95% Modified AASHTO density all as specified.	Sqm	1953	16.91	33,025.23
3	12-47	P/L of Lawrence pur sand in required area free from organic material along with hydraulic compaction and preparation of the area with 2" final layer in desired level and proper slope.	Cum	98	1067.34	104,599.32
4	1-1	Excavation as in Ordinary Soil up to 1.5 M depth, in foundation and pipe trenches up to 1.5 M wide, in shafts, wells and independent holes up to 30 Sqm each and throw earth clear of edges of excavation within 10m.	Cum	21	181.15	3,804.15
5	3-16	Providing and laying of CC Type 'B' using crushed or broken stones as specified, in drains, including formwork and fair faces to exposed surfaces for making Rain water Drain PCC (1:2:4) in " V " Shape 1 Ft deep and 3" wall thick as per Design including excavation.	Cum	10	8295.05	82,950.50
6	3-18	Providing and laying RCC Type 'B' using crushed stones in foundation, independent column footings, solid floors etc. including form work as specified. Reinforcement measured and paid separately. RCC (1:2:4) slabs 4" thick of size 1.5x 3 sq.ft. for covering of drain complete in all respect.	Cum	1	7,350.07	7,350.07
7	9-54	Supply and fix, bars round, using deformed bars Grade-40 including cutting, bending, binding and placing reinforcement in position.	Kg	85	112.58	9,569.30

8	9-16	Providing Grating for covering drain with 1.5" x 1.5"x 1/4 angle for frame and distribution with steel strips of 1.5" x 1/4 in 6 feet lengths filled with hinges including labour and with base coating of red oxide and enamel paint on top. Complete in all respect	Kg	180	171	30,780.00
9	15-68 & 69	2 coats of painting on new surfaces of any description of steel with Red Oxide	Sqm	3	135.77	407.31
10	21-29	Manhole, complete rectangular or circular as described ,Exc, 600mm Deep but not Exc 1800 mm deep , with iron steps of 230mm Brick wall. Complete in all respect including PCC foundation, benching, bolsters, internal plaster etc.	Cum	0.764	20528.47	15,683.75
11	21-35	Providing and Laying RCC 'B' class Manhole Cover (precast) complete with Engle Iron Frame embedded in concrete all as per information sheet # Svcs-341.	Each	1	4454.27	4,454.27
12	21-7	Supply and fix, RCC pipes 300mm bore, laid and jointed with spigot socket or tongue and groove joint, including rubber ring, as specified.	Meter	9	1594.46	14,350.14
13	12-24	P/L O F Tuff Tiles (Pavers) 80 mm Thick Having 7000psi Crushing Strength Manufactured By (izhar Pvt Ltd., Bin Crete, Tuff Pavers Pvt Ltd, Concrete Concept) I/C Grouting With Sand In Joints I/C Finishing To Require Slope Complete In All Respect As Approved And Directed By The Engineer In charge (in natural Coloured) including 2" thick sand Cushion.	Sqm	976	970.46	947,168.96

14	12-25	P/L O F Tuff Tiles (Pavers) 80 mm Thick Having 7000psi Crushing Strength Manufactured By (izhar Pvt Ltd. , Bin Crete, Tuff Pavers Pvt Ltd, Concrete Concept) I/C Grouting With Sand In Joints I/C Finishing To Require Slope Complete In All Respect As Approved And Directed By The Engineer In charge except natural colour) including 2" thick sand Cushion.	Sqm	976	1012.49	988,190.24
			Total (B)			2,274,187.57
			(A+B)			4,381,727.31

Total NIT Cost	4,381,727.31
Earnest Money @ 2%	87,634.55

AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply and Service Agreement (the "Agreement") for Fixing of Tough pavers is made on this day _____ 2016;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through Mr..... bearing CNIC..... having place of business at..... hereinafter referred to as "**the Contractor**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of procuring the services of the Contractor for fixing of tough pavers in Client's HQ's Building and its Frequency Allocation Board (FAB) building, H-10/4 in Islamabad (hereinafter referred to as "Tough Pavers & Services").
- B. The Contractor is a _____ (*details of incorporation*) which represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of Tough Pavers & Services to the Client in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services shall be provided only through the staff that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Contractor contained herein, the Client wishes to appoint the Contractor to provide the Tough Pavers & Services;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to supply and fix Tough Pavers as per requirements prescribed under **Annexure-A to this agreement;**

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meanings as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Bill of Quantity (BoQ)
- b) General conditions of Contract/ Special Stipulations.
- c) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- d) Earnest money/ Tender Guarantee
- e) Form of Agreement/ Contract Agreement
- f) Clients order to commence the work.
- g) Limit of Retention Money.

3. Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

3.1 Upon signing of this Agreement the Contractor shall be obligated to start the work on specified location by Client within -----and complete it within projected time -----calendar days. In case of failure Client will be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality of Equipment's being provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the Contractor.
- c. If the supply of tough pavers and services do not meet the specifications, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Contractor shall only be paid for tough pavers and Services actually rendered up to the date of termination, and

any advance payment in respect of tough pavers & Services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

5. Deliverables

5.1 The contractor shall finish the required work in _____ days as mentioned in the special stipulations.

5.2 The work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.

6. Charges

6.1 In consideration of rendition of the tough pavers and Services by Contractor the Client shall pay the Contractor, charges as specified in Annexure-A to the complete satisfaction of the Client.

6.2 All amounts paid to the Contractor as per Clause 4.1 above are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of Services and Equipment by the Contractor.

6.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

7. Invoice

7.1 The Contractor shall submit its Invoice in accordance with the rates/charges specified in **Annexure A** hereto.

7.2 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services and fixing at the Client's location.

7.3 The Contractor in addition to undertakes to fully indemnify and hold harmless the Client against any claims, losses, damages, or expenses in relation to injury or death to any persons or loss or damage to property arising out of the performance of Services.

7.4 The Contractor and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Contractor, his staff/employees to abide by this condition shall be the sole liability of the Contractor and it may result in termination of the Agreement

by the Client at its sole discretion.

8. Confidentiality

The Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

9. Indemnification

The Contractor shall indemnify and hold harmless the Client, its Chairman, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

10. Resolution of Disputes

10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

10.2 No All variations amendments and in or modification to the terms of this Agreement shall be made, except be in writing and shall be binding only if duly agreed and signed by both the parties or their duly authorized representatives.

11. Force Majeure Event

11.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

11.2 For the purpose of this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

11.3 In the of the force majeure event the Contractor shall provide 7 days’ notice of such event and its inability as a result thereof.

12. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

13. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

15. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

16. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

17. Annexure

Annexure A pertains to the details of i. general instructions, ii. Special stipulations, iii. Bid Performa and iv. Estimates. This Annexure along with all

documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of: Contractor

By : _____
Name: _____
Title : _____
Signature : _____
Date : _____

By: _____
Title : _____
Name : _____
Signature : _____
Date : _____

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____