



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
[http:// www.pta.gov.pk](http://www.pta.gov.pk)

Tender No. 2/II/2019

INVITATION TO BID for Provision and Installation of Fire Rated Doors in PTA HQs, Islamabad

Pakistan Telecommunication Authority, Government organization invites sealed bids from the Companies or firms who are the authorized dealers/distributor of the manufacturer duly registered with Income Tax / Sales Tax Departments and on ATL of FBR and having minimum 10 years of experience, for Installation of Fire Rated Doors in PTA HQs building F-5/1, Islamabad.

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. are available at the office of undersigned. Price of the bidding documents is Rs. 500/- (non-refundable cash /pay order in favour of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **17th April, 2019** by **11:00 AM**. Technical bids will be opened the same day at **11:30 AM**. This advertisement is also available on PTA & PPRA website at www.ppra.org.pk.

Deputy Director (Civil Works)
PTA Headquarters, F-5/1, Islamabad.
Ph.: 9225357, 9225352, Fax: 051-2878149
Email Address: asifsaeed@pta.gov.pk

Say No to Drugs

**“Tender for Installation of Fire Rated Doors in PTA HQs,
F-5/1, Islamabad”**

BID DOCUMENTS

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

PAKISTAN TELECOMUNICATION AUTHORITY

PTA HQs, F-5/1, Islamabad.

Ph.: 051-9225352

Fax: 051-2878149

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

General Instructions

1. Pakistan Telecommunication Authority, Government organization invites sealed bids from the Companies or firms who are the authorized dealers/distributor of the manufacturer duly registered with Income Tax/ Sales Tax Departments and on ATL of FBR for Installation of Fire Rated Doors in PTA HQs building F-5/1, Islamabad.
2. The Bidder has to survey the site for identifying actual BOQ and submit financial bid according to that.
3. The services will be hired according to **PPRA Single stage – two envelop procedure.**
4. Salient aspects of single stage – two envelop procedure are enumerated below:-
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - d. The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of PTA without being opened;
 - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those companies will be opened and evaluated who will secure 70% marks in technical evaluation at **Annex-B**.
 - h. The financial proposals (as per **Annex-A**) of technically qualified companies will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of companies not qualified shall be returned

un-opened to the respective bidders; and

- j. The bid will be evaluated on least quoted amount for qualified bidders in technical evaluation. It means that the firms which have qualified in the technical evaluation will become at par and the firm who has quoted the lowest financial bids will be awarded contract.
5. Bidders will be required to submit earnest money @ 2% of total bid price in the shape of pay order or draft in favour of PTA along with financial bid. A certificate in this regard is to be provided with Technical proposal that 2 % earnest money has been enclosed with Financial Proposal. 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 by PTA but not later than 30 days from the date of opening of financial bid.
 6. Affidavit on stamp paper that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder.
 7. Tax will be deducted at source as per GOP rules.
 8. Firm should be registered with income tax department. Bidder shall also provide copy of NTN and GST certificate.
 9. The successful company will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. **(Draft Agreement Attached)**.
 10. The company will commence work as per agreement between both parties.
 11. Each page of the documents should have sign and stamp of the bidder.
 12. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Purchase Committee- 1 (PC-1) whose decision will be final. However, the company will have the right to appeal to Chairman PTA.
 13. Incomplete tender/bids will be rejected forthwith.
 14. PTA reserves the right to accept or reject the tender as per PPRA rules.
 15. Interested Companies may forward their proposals as per above instructions, Financial Bid Performa (**Annex-A**), Technical Proposal/Mandatory requirements along with filled Performa (**Annex – B**) to the undersigned.

