



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

Tender No. 2/II/2018

**INVITATION TO BID
For Exterior Paint of PTA HQs**

Pakistan Telecommunication Authority, Government organization invites sealed bids on percentage basis duly filled in figures as well as in words from the Civil Engineering Contractors, registered with Income Tax / Sales Tax Departments having valid C6 registration with Pakistan Engineering Council for the year 2018 and on ATL of FBR for Exterior Paint of 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 **10th October, 2018** by **11:00 AM**. 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.
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**“Tender for Exterior Paint of PTA HQs, F-5/1,
Islamabad”**

TENDER 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. PTA intends to hire the services of a well reputed contractor having valid registration of Civil contractor from PEC for year 2018 in C6 category for **Exterior Paint of PTA HQs, Islamabad** The services will be hired according to **PPRA Single stage – two envelop procedure.**
2. Salient's 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 all the mandatory requirements at Annex-B.
 - h. The financial proposals 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 company who has quoted the lowest financial bids will be awarded contract.

- k. If two bidders quoted equal financial bids then the firm who has higher category of PEC registration will get the contract. e.g. if firms having C-6 and C-5 Category quoted the same financial bid then the work will be awarded to company/firm having C-5 category. If enlistment categories are the same having same financial bid then the firm having more experience will be awarded the contract.
3. 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.
 4. Affidavit that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder.
 5. Tax will be deducted at source as per GOP rules.
 6. Firm should be registered with income tax department. Bidder shall also provide copy of NTN and GST certificate.
 7. Safety of its employees from injury will be responsibility of the company.
 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 commence work as per agreement between both parties.
 10. Each page of the documents should have sign and stamp of the bidder.
 11. 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.
 12. In complete tender/bids will be rejected forthwith.

13. PTA reserves the right to accept or reject the tender as per PPRA rules.
14. 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 is based on MES schedule rates 2014 and all specifications of works and items will be followed as per MES schedule rates. 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.	
2	Tender will be evaluated on the lump sum basis as a whole price of the project i.e; lowest bid, fulfilling the mandatory requirements at Annex-B, shall be accepted and awarded the contract.	
3	Bidders should quote in figures as well as in words the %age tendered by them.	
4	No claim on Escalation during the currency of Contract will be entertained.	
5	Arbitration	In case of any dispute or conflict between Contractor and Employer, the case will be referred to PC-I, PTA.
6	In case of increase in quantities more than 15%, the prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on access quantities	
7	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.
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 less rainy days.

16	Relaxation of rainy days	Rainy days will not be considered in the working days for completion of work. For claiming the relaxation of rainy day, contractor will submit the written application to DD (Civil Works) soon after the stoppage of each rain event that such amount of time or days have been wasted due to rain duly supported by meteorological data.
17	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.
18	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.
19	Insurance against injury to workmen	Safety of its employee from injury will be responsibility of the contractor.
20	Interim Payment	Not below the amount of Rs. 1.0 Million subject to approval of the Competent Authority and on the recommendations of DD (Civil Works)
21	In complete tender/bids will be rejected forthwith.	
22	You will work under the technical guidance of Deputy Director(Civil Works)	
23	All material/equipment will be checked and approved by the Deputy Director(Civil Works) before commissioning of work	
24	Income Tax/GST or other applicable taxes will be deducted as per GOP rules.	
25	Provision of NTN/GST whatsoever is applicable is mandatory.	
26	Bill should clearly indicate the NTN/GST no.	
27	An agreement will be done between the client and contractor on judicial paper of worth Rs. 100/-	
28	Full or Interim Payments 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.	
29	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.	
30	Bid Should be valid for 90 days from the last date of submission.	
31	Bids should always be submitted in sealed covers with the name of work written on one corner and to whom it is being submitted.	
32	Each page of bid/document should be signed and stamped by the bidder.	

33	Bids %age over/below rates or amounts should be inclusive of all taxes, income and sales tax payable to Government of Pakistan or local bodies and no claims in this regard shall be entertained by PTA.
34	The contractor rate shall include all incidental charges in connection with work.
35	In case the total bid amount is above the NIT rates then earnest money is to be calculated @ 2% of the bid cost and same is to be enclosed with financial bid.
36	In case the total bid amount is less than the 10% below the NIT amount, the bidder shall submit call deposit as performance security equal to the difference between NIT amount and total quoted amount less 10 % of NIT amount. That is, required performance security= NIT amount - total bid amount - 10% of NIT amount. This call deposit shall be in addition to the earnest money for the work and shall be deposited at the time of submission of bids. Bids not carrying the performance security shall be rejected forthwith. The performance security of the successful bidder shall be released after completion of work.

Tender for Works

I/ We _____ hereby tender for the execution for the PTA of the work specified in the underwritten memorandum with in the time specified in such memorandum at the % age _____ above / below specified therein, and in accordance in all respects with the specifications, designs, and instructions in writing and with such materials provided for, by and in all others respects in accordance with such conditions so far as applicable.

MEMORANDUM

- a) Name of Work
- b) NIT amount Rs.
- c) Earnest Money Rs.
- d) Retention money (Including earnest money) is 6 % of the tendered amount and will adjusted accordingly as per final bill at the time of Final Bill.
- e) Time allowed for completion of work from the date of commencement of work as specified in written order

Should this tender be accepted: I/We hereby agree to abide by and fullfill all the terms and provisions of the said conditions of the contract hereby so far as applicable, or in default thereof to forfeit and pay the PTA or its successor in office the sums of money mentioned in the said conditions.

