



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Tender No. 13/11/2019

Request for Expression of Interest

Hiring of Consultant for Design and Detailed Supervision of Misc. Civil Works for PTA HQs, F-5/1, Islamabad

Pakistan Telecommunication Authority, a Government organization invites Expression of Interest (EOI) from the consulting firms /consultants having 5 years of experience, who are on Active Taxpayers List of the Federal Board of Revenue for the services of **Design and Detailed Supervision of Misc. Civil Works for PTA HQs, F-5/1, Islamabad**. Method of selection will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two Envelop Procedure of PPRA Rules.

Expression of Interest documents, containing detailed terms and conditions, etc. are available from the office of undersigned during office hours up **09:00 AM to 5:00 PM**. Price of the EOI documents is Rs.1000/-. EOI documents can also be downloaded from (www.pta.gov.pk) free of cost.

The expression of interest, prepared in accordance with the instructions in the EOI documents, must reach the office of undersigned on or before **31st December, 2019 by 1100 hours**. The expression will be opened the same day at **1130 hours** in the presence of bidders. This advertisement is also available on PPRA website at www.ppra.org.pk.

Engr. Asif Saeed
Deputy Director (Civil Works)
PTA Headquarters, F-5/1, Islamabad.
Ph: 051-2878114, 9225352, Fax: 051-2878149
Email Address: asifsaeed@pta.gov.pk

"Say No to Drugs"





Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
HEADQUARTERS, F-5/1, ISLAMABAD
<http://www.pta.gov.pk>
"Say No to Corruption"

Requests for Proposal

(RFP)

Hiring of Consultant

For

Design and Detailed Supervision of Misc. Civil
Works for PTA HQs, F-5/1, Islamabad

1.0 Letter for Invitation

1. Consultants registered with PEC/PCATP for year 2019/2020 having min 5 years of experience are invited to show their expression of interest for architectural/interior design and detailed supervision of establishing following Civil works of PTA HQs, Islamabad.
 - i. Renovation and upgradation of 5th Floor, Ceiling of Corridors, Basement Auditorium, Cafeterias, kitchens, washrooms and entrance lobby of PTA HQs. PTA HQs building was constructed in year 1999. Building is comprised of Basement + Ground + 5 floors and addition block of 3 floors. Area of each floor is approx. 7000 sq.ft. The facility requires architectural/interior upgradation to modern concept and designs as per best civil engineering practices. Some of the works are
 - a. Renovation and upgradation of 5th floor Conference room.
 - b. Ceiling replacement of 5th floor and corridors.
 - c. Renovation of basement and auditorium including tiles and ceiling.
 - d. Renovation of 5 x Kitchens.
 - e. Renovation of existing washrooms.
 - f. Replacement of automatic door at entrance lobby and establishment of reception desk.
 - g. Renovation of officer's cafeteria including new furniture.
 - h. Minor R/M of remaining cafeteria building
 - ii. Renovation and upgradation of PTA hostel. PTA hostel is being utilized as bachelor accommodation for PTA staff and has an covered area of approx. 9500 sq.ft. The building needs upgradation and renovation. Some of the works are
 - a. Construction of officers dining room, parking sheds and 2 x stores.
 - b. Improvement and extension of driveway.
 - c. Minor repair/maintenance of building including washrooms.
 - d. New standard furniture of all rooms.
 - e. Purchase of 350 KVA generator set
- i. Interested Firms must prepare and submit their proposal with proper Indexing and Annexes with required documents.

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- ii. The selection process will be conducted under Rule 3-C i.e. Least Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Single Stage Two envelop Procedure of PPRA Rules.
2. The major components of the consultancy include the following:-
- i. Upgradation and renovation according to requirements to be indicated by PTA.
 - ii. Internal Architectural/Interior designing of the building.
 - iii. Upgradation of services like electrical, public health utilities, standby generator, Internal network connections for telephone, internet, Internal telephone exchange, fire protection and CCTV surveillance and security protection.
 - iv. Design and layout of work stations, furniture and furnishing etc (if required).
 - v. Preparation of estimates for all repair/renovation works.
 - vi. Preparation of tender documents e.g. Detailed architectural and tender drawings, BoQs, technical specifications, specific conditions of contract, general conditions of contract for and assistance/recommendation to PTA in selection of construction contractor as per PPRA Rules.
 - vii. Resident detailed supervision of hired contractor (round the clock during the construction phase) of the work.
3. Information required for evaluation

Interested consultants are invited to apply for the services by sending following information as per specified format included in this document:-