(Engr. Asif Saeed)

Deputy Director (CW)

051-9225357, 9225352

<u>SPECIAL STIPULATIONS</u>		
	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 will be evaluated on the lump sum basis as a whole price of the project i.e; lowest bid, fulfilling the technical and mandatory requirements at Annex-B , shall be accepted and awarded the contract.	
2	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.	
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	PTA 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 unsuccessful Bidder will be returned on issuing of Work Order to successful bidder but not later than 30 days from the date of opening of financial bid.
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 expiry of defect liability period i.e. 12 month(s) of completion of work subject to no complaint from DD (CWs).
13	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the contractor free of cost and if he fail to do so, PTA will get the job/work done from open market and the amount will be deducted from the retention money.
14	Time of commencement of work	Within 7 days of the issuance of work order
15	Time of completion of work	60 days from the commencement of work.

16	Imposition of Penalty for non-completion of the work within stipulated time	0.1% per day of the contract price the date of completion and maximum up to the extent of 10 % of the work on the completion date.
17	Cancellation of Work Order	If the work delayed and not completed up to above referred 10 % limit. The work order shall stand cancelled and no payment of the remaining work will be made. Final payment shall be made to the contractor after deduction of late payment of 10 % as well as after the forfeiture of retention money. The left over work will be carried out through some other vendor as per PPRA rules.
18	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
19	Payment	Full and Final payment will be made after successful completion of work subject to approval of the Competent Authority and on the recommendations of DD (Civil Works) and PC-1 of PTA.
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	Full and final payment will be made after verification of work on submission of bill(s) duly accompanied with Measurement Sheets and after getting approval from the Competent Authority.	
23	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of contractor as well as client. Force Majeure will be applicable.	
24	Bid Should be valid for 90 days from the last date of submission.	
25	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
26	Each page of bid/document should be signed and stamped by the bidder.	
27	Bids/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.	
28	The contractor rate shall include all incidental charges in connection with work. No extra payment will be made in this regard.	

Annex- A

Provision and Installation of Fire Rated Doors in PTA HQs Building, F-5/1, Islamabad

Sr. No	Description of Items	Unit	Qty.	Rate	GST	Amount
1	Providing & Fixing along with certification of Imported fire rated(resistant) doors with glass panel (UL listed) 42" x 84" (3.6' x 7') tested according to NFPA 252 or UL 10C and installation conforming to NFPA 80 from left to right of excellent quality, fire rating 120 mins, 16 gauge galvanized, jamb depth 146 mm, double rabbet frame, complete with UL listed hinge, UL push bar handle from inside, UL heavy duty industrial automatic/self-closing door closer, UL lock with key to be operated from outside and finished fire proof paint in bright red colour. Complete in all respect as per fire rating of 120 mins and as per satisfaction of engineer.	No.	10			
2	Removal and dismantling of existing doors.	No	10			
3	Civil works including Brick Work (if required), Plaster, and emulsion paint etc. on walls after complete installation of doors. Complete in all aspects	Job	1			
				Grand Total		

In Words

Note : 2% of total bid amount as Earnest money is to be enclosed of the financial bid and certificate in this regard is to be enclosed with technical proposal.

Stamp & Sign of the Bidder

Technical Evaluation Criteria & Mandatory requirements

Annexure-B

Part A) Mandatory Requirement *				
1	<i>Firm has to produce Sales Tax and Income Tax Registration.</i>			
2	<i>Proof of Active Tax payer list of FBR</i>			
3	<i>Certificate that 2 % Earnest Money is enclosed.</i>			
4	<i>Minimum 10 years of experience of firm/company. Documentary proof is to be attached.</i>			
5	<i>Affidavit on stamp paper amounting to Rs. 100/- that firm is not black listed.</i>			
6	<i>Complete specifications and brochures of the quoted brand along with copy of NFPA/UL standards. (Only imported doors and equipment is to be quoted along with proof of UL rating and other required standards)</i>			
7	<i>Firm must be authorised/dealer/distributor of the manufacturer and must have authorisation for installation and repair of the quoted brand along with the certification.</i>			
Part B) Technical Evaluation *				
Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	<i>Office in Rawalpindi / Islamabad</i>	5		<i>Firm having its office in Rawalpindi/Islamabad will get 5 marks.</i>
2	<i>Financial Health</i>	25		<i>Provide bank statements of last three years. Marks will be awarded on the following criteria.</i> <ul style="list-style-type: none"> <i>i. Annual transactions debit & (credit) of more than 20 million per year(25Marks)</i> <i>ii. Annual transactions debit & (credit) of more than 10 million per year (15 Marks)</i> <i>iii. Annual transactions debit & (credit) of more than 5 million per year (5 Marks)</i> <i>iv. Annual transactions debit & (credit) less than 5 Million per year (0</i>