A deposit at call drawn at _____
bearing number _____ for the sum of Rs. _____
(in words _____)

is herewith forwarded as Earnest Money, a full value of which is to be absolutely forfeited to PTA or its successors in office should I/We withdraw my/our tender within _____ (_____) days from the date for which period the %age rates offered by me(us) in this should remain valid or should I/We fail to commence the work specified above in the above memorandum.

Contractor's Signature and Stamp
(along with date)

Witness

(Name in full Letters).....

CNIC no.

Address.....

Annex- A/2

<u>Exterior Paint of PTA HQs Building, F-5/1, Islamabad</u>		
General Abstract of Cost		
1	Estimates based on MES Schedule rates 2014	<u>2,540,527.75</u>
2	Quoted Percentage _____ above/below	_____
3	Quoted Amount	
4	Amount In words _____ _____ _____ _____ _____	
5	Earnest Money @ 2 % of the quoted amount	
Note		
1	Contractors are required to give only percentage in words & figures, above or below on estimated amount to tender.	
2	L/Pur sand will be used in all cement consuming items	
Sign and Stamp of the Bidder		

Annex- A/3

<u>Exterior Paint of PTA HQs Building, F-5/1, Islamabad</u>						
Sr. No	Reference	Description of Works	Unit	Qty.	Rate	Amount
1	15-119	Wall finish, coat of Acrylic based Marble chips coating (Mesh-16 large) 1.00 mm to 2.00 mm thick, in any colour on existing graffiti exterior walls including scaffolding, shuttering, premier coat of acrylic (D-18 Gadoon) for bonding with old surface, preparation of surface etc. Complete in all respect and as per the satisfaction of the Engineer.	Sq.m	6505	390.55	2,540,527.75
				Total		2,540,527.75

Note: Final Payment will be made by measuring actual quantities on itemised basis.

Technical / Mandatory Criteria

Companies must meet all of the following mandatory requirements along with the documentary evidence making them eligible for opening of financial bids. Companies falling in provision of any of the following or non-provision of documentary evidence will be disqualified and their financial bid will be returned un opened.

- i. Bidder should have valid PEC Registration (min) C-6 in Civil Category for year 2018. Bidders applied for the renewal of registration for year 2018 are not eligible to apply.
- ii. Bidder should be registered with income tax and sales tax department.
- iii. Bidder should be on Active Tax payer of FBR.
- iv. Bidder shall submit earnest money equivalent to 2% of total bid price along with bid and certificate in this regard is to be enclosed with that 2% earnest money has been submitted with the financial bid.
- v. Submission of affidavit that the bidder is not blacklisted by any Govt./Semi Govt departments.
- vi. Minimum Experience of three (3) years of civil works. Proof in this regard like contract executed or completion certificates is to be attached with.

Note: It is mandatory to provide documentary evidence for above mentioned mandatory requirements.

AGREEMENT

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

THIS Supply and Service Agreement (the “Agreement”) for **Exterior paint of PTA HQs building, F-5/1, Islamabad** is made on this day ____ 2018;

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 Exterior paint and Allied Works in PTA HQs building, F-5/1, Islamabad. (Hereinafter referred to as “Repair/Maintenance of PTA cafeterias”).
- 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 **Exterior paint of PTA HQs building, F-5/1, Islamabad;**

NOW THEREFORE, for the consideration provided herein the representation and

warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and hereby agree as follows:

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to do the ***Exterior Paint of 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 meanings as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) 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.

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

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

4. Termination

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

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality of Equipment's being provided by Contractor;
- b. Without cause, by giving three (03) days advance written notice to the

Contractor.

- c. If the supply of tough pavers and services do not meet the specifications, terms & conditions mentioned in bidding documents.
- d. In case of such termination, the Contractor shall only be paid for works actually rendered up to the date of termination, and any advance payment in respect of **Exterior paint of PTA HQs building, F-5/1, 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 contractor shall finish the required work in _____ days as mentioned in the bidding documents.
- 5.2 The work should be of best quality and as per technical specifications mentioned in the BOQ/Estimates.

6. Charges

- 6.1 In consideration of rendition of the **Exterior paint of PTA HQs building, F-5/1, Islamabad** by Contractor the Client shall pay the Contractor, charges as specified in Annexure-A to the complete satisfaction of the Client.
- 6.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient consideration for the rendition of Services and Equipment by the Contractor.
- 6.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

7. Invoice

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

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

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

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

8. Confidentiality

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

9. Indemnification

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

10. Resolution of Disputes

10.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Purchase Committee-I (PC-I) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged at any forum

including court of Law. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

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

11. Force Majeure Event

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

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

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

12. Governing Law

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

13. Waiver

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

14. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this

Agreement, which shall remain in full force and effect.

15. Amendment

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

16. Assignment

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

17. Annexure

Bidding documents pertains to the details of i. general instructions, ii. Special stipulations, iii. Bid Performa and iv. Estimates. This **Annexure A & B** along with all documents forms an integral part of this Agreement and has to be read and construed as such this Agreement.

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

For and Behalf of Client.

For and on Behalf of: Contractor

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

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

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____