- a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm.
- b. Certificate of registration as consultant in the relevant categories with PEC/PCATP for year 2019/2020.
- c. Copy of Registration with Tax Authorities / FBR, Active tax payer status as per FBR and income tax returns for at least last 3 years.
- d. Organization of the firm, list of permanent professional staff along with signed C.Vs mentioning their qualifications, experience, address and experience for each project. **Annex A- 4** of RFP Document.
- e. General experience of the firm and the list of ongoing projects in this respect including name of the client, project synopsis and value of the assignment to be provided separately.
- f. Relevant experience of Architectural, Structural & other facilities design and supervision of consultancy projects of similar nature at- least one

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- building, mentioning name of the client, project synopsis and value of the assignment. **Annex A-3** of RFP Document.
- g. Current commitments/ on-going projects of the firm (if any).
 - h. Facilities available with the consultant to perform their function effectively (proper office premises, software, hardware, list of equipment owned by company, record keeping etc.)
 - i. Project completion/Client satisfaction certificates for the last three experience jobs from the respective clients.
 - j. An affidavit on stamp paper of worth Rs.100/- duly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
 - k. Bank statements of last 1 year / banker's certificate of good conduct.
 - l. Equipment Software Capabilities (if any).
 - m. Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm).
 - n. Proof of association of firms/JV on judicial paper, if any
4. The RFP documents can be obtained from PTA HQs at a cost of Rs. 1,000/- (each) and deadline for submission of prescribed EOI documents is **31st December, 2019 by 11:00 AM**. Opening of technical proposals date will be **31st December, 2019 at 11:30 A.M** at PTA HQs.
5. PTA reserve the right to verify the documentation submitted by consultants and shall disqualify a consulting firm if it finds, at any time, that the information submitted by the company/firm concerning its short listing as consultant was false and inaccurate or deliberately left incomplete.
6. Consultants will be informed, in due course, of the result of technical qualification process. Financial bids of technically qualified firms would be opened as per Single Stage Two envelope procedure of PPRA.
7. Once selected as consultant, the firm or any of its partners/affiliates would not be eligible to participate as contractor in construction phase of the project.
8. PTA reserves the right to accept or reject any or all applications as per PPRA Rules.

Deputy Director (Civil Works)

PTA HQs, F-5/1, Islamabad.

Ph: 051-9225352

2.0 Instructions to Consultants

2.1.1 Submission of Applications

- 2.1.1.1. Applications must be received in sealed envelopes to be delivered by hand or through registered mail under due acknowledgement to:-

Deputy Director (Civil Works), PTA HQs, F-5/1, Islamabad

(Hiring of Consultant for Design and Detailed Supervision of Misc. Civil Works for PTA HQs, F-5/1, Islamabad), Not later than **1100 hours _____, 2019.**

- 2.1.1.2 The name & mailing address of the consultant shall be clearly marked on the back of the envelope.
- 2.1.1.3 All information to be provided in English Language.
- 2.1.1.4 The consultants must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the consultant.
- 2.1.1.5 Clarification if required may be asked in writing by post/other communication means.

2.2 Evaluation Criteria

The services will be hired according to PPRA Single stage – two envelop procedure. 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;

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- (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) Based on the record / documentary evidence submitted by the bidders, each firm shall be marked as per the under mentioned Evaluation Criteria mentioned at **Annex A-7**. Financial bids of those companies will be opened and evaluated who will secure 70% marks in technical evaluation at **Annex- A-7**.
 - (h) The financial proposals (as per **Annex-A-8**) 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;
 - (j) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e; the qualified consultant offering the total lowest bid shall be awarded the contract. .

2.2.1 General

Technical Evaluation will be based on the criteria given in succeeding paras 2.2.2 to 2.2.7 regarding the consultants general & specific experience & skilled capabilities as demonstrated by the Consultant's responses in the forms attached to this document. Experience as JV/Consortium or Association of firms will also be considered, with consultant as the lead firm/consultant. The consultants meeting mandatory requirements would have to obtain at least 70% passing marks out of evaluation criteria to be successfully qualified for opening of financial bid.

2.2.2 Minimum/Mandatory Requirements (to be provided as per specified format)

- (a) Letter of Application to PTA **Annex A-2**.
- (b) Certificate of registration as consultant with PEC/PCATP for year 2019/20.
- (c) Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer.
- (d) An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
- (e) Bank statements of last 1 years/ banker's certificate of good conduct.
- (f) Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm).
- (g) Proof of association of firms/JV on judicial paper, if any.
- (h) Minimum experience of 05 years of architectural/interior designing and detailed supervision of building projects and at least one work of similar nature.
- (i) Litigation history of last 03 years, if any.
- (j) Earnest money equal to 2 % of total bid price of design fee of three works as mentioned in para 1.0 (1) above and this should be in seal envelope of financial bid. A certificate in this regard must be attached with technical proposal that 2 % earnest money is attached with.

(k) Minimum Requirements of Persons

a. Design Phase.

