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Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
<http://www.pta.gov.pk>

Tender Notice No.6/2018-19/Admin/PTA

**Invitation to Bids for Supply &
Installation of LEDs at PTA HQs,
F-5/1, Islamabad**

Pakistan Telecommunication Authority a Government Telecom Regulator invites sealed bids from suppliers / firms etc., registered with Income Tax and Sales Tax Departments and who are on active taxpayers list of the Federal Board of Revenue, for Supply & Installation of LEDs.

Bidding documents containing detailed terms and conditions etc. are available at Room No. 214, 2nd Floor PTA H/Q, Islamabad. Price of the bidding documents is Rs.200/- (Cash non-refundable). 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 Room No. 214, 2nd Floor, PTA H/Q on or before **31st May, 2019** up till **1030 hours**. Technical Bids will be opened the same day at **1100 hrs**. This advertisement is also available on PPRA website at www.ppra.org.pk.

**Muhammad Muneer
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Say No to Drugs



**“Tender for Supply and Installation of LED for PTA
HQs, F-5/1, Islamabad”**

BID DOCUMENTS

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

PAKISTAN TELECOMUNICATION AUTHORITY

PTA HQs, F-5/1, Islamabad.

Ph.: 051-9214037

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 duly registered with Income Tax/ Sales Tax Departments and on ATL of FBR for Installation of **Supply & Installation of LED at PTA** HQs building F-5/1, Islamabad.
2. The services will be hired according to **PPRA Single stage – two envelop procedure.**
3. 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 meet the mandatory requirements at **Annex-A**.
 - h. The financial proposals (as per **Annex-B**) 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 proposal. It means that the firms which have qualified in the technical proposal will become at par and the firm who has quoted the lowest financial bids will be awarded the supply order.
4. 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.
 5. 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 alongwith technical bid.
 6. Tax will be deducted at source as per GOP rules.
 7. Firm should be on Active Tax payer List of FBR. Bidder shall also provide copy of NTN and GST certificate.
 8. 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**).
 9. The company will make supply & install as per agreement between both parties.

10. In case of any dispute or conflict between Supplier and Employer, the case will be referred to Purchase Committee- II (PC-II) whose decision will be final. However, the company will have the right to appeal to Chairman PTA.
11. Incomplete tender/bids will be rejected forthwith.
12. PTA reserves the right to accept or reject the tender as per PPRA rules.
13. Interested Companies may forward their proposals as per above instructions, Financial Bid Performa (**Annex-B**), Technical Proposal/Mandatory requirements along with filled Performa (**Annex – A**) to the undersigned.

(Muhammad Muneer)
Assistant Director (Admin)
051-9214037

SPECIAL STIPULATIONS

	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	Bids 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-A , shall be accepted and awarded the contract.	
2	Bidders should quote in figures as well as in words.	
3	Arbitration	In case of any dispute or conflict between Supplier and PTA, the case will be referred to PC-II, PTA.
4	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.	
5	Amount of Earnest Money	2% of total quoted rate of bid amount.
6	Form of Earnest Money	Either a pay order or bank draft from scheduled bank in favour of PTA.
7	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.
8	Retention Money	Retention Money is limited to 10 % of the contract value. Earnest Money of successful Bidder will be retained as part of retention Money. Remaining 8% shall be deducted at time of final payment.
9	Release of Retention Money	Retention Money will be released after expiry of defect liability period i.e. 12 month(s) of completion of supply subject to no complaint from AD (Admin).
10	Repair During the Defect Liability Period	All repair work which arises in the defect liability period will be done by the Supplier free of cost and if he failed to do so, PTA will get the job/work done from open market and the amount will be deducted from the retention money.
11	Time for supply of furniture items	Within 30 days of the issuance of work order
12	Imposition of Penalty for non-supply of furniture items within stipulated time	Per day penalty @ 0.1% of the bid price shall be charged till the date of complete supply. Maximum penalty shall be 10 %.
13	Cancellation of Work Order	If the supply is delayed and not completed up to above referred 10 % limit. The work order shall stand cancelled and earnest money shall be forfeited in favor of PTA. In case of delayed supply, final payment shall be made to the Supplier after deduction of late payment as well as after the forfeiture of retention money.