			Marks)
3	General Experience of firm	10	Firms having experience of 10 years will be awarded 5 marks. 1 mark/year shall be awarded for each additional year up to 5 years maximum of 10 marks.
4	Specific Experience of firm for providing & Installation of Fire rated doors UL listed (imported)	20	Only jobs of similar nature having worth 1 million or more shall be considered and for each job 2.5 marks will be awarded up to max. of 20 Marks. Documentary evidence like work/supply order/completion certificate/pictures etc. is to be provided.
5	Active Tax Payer	10	If the firm is active tax filer than for each year 3.33 marks will be awarded max. Up to 10 marks. Tax return filed for previous three tax years is to be attached.
Sub Total		70	
<p>i. Minimum technical qualifying marks are 70% in above table whereas specifications of material as per Annex "A" shall be compulsory.</p> <p>ii. Provide documentary evidence for claiming the numbers in evaluation.</p> <p>iii. All supporting attested Documents to be attached for part A and B of this Annexure.</p>			

AGREEMENT

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

THIS Supply and Service Agreement (the "Agreement") for **Supply and Installation of Fire Rated Doors in PTA HQs, Islamabad** is made on this day _____ 2019;

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 **Supply and Installation of Fire Rated Doors in PTA HQs, Islamabad**. (Hereinafter referred to as "**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 requisite works as per BoQ 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/ labour/ workforce 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 **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 Contractor hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Contractor agrees to provide Services **at PTA HQs, Islamabad** as per requirements prescribed under **Bidding Documents to this agreement;**

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning 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) Invitation to bid
- b) Bidding documents
- c) Bill of Quantity (BoQ)
- d) General conditions of Contract/ Special Stipulations.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- f) Earnest money/ Tender Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Retention Money.
- j) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.

3. Term

Upon signing of this Agreement the Contractor shall be obligated to start work on specified location by Client within **07 days** and complete it within projected time **60 calendar days**. In case of failure the Client will be entitled to deduct any amount payable to the Contractor and assign the work to any other Contractor at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained the 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 services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Contractor shall only be paid for works actually rendered up to the date of termination, and any advance payment in respect of Services, Islamabad 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 work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.
- 5.2 The Contractor shall furnish the certificate that each door is tested and installed as per the required standard and door rating.
- 5.3 Each door is to be fitted with compliance tag. All Compliance Tags should include the necessary fire door information, such as: the manufacturer's name, fire rating/resistant level, owner's name, certifier's name, the year the door was manufactured and the item serial number.

6 Charges

- 6.1 In consideration of rendition of the **Services** by Contractor the Client shall pay the Contractor, charges as specified in Annexure-A to the complete satisfaction of the Client.
- 6.2 Full and final payment will be made after successful completion of work and on recommendations of PC-1 PTA and DD(Civil works).
- 6.3 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Contractor.

6.4 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 t 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 Warranty certificate:

The Contractor shall provide warranty certificate on completion of work that installation has been carried out in accordance with principal manufacturer instructions to withstand the specified fire rating.

10 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.

11 Resolution of Disputes

11.1 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.

12 Force Majeure Event

12.1 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.

12.2 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.

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

13 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.

14 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.

15 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.

16 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.

17 Assignment

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

18 Annexure

- i. **Annexure A** pertaining to description of items/Qty and **Annexure B** pertaining to Technical Evaluation Criteria and Mandatory requirements forms an integral part of this Agreement and has to be read and construed as part of 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 _____