1. Principal Architect	01
2. Junior Architect	01
3. Civil Engineer	01
4. Quantity Surveyor	01

b. Supervision Phase.

5. Project Manager/Resident Engineer	01
6. Quantity Surveyor / Associate Engineer	01

Note: Non-submission of any of the above requirements will result into disqualification of the proposal.

2.2.3 Personnel Capabilities

The consultants must have in their employment suitably qualified professional(s) who will take part in the design & supervision. The consultant will supply the information of its skilled staff, which will be a key factor for short listing as per **Annex A-4.**

2.2.4 Equipment/Software Capabilities.

The consultant should have/own the technical equipment/software for the proper design/analysis of the building. The consultant will provide the information of its technical software and equipment as per **Annex A-5.**

2.2.5 Projects Completed

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the work, date of award, date of completion, duration etc. of maximum 03 projects of similar nature and 03 projects of general nature completed in last 03 years as per **Annex A-3.**

2.2.6 Financial Strength

The Consultant should provide at least 1 year bank statements along with banker's certificate of good conduct.

2.2.7 Litigation History

The consultant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution over the last 3 years. A history of award against the Consultant or any partner of a JV/AoF may result in rejection of the application as per **Annex A-6.** In addition, an affidavit by the firm that it is not blacklisted by any Government / Public Sector Autonomous body will also be the part of the technical proposal.

2.3 Updating the Information

Bidder shall be also required to update all given information like skilled staff, equipment's/software etc. used for short listing at the time contract signing if there is substantial change in proposed staff for the work. A proposal shall be rejected if the Consultant's qualification thresholds are no longer met during the contract period.

2.4 Other Factors

2.4.1 Only consultants that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm/consultant whether alone or in legal association with of other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.

2.4.2 PTA reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.

2.4.3 Evaluation criteria is detailed at **Annex A-7**

3.0 Scope of services/TOR of the provision of Consultancy Services / description of the Project

PTA intends to upgrade and renovate the old facilities of PTA as mentioned in the above para 1 to the modern and up to date as well as they should be very functional and economical in cost. Salient features of the required works are as under:

- a. Architectural and interior designing of the facilities.
- b. The design should be as per the modern concept and techniques.
- c. The design should be comfortable for the PTA staff.
- d. It should be well ventilated and airy.
- e. Quality of service.
- f. Value for money.

Phase – I of Consultancy (Design Phase)

- Preliminary Design & Planning after taking inputs of PTA
- Plan and design the architectural work as well as the interior decoration and designing, soft and hard furnishing meeting the best standards and by employing qualified designers.
- Upgradation and renovation according to requirements to be indicated by PTA.
- Internal Architectural/Interior designing of the building.
- Upgradation of services like electrical, public health utilities, standby generator, Internal network connections for telephone, internet, Internal telephone exchange, fire protection and CCTV surveillance and security protection.
- Design and layout of work stations, furniture and furnishing etc (if required).

- Preparation of estimates for all repair/renovation works.
- Preparation of tender documents e.g. Detailed architectural and tender drawings, BoQs, technical specifications, specific conditions of contract, general conditions of contract for and assistance/recommendation to PTA in selection of construction contractor as per PPRA Rules.
- Resident detailed supervision of hired contractor (round the clock during the construction phase) of the work.
- Assisting PTA in hiring the contractor as per approved/required works of PTA.

Phase –II of Consultancy (Construction)

- The Consultant shall, as per Client’s agreement with the contractor(s), supervise renovation works (round the clock) with the best professional and consulting standards to ensure that the building is being renovated as per design with satisfactory & engineering practice.
- Verification of Contractor bills for payment by PTA.
- The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements, approval of works, variation work etc.
- Assist in liaison between the Client and Contractor.
- Review and approve “As Built” drawings prepared by the Contractor.
- The Consultant shall carry out detailed final inspection of the work and shall recommend to the client for issuance of completing certificate stating that the work has been completed as per design, drawings, standard specifications, contract agreement, tender document meeting the best civil / architectural practices.
- Preparation of punch list.