14	Payment	Full and Final payment will be made after successful completion of supply duly certified by the PC-II and approval of the Competent Authority on the recommendations of AD (Admin).
15	In case of any circumstances e.g. riots, civil unrest etc. which are beyond the control of Supplier as well as client. Force Majeure will be applicable.	
16	Bid Should be valid for 120 days from the last date of submission.	
17	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
18	Each page of bid/document should be signed and stamped by the bidder and attached with Technical Proposal if any clause of bid document not accepted by bidder, then bid will be rejected.	
19	Bids/rates or amounts should be inclusive of all taxes payable to Government of Pakistan or local bodies and no claims later in this regard shall be entertained by PTA. No transportation charges shall be paid by PTA.	

Technical Proposal

Mandatory Requirement	
1	<i>Each page of bid/document should be signed and stamped by the bidder if any clause of bid document not accepted by bidder, then bid will be rejected.</i>
2	<i>Firm has to produce Sales Tax and Income Tax Registration.</i>
3	<i>Proof of Active Tax payer list of FBR.</i>
4	<i>Certificate that 2 % Earnest Money is enclosed.</i>
5	<i>Affidavit on stamp paper amounting to Rs. 100/- that firm is not black listed and stamp paper (original) issuance date not before the tender notice date.</i>
6	The quoted model should be verifiable from the manufacture website (Boucher must also be attached)
7	<p><i>The specifications of the LED are met as per the following:</i></p> <ul style="list-style-type: none"> i. LED-40", 4k smart TV make Samsung, LG or equivalent (original) with one USB slot, two HDMI Ports and one VGA Port. ii. LED-60", 4k smart TV make Samsung, LG or equivalent (original) with one USB slot, two HDMI Ports and one VGA Port. <p>Note: Quoting any refurbished or Chinese brand model/brand will result into disqualification.</p>

Annex- B*Bid Performa for Quoted Rate*

S.No.	Description	Quantity	Rate Per Unit (Rs)	GST if applicable	Total Cost (Incl. GST)
1.	Supply and Installation of LED-40", 4k smart TV make Samsung, LG or equivalent (original) with one USB slot, two HDMI Ports and one VGA Port. Brand of LED _____ Size _____ Model _____	03			
2.	Supply and Installation of LED-60", 4k smart TV make Samsung, LG or equivalent (original) with one USB slot, two HDMI Ports and one VGA Port. Brand of LED _____ Size _____ Model _____	02			
	GRAND TOTAL				

AGREEMENT

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

THIS Supply and Service Agreement (the "Agreement") for **Supply & Installation of LEDs** is made at Islamabad 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 Supplier**" 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 Supplier for **Supply & Installation of LEDs at PTA HQs, Islamabad**. (Hereinafter referred to as the "**Services**").
- B. The Supplier 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 supply as per BoQ to the Client in accordance with highest industry standards and satisfaction of the Client. The Supplier 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 Supplier contained herein, the Client wishes to appoint the Supplier 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 Supplier hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Supplier agrees to provide **Services at PTA HQs, Islamabad** as per requirements prescribed under Annex-A and Annex-B of **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 Supplier 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/Supplier mutually accepted by the Client and the Supplier.

3. Term

Upon signing of this Agreement the Supplier shall be obligated to start work on specified location by Client within seven **(07) days** and complete it within projected time of fifteen **(15) calendar days**. In case of failure the Client will be entitled to deduct any amount payable to the Supplier and assign the work to any other Supplier 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 Supplier is in breach of any of the terms of this Agreement, or in case the Client is not satisfied with the Services or specification and quality being provided by Supplier;
- b. Without cause, by giving three (03) days advance written notice to the Supplier.

- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Supplier shall only be paid for supply 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 Supplier within seven (07) days.

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

5. Deliverables

- 5.1 The services 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 Services by Supplier the Client shall pay the Supplier, charges as specified in **Annexure-B** 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-II PTA.
- 6.3 All amounts paid to the Supplier 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 Supplier.
- 6.4 All payments to be made by the Client to the Supplier shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Supplier.

7 Invoice

- 7.1 The Supplier shall submit its Invoice in accordance with the rates/charges specified in **Annexure- B** hereto.
- 7.2 The Supplier 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 Supplier 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 Supplier 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 Supplier, his staff/employees to abide by this condition shall be the sole liability of the Supplier and it may result in termination of the Agreement by the Client at its sole discretion.

8 Confidentiality

The Supplier, 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 Supplier 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 Supplier shall provide warranty certificate on completion of work that supply has been carried out in accordance with BOQ.

10 Indemnification

The Supplier 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 Supplier 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-II (PC-II) 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 Supplier 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.

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 Supplier

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

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

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____