4.0 Schedule of Activities and Payments

- a. The consultant shall be required to complete the assignment and receive the payments as per following schedule: -

	Description/Milestones	Mode of Payment	Time Frame
Phase – 1 (Design Phase)			
Stage – I	Preparation of Final Architectural/ Interior Design of the building with Floor/sitting	70 % of approved Design Fee of consultant. This	To be completed within 60 days from the award of

	Plans as per PTA's requirement. (revised designs will be submitted if required by PTA)	payment shall be made on completion up to stage-III on recommendation of DD(CWs) of PTA.	the work.
Stage – II	Submission of detailed Architectural, Structural, Electrical, Telephone & Networking, Public Health, security etc. & other Drawings etc.		
Stage –III	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, estimates, BOQ etc for hiring the contractor		
Stage – IV	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor	20% of approved Design Fee of consultant.	
Stage -V	On completion of PTA Works (Construction Phase) by Contractor.	Remaining 10 % of approved design fee.	
Phase – 2 (Construction Phase)			
Stage-I	Execution and detailed supervision of works	Supervision fee will be paid proportionately in accordance with the value of physical progress achieved by the contractor from time to time maximum up to 90% of the approved supervision fee.	2 months
Stage-II	Completion of Maintenance period	10% of approved cost of phase II of consultancy fee on expiry of 12 months defect liability period of contractor.	12 months

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- b. The consultant's fee payment for phase -1 of consultancy will be in accordance with stages mentioned in schedule of activities and payments given above.
 - c. Security money during design phase shall be deducted at the rate of 10% of each running bill and will be released on completion of stage-1 of phase-2 i.e. completion of construction period.
 - d. In case the any delay / Time over running renovation work execution stage which is not account of consultant's liabilities then additional monthly may be awarded as per following formula:

Daily payment to consultant = $0.75 \times (\text{Total Lump Sum Amount quoted by consultant for resident supervision fee of project} / 60 \text{ days}) \times \text{No of days for which work has been delayed.}$
 - e. This above schedule of payment and activities is applicable for two repair works separately.

5.0 Bid Price

The Consultant shall quote a single total lump sum price for provision of design as well as detailed supervision services for both the works separately. However, each bid shall be bifurcated into first and the second phase fee for payment purposes. Performa in this regard is enclosed an **Annex- A- 8**.

6.0 Penalty

- a. In case the design (Phase-1) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.25 percent per day of the total consultancy fee for the design phase will be imposed, till completion of the assignment maximum up to 40 days of the original timeline. IN case, the work isn't completed within 40 days then penalty @ 0.5% per day shall be charged for 20 days. If the work still not completed within extended time, the contract shall be terminated. Delay period due to reasons beyond the control of consultant will not be considered as delayed.
- b. In case the resident supervision (Phase-2) is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.25 percent per day of the total consultancy fee for the design phase will be imposed, till completion of the assignment maximum up to 40 days of the original timeline. IN case, the work isn't completed within 40 days then penalty @ 0.5% per day shall be charged for 20 days. If the work still not completed within extended time,

the contract shall be terminated. Delay period due to reasons beyond the control of consultant will not be considered as delayed.

7.0 Force Majeure

- a. For the purposes of this project, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include
 - I. Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, nor
 - II. Any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required.
- d. Force Majeure period, whenever involved will be added in the given time lines of the project.

8.0 Cost of RFP

The bidder shall bear all costs associated with the preparation and submission of its bid and the PTA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

9.0 TYPE OF CONTRACT

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used for each work.

PROPOSED DRAFT FORM OF CONTRACT

A Draft Form of Contract is attached as **Annex- A-9**.

Document Checklist

(To be checked and marked by consultant and must be complete in all aspects and as per checklist sequence upon submission of documents)

Sr. No	Documents Required	Check Mark (Yes/No)	Submitted document page number
1	Letter of Application to PTA duly filled as per format provided in <u>Annex A-2</u> .		
2	Certificate of registration as consultant with PEC or PCATP for year 2019/2020.		
3	Copy of Registration with Income Tax Authorities/ FBR.		
4	Copy of income tax returns for the last 3 years and proof of active tax payer.		
5	An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.		
6	Bank statements of last 1 year / Bank certificate of good conduct.		
7	Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm) if any.		
8	Proof of association of firms/JV on judicial paper, if any.		
9	Copy of NTN/GST certificate.		

10	Experience of the Consultant/Details of Completed Specific and a general projects duly filled as per format provided in <u>Annex A-3</u> .		
11	Professional qualifications and professional experience of staff duly filled as per format provided in <u>Annex A-4</u> .		
12	Current commitments/projects of the firm (Attach Sheet) along with the work order.		
13	Equipment Software Capabilities duly filled as per format provided in <u>Annex-A-5</u> .		
14	Litigation history duly filled as per format provided in <u>Annex A-6</u> or Company Certificate		
15	Client satisfaction certificates for the last three relevant experience jobs from the respective clients.		
16	Details of Office in Rawalpindi / Islamabad (Attach Sheet)		
17	Financial bid is attached separately in separate sealed envelope.		

***Note:**

- i. Each page of the RFP proposal submitted by the company must be properly numbered and must bear company official seal along with signatures of company representative. Failure to comply may result in disqualification.
- ii. Consultants are requested to visit the premises before submission of the financial bids to avoid any misconception at the later stage.

Letter for Application

[Letter head paper of the consultant, or the lead partner,
Responsible for joint venture/association of firms, including full details
Of postal address, telephone no., fax no., email, website etc.]

To:-

Deputy Director (Civil Works)
PTA HQs, F-5/1, Islamabad.

Sir,

1. Being duly authorized to represent and act on behalf of(hereinafter “the Consultant”), and having reviewed and fully understood all documents as a consultant for provision of Consultancy services for Misc. Civil Works of PTA HQs.
2. Attached to this letter are copies of original documents defining:
 - a. The consultant’s legal status.
 - b. The principal place of business.
 - c. Minimum/Mandatory requirements, Technical and Financial bids as per PTA RFP Document.
3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.
4. Your department and its authorized representatives may conduct the following persons for further information, if required.
 - a. Mr.....Tele No.....
 - b. Mr.....Tele No.....

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) PTA reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) We confirm that we are enclosing all required documents as per format provided in RFP document of PTA along with valid photocopies of all other required documents as mentioned in document checklist: **Annex A-1**.
- d) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

<u>Signed</u>	<u>Signed</u>
<u>Signed</u>	<u>Signed</u>
<u>For and on behalf of</u> <u>(name of consultant or lead partner of</u> <u>a JV)</u>	<u>For and on behalf of</u> <u>(name of consultant or partner of a JV)</u>

	To be filled in by Consultant
Name of Consultant Firm	

Experience of the Consultant/Details of Completed Projects

Note:- The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria **Annex A-7**. Please fill in all requirements and write N.A where not Applicable.

Specific Project # _____

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project/Floor area	
6	Value of the Consultancy Services Provided	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	

*Use separate sheet for each project. Also attach supporting documents

General Project # _____

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project	
6	Value of the Consultancy Services Provided in Millions PKR	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	Name of the Project Contractor	
11	Date of Award to the Contractor	
12	No of Staff provided	
13	Name of JV firms, if any	
14	Date of completion/expected date of completion of the project.	
15	If there are any delays in project? What were the reasons and project cost over runs?*	
16	Any other detail/information*	

*Use separate sheet for each project. Also attach supporting documents

Academic and General Qualifications of Staff held with Principal Consultant/Partner(s)/JV

(To be filled in by Consultant)

1. Masters: MA/M.sc (Civil/Arch/Electrical)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	PEC/PCATP Registration Number	Name of Current Employer	Total Experience
1									
2									

2. Ph.D (Civil/Arch/Electrical)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	PEC/PCATP Registration Number	Name of Current Employer	Total Experience
1									
2									

3. Quantity Surveyor / Associate Engineer (Civil/Arch)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	Name of Current Employer	Total Experience
1								
2.								

Note: Please attach separate sheets for number of persons.

Annex A-4**Details of Professionals held with Principal Consultant/Partner(s)/JV**

(To be filled in by Consultant)

1. Architect**a. General Details:**

Proposed for PTA Project	Name	Qualification	Date of Birth	Name of Current Employer	Position in Firm	Experience with current Employer	Total Experience	Availability for PTA consultancy (Full time/Part time)
Prime								
Alternate (if any)								

b. Experience Details:

Summarize professional experience of Prime Principal Architect in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr. #	DD/MM/YY		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience
	From	To					

*attach additional sheet on same format if required.

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio- data correctly describes myself, my qualification and my experience.

Signature_____

Date:- _____

Annex A-4

2. Engineer (PhD, MA/MSc, BA/BSc) (Struct/Civil/Arch/Electrical)

a. General Details:

Proposed for PTA Project	Name	Qualification	Date of Birth	Name of Current Employee	Position in Firm	Experience with current Employer	Total Experience	Availability for PTA consultancy (Full time/Part time)
Prime								
Alternate (if any)								

b. Experience Details:

Summarize professional experience of Civil engineer in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr #	DD/MM/YY		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience
	From	To					

*attach additional sheet on same format if required.

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio- data correctly describes myself, my qualification and my experience.

Signature_____

Date:- _____

Annex A-4**3. Quantity Surveyor / Associate Engineers (MA/MSc/BSc/DAE)****a. General Details:**

Sr.#	Name	Qualification	Date of Birth	Name of Current Employee	Position in Firm	Experience with current Employer	Total Experience	Availability for PTA consultancy (Full time/Part time)
1.								
2.								

b. Experience Details:

Summarize professional experience of QS in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr #	DD/MM/YY From To		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience

*attach additional sheet on same format if required, for additional QS Engineer (MSc/BSc/DAE).

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio- data correctly describes myself, my qualification and my experience.

Signature_____

Date:- _____

Equipment/Software Capabilities

Name of Consultant

Sr. No	Equipment/Software	Name/Number
1.	No. of Computers	
2.	Software under Use for <ul style="list-style-type: none">• Architecture• Structure Design• Qty Surveying• Surveying	
3.	No of Printers	
4.	No. of Plotters	
5.	Survey Equipment (if any)	

Litigation History

Name of Consultant or Partner of a Joint venture
--

Consultants, including each of the partners of JV, should provide information on any history of litigation or arbitration resulting from projects executed in the last 3 years or currently under execution.

Year	Award FOR or AGAINST Consultant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

If no litigation history in last 3 years then provide a certificate whereby mentioning that the firm or any of its affiliates/partners are involved in any such proceeding either nationally or internationally.

Evaluation Criteria

Sr. #	Evaluation Requirement	Points
1	Establishment / Registration of Consultant Firm i. 10 x Years & above = 05 points ii. 6 to 9 Years = 04 points iii. Up to 05 years = 03 points (Documentary evidence must be attached, e.g., PEC / PCATP along with NTN Registration, SECP etc.)	05
2	Specific Experience. Completed projects of similar nature at least 1 not less than Rs. 10 million project cost. i. Minimum 2 Points for 1 x project. (02) ii. For each additional project above 1 x project, 2 points for each project subject to a maximum of 18 points. (18) (Certificates/work orders/ contracts/ from departments / clients should be attached for claiming points)	20
3	General Experience. Existing General Projects other than specific already completed by firm not less than the Rs. 10 Million project cost. 1 point for each project, subject a maximum of 10 projects (Certificates from departments / clients should be attached for claiming points)	10
4	Current / on-going Projects. Maximum 3 x projects having a worth of Rs. 20 million or more will be considered for this category. For each project 2 points max. up to 6 marks) (Please note that only 3 projects will be considered in this category)	06
5	Academic & General Qualification of Technical Staff <div><div>i. 1 x Principal Architect</div><div>Max = 05 points</div><div>a. Ph D = 05 points. b. MA / MSc = 03 points c. BA/BSc = 02 points.</div></div> <div><div>ii. 1 x Junior Architect</div><div>Max = 03 points</div><div>a. PhD = 03 points b. MA / MSc/BA/BSc. = 02 points</div></div> <div><div>iii. 1 x Civil Engineer</div><div>Max= 05 Points</div><div>a. Ph D = 05 points. b. MSc = 03 points c. BSc = 02 points.</div></div>	22

Sr. #	Evaluation Requirement	Points
	iv. <u>1 x PM/Resident Engineer</u> Max = 05 points a. PhD = 5 points. b. MSc = 3 points. c. BSc = 2 points.	
	v. <u>1 x Quantity Surveyor</u> Max = 04 points a. MSc = 4 Points b. B.Sc = 3 points. c. DAE = 2 points.	
7	Professional Experience i. <u>Principal Architect</u> Max = 7.5 points a. Experience up to 10 years and above = 7.5 points b. Experience 5 to 9 years = 05 points c. Experience 3 to 4 years = 2.5 points d. Experience less than 3 years = 01 points ii. <u>Junior Architect</u> Max = 03 points a. Experience above 5 years = 03 points b. Experience 3 to 4 years = 02 points c. Experience less than 3 years = 01 points iii. <u>Civil Engineer</u> Max = 05 points a. Experience up to 10 years and above = 05 points b. Experience 5 to 9 years = 04 points c. Experience 3 to 4 years = 02 points d. Experience less than 3 years = 01 points iv. <u>Resident Engineer</u> Max = 7.5 points a. Experience up to 10 years and above = 7.5 points b. Experience 5 to 9 years = 5 points c. Experience 3 to 4 years = 2.5 points d. Experience less than 3 years = 01 points v. <u>Quantity Surveyor</u> Max = 04 points a. Experience up to 10 years and above = 04 points b. Experience 5 to 9 years = 03 points c. Experience 3 to 4 years = 02 points d. Experience less than 3 years = 01 points	27
8	Office Locations a. Rawalpindi / Islamabad = 5 points b. Other cities = 0 points	05
9	Credit & Debit Transactions as per Bank Statement for last 1 year	05

Sr. #	Evaluation Requirement	Points
	i. 5 Million or above = 05 points ii. Up to 4 Million = 03 points iii. 1 Million or below = 02 points	
Total Points		100

Note: Firms must obtain 70% points to qualify for opening of financial bids as detailed in the above table.

PERFORMA FOR SUBMISSION OF FINANCIAL BID
(Lump sum fee is to be quoted)

I _____ hereby Tender following cost of the services for the work _____.

Design Fee (PKR)	Supervision Fee (round the clock)	Total (PKR)

Amount In words:

Note:

- i. It is mandatory to quote for two works. Financial bid of the bidder shall be rejected if not quoted for all two works. The lowest financial bid of the technical qualified bidder shall be accepted.
- ii. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- iii. Bid should be valid for at least 180 days from last date of submission of bids.
- iv. Quote separate Bids for each work (i.e. two bids for two works as mentioned at para 1.0 (1) above duly accompanied with 2% earnest money)
- v. Perspective bidders are requested to visit the proposed sites before submission of bids to avoid misperception at later stages.

Name of Consultant:

Signature:
[Seal]

DRAFT AGREEMENT

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

THIS Service Agreement (the "Agreement") **for Design and Supervision of Misc. Civil Works** 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 the "Client" which expression shall where the context admits include its administrators and assigns) of the One Part

And

_____ through
Mr. bearing CNIC
..... having its registered place of business
at.....

(hereinafter referred to as "**the Consultant**," 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. The Client is desirous to acquire services of the Consultant for **Design and Detailed Supervision of Misc. Civil Works** (Hereinafter referred to as the "**Services**"). **for PTA HQs, at F-5/1 and PTA Hostel, Islamabad (Hereinafter referred to as the "PTA Premises")**.
- B. The Consultant 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 referred in detail in Annexure of A-7 of RFP to the Client in accordance with highest industry standards and satisfaction of the Client. The Consultant 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 Consultant contained herein, the Client wishes to appoint the Consultant 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 Consultant hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide Services **at PTA Premises** as per requirements prescribed under **clause 5 of the Agreement and the Proposal request** to this Agreement;

2. Agreement Documents

2.1 In this Agreement, the following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Request for Proposal (RFP)
- c) Instructions in General / Special to the Consultant.
- d) Addenda and Corrigenda, if any, issue by the Clients and duly accepted by the Consultant at the signing of the Agreement.
- e) Earnest money/ Tender Guarantee
- f) Form of Agreement/ Contract Agreement
- g) Clients order to commence the work.
- h) Limit of Retention Money.
- i) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.
- j) All annexures of the tender documents i.e. **Annex- A-1 to Annex-A-9**

3. Term

3.1 Upon signing of this Agreement the Consultant shall be obligated to start work on specified location by Client within seven **(07) calendar days** and complete it within projected time Sixty **(60) calendar days**.

4. Termination

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

- a. By giving 15 days advance notice.
- b. without advance notice, in case the Consultant is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services;
- c. Without cause, by giving three (03) calendar days advance written notice to the Consultant, If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.

-
- d. In case of such termination, the Consultant shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period falling after the effective date of termination shall be refunded by the Consultant within seven (07) calendar days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Consultant 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 Consultant.

5. Deliverables

5.1 The Services should be of best quality and as per specification

- i. Renovation and upgradation of 5th Floor room, Ceiling of Corridors, Basement Auditorium, Cafeterias, kitchens, washrooms and entrance lobby of PTA HQs. PTA HQs building was constructed in year 1999. Building is comprised of Basement + Ground + 5 floors and addition block of 3 floors. Area of each floor is approx. 7000 sq.ft. The facility requires architectural/interior upgradation to modern concept and designs as per best civil engineering practices. Some of the works are
 - a. Renovation and upgradation of 5th floor Conference room.
 - b. Ceiling replacement of 5th floor and corridors.
 - c. Renovation of basement and auditorium including tiles and ceiling.
 - d. Renovation of 5 x Kitchens.
 - e. Renovation of existing washrooms.
 - f. Replacement of automatic door at entrance lobby and establishment of reception desk.
 - g. Renovation of officer's cafeteria including new furniture.
 - h. Minor R/M of remaining cafeteria building
- ii. Renovation and upgradation of PTA hostel. PTA hostel is being utilized as bachelor accommodation for PTA staff and has an covered area of approx. 9500 sq.ft. The building needs upgradation and renovation.

-
-
- a. Construction of officers dining room, parking sheds and 2 x stores.
 - b. Improvement and extension of driveway.
 - c. Minor repair/maintenance of building including washrooms.
 - d. New standard furniture of all rooms.
 - e. Purchase of 350 KVA generator set

The deliverables shall be preparation of architectural design, interior designing, furnishing, technical specs of the material, estimates, BoQs, preparation of tender documents, assisting PTA in hiring of the contractor for the designed renovation work and round the clock detailed supervision of the hired contractor. Salient features of the required services are as under:

- a. Architectural and interior designing of the floor
 - b. The design should be as per the modern concept and techniques.
 - c. The design should be comfortable for the PTA staff.
 - d. It should be well ventilated and airy.
 - e. Quality of service.
 - f. Value for money.

Phase – I of Consultancy (Design Phase)

- Preliminary Design & Planning after taking inputs of PTA
- Plan and design the architectural work as well as the interior decoration and designing, soft and hard furnishing meeting the best standards and by employing qualified designers.
- Upgradation and renovation according to requirements to be indicated by PTA.
- Internal Architectural/Interior designing of the building.
- Upgradation of services like electrical, public health utilities, standby generator, Internal network connections for telephone, internet, Internal telephone exchange, fire protection and CCTV surveillance and security protection.
- Design and layout of work stations, furniture and furnishing etc (if required).
- Preparation of estimates for all repair/renovation works.

- Preparation of tender documents e.g. Detailed architectural and tender drawings, BoQs, technical specifications, specific conditions of contract, general conditions of contract for and assistance/recommendation to PTA in selection of construction contractor as per PPRA Rules.
- Resident detailed supervision of hired contractor (round the clock during the construction phase) of the work.
- Assisting PTA in hiring the contractor as per approved/required works of PTA.

Phase –II of Consultancy (Construction)

- The Consultant shall, as per Client’s agreement with the contractor(s), supervise renovation works (round the clock) with the best professional and consulting standards to ensure that the building is being renovated as per design with satisfactory & engineering practice.
- Verification of Contractor bills for payment by PTA.
- The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements, approval of works, variation work etc.
- Assist in liaison between the Client and Contractor.
- Review and approve “As Built” drawings prepared by the Contractor.
- The Consultant shall carry out detailed final inspection of the work and shall recommend to the client for issuance of completing certificate stating that the work has been completed as per design, drawings, standard specifications, contract agreement, tender document meeting the best civil / architectural practices.
- Preparation of punch list.

6. Charges

6.1 In consideration of rendition of the **Services** by Consultant the Client shall pay the Consultant, charges as per following schedule: -

	Description/Milestones	Mode of Payment	Time Frame
Phase – 1 (Design Phase)			
Stage – I	Preparation of Final Architectural	70 % of approved	To be completed

	Design of the building with Floor/sitting Plans as per PTA's requirement. (revised designs will be submitted if required by PTA)	Design Fee of consultant. This payment shall be made on completion up to stage-III on recommendation of DD(CWs) of PTA.	within 30 days from the award of the work.
Stage – II	Submission of detailed Architectural, Structural, Electrical, Telephone & Networking, Public Health, security etc. & other Drawings etc.		
Stage –III	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, estimates, BOQ etc for hiring the contractor		
Stage – IV	Assist PTA in Tender, Evaluation, Prequalification & Hiring of Contractor	20% of approved Design Fee of consultant.	
Stage -V	On establishment of PTA Office by contractor.	Remaining 10 % of approved design fee.	
Phase – 2 (Construction Phase)			
Stage-I	Execution and detailed supervision of works	Supervision fee will be paid proportionately in accordance with the value of physical progress achieved by the contractor from time to time maximum upto 90% of the approved supervision fee.	2 months
Stage-II	Completion of Maintenance period	10% of approved cost of phase II of	12 months

		consultancy fee on expiry of 12 months defect liability period of contractor.	
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6.1 Security money during design phase shall be deducted at the rate of 10% of each running bill and will be released on completion of stage-1 of phase-2 i.e. completion of construction period.

6.2 In case of any delay / Time over running renovation work at execution stage which is not account of consultant's fault then additional monthly payment may be awarded as per following formula:

Monthly payment to consultant = $0.75 \times (\text{Total Lump Sum Amount quoted by consultant for resident supervision fee of project} / 2 \text{ (months)})$

6.3 Final payment will be made after successful completion of services and on recommendations of PC-1 PTA and DD (Civil works).

6.4 All amounts paid to the Consultant 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 Consultant.

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

7 **Invoice**

7.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-8 and as scheduled in clause 6.1** of this Agreement.

7.2 The Consultant 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 at the Client's location.

7.3 The Consultant 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 Consultant, his staff/employees to abide by this condition shall be the sole liability of the Consultant and it may result in termination of the Agreement by the Client at its sole discretion.

8 Ernest Money

Earnest money equal to 2 % of total bid price will be retained by PTA and shall be released on completion of the task to the satisfaction of the Client as per criteria.

9 Confidentiality

The Consultant, 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 Consultant 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.

10 Certification:

The Consultant shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, PEC/PCATP guidelines.

11 Indemnification

The Consultant 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 Consultant 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.

12 Resolution of Disputes

12.1 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 binding on both parties (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.

13 Force Majeure Event

13.1 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.

13.2 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.

13.3 In case of the force majeure event the Consultant shall provide 7 days' notice of such event and its inability as a result thereof.

14 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.

15 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.

16 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.

17 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.

18 Assignment

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

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 : _____

By: _____

Name: _____

Title : _____

Title : _____

Name : _____

Signature : _____

Date : _____

Signature : _____

Date : _____

Witnesses

1. _____

Name _____

CNIC _____

2. _____

Name _____

CNIC _____