



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

Tender No. 03/2022/PTA/Admin

INVITATION TO BID

For Supply of Drinking Water Bottles to PTA HQs

Pakistan Telecommunication Authority, a Government Organization invites sealed bids from reputable Companies/Authorized distributors, registered with Income Tax and Sales Tax Departments and who are on the Active Taxpayer List (ATL) for Income tax as well as sales tax of the Federal Board of Revenue (FBR), for Supply of Bottled Water (18.9 Liter Minimum) to PTA for the period of 5 years.

Bidding documents, containing detailed terms and conditions, etc. are available from the office of undersigned. Price of the bidding documents is Rs. 1000/- (in form of non-refundable cash). Bidding documents can also be downloaded from PPRA and PTA websites (www.ppra.org.pk and www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions of the bidding documents, must reach at the office of undersigned by 11:00 AM on 17th May, 2022. Only Technical Bids will be opened on the same date i.e. 17th May, 2022 at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Muhammad Muneer
Assistant Director (Administration)
PTA H/Q, F-5/1, Islamabad
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14x2

Bidding Documents

Sealed bids are invited for Supply/Refilling of Drinking Water Bottles (18.9 liter minimum) to PTA HQ. The dead line for receipt of bidding document is on or before **17th May, 2022 at 1100 hours** in the office of the Assistant Director (Admin) at PTA Headquarters, Islamabad. Bidding Documents received after this date shall not be entertained and only technical bids will be opened on the same day at 1130 hours in PTA Auditorium.

Terms & Conditions

1. Invitation to bid issued in the Print Media, Public Procurement Regulatory Authority (PPRA)/PTA Websites is part of this bidding document.
2. The bidding process shall be according to Public Procurement Rules, 2004 as amended (PP Rules, 2004). A Single stage – two envelope procedure under Rule 36(b) of PP Rules 2004 shall be adopted for the procurement process. Only qualified Bidders with demonstrated experience after qualifying the technical evaluation shall be considered for the opening of financial bid as per PP Rules, 2004.
3. Bid shall be submitted in a single package containing two separate envelopes clearly marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL".
4. Initially, only TECHNICAL PROPOSAL shall be opened.
5. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the PTA without being opened.
6. The PTA shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified mandatory requirements and technical specifications of brand Bottled water as require by PTA.
7. During the technical evaluation no amendments in the technical proposal shall be permitted.
8. Only technically qualified bidders shall be allowed to participate in the financial bid opening process.
9. The financial bids of technically disqualified/ unsuccessful bidders shall be returned un-opened with Bid Security after opening of financial bids of the

- qualified bidders. Whereas, bid security of unsuccessful bidders (financially) will be returned after award of contract to the successful bidder.
10. All pages of Bidding Document, Technical and Financial Proposal will be signed and stamped by the bidder. All documents must be attached with technical proposal, otherwise bid shall be rejected at the time of evaluation.
 11. If any clause of bidding document is not accepted by bidder, then his bid shall be rejected without any reason at the time of evaluation of technical and financial proposal.
 12. While evaluation of the Technical Proposals, sample bottled water of the quoted brands shall be purchased by PTA from open market (preferably from a renowned super market) for lab testing (chemically & microbiologically).
 13. In case the lab reports show that the water is not chemically & microbiologically safe for human consumption as per standards laid down by WHO, International Bottled Water Association (IBWA) and Pakistan Standards and Quality Control Authority (PSQCA) then the proposal will be rejected. The process for collection of sample and its handing over to laboratory shall be witnessed by the PTA's Technical Evaluation Committee and bidders or their representatives who may choose to be present.
 14. The quoted brand should have also been categorized as "safe" chemically as well as microbiologically by PCRWR in its quarterly reports on "Bottled Water Quality" available on its website. Otherwise technical proposal shall be rejected.
 15. PTA can send the sample water to any laboratory for testing at any stage of the contract execution. If the contractor failed to deliver chemically as well as microbiologically "safe" water, the contract will be terminated and performance security will be forfeited together with initiation of blacklisting.
 16. Bids will be evaluated as combined weightage of Technical and Financial proposals which will be 70% and 30%, respectively. The bidder obtaining highest marks combining both Technical and Financial evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents, will be declared as most advantageous bid and will be awarded the contract subsequently.

17. If two or more bidders obtain equal marks in aggregate, then the contract will be awarded to the one with lowest financial bid.
18. Evaluation criteria is given in the technical proposal. Minimum threshold for qualifying in the technical proposal is 70 %. Financial bids of only technically qualified bidders shall be opened.
19. The bidder should quote rate in Pak Rupees clearly in the Financial Proposal on the Annexure – B as provided with Bidding Document. **Any other own generated/prepared form will not be considered and bid shall be rejected.**
20. Evaluation criteria of financial proposal is as under.
Financial Score= Total Marks = 30
$$30 \times \frac{\text{Amount quoted by lowest bidder for supply of water}}{\text{Amount quoted by the bidder whose financial score is to be calculated}}$$
21. Estimated consumption of bottled water (18.9 liters minimum) is 400 bottles per month, however it may be increased or decreased.
22. Bid price should be inclusive of GST.
23. Financial Bid should be valid for 120 days from date of opening of technical proposals and extendable as per PP Rules 2004.
24. Bid security equal to Rs.50,000 (refundable/ adjustable) in shape of pay order / Bank draft (Cheque will not be accepted) **in favor of Pakistan Telecommunication Authority**, Islamabad and it should be attached with the **Technical Proposal**.
25. Successful bidder will sign a contract /agreement for the period of **five years**. A tentative draft agreement also placed in bidding documents; subject to further modification/addition by PTA with the consent of the successful bidder, if required.
26. The successful bidder/ contractor may supply the water bottles at own or through authorized dealer, however, payment will be made in the name of the contractor or authorized dealer as informed by contractor in writing.
27. Bidders who have been blacklisted/ debarred permanently or temporarily by any procuring agency, as listed on PPRA's website, are not eligible to apply.

28. Successful Bidder /contractor shall be responsible for delivery of water bottles at PTA HQ at own resources or through authorized dealer and PTA will not provide any transport or support.
29. Successful bidder contractor will initially provide 120 empty bottles (if required) and security price will be paid through 1st Invoice.
30. Successful bidder/ contractor will supply the water bottles twice in a week, however, additional requirement will be supplied on demand basis.
31. The offered price of the quoted brand shall not be more than its retail price at the time of bid evaluation and during the term of the contract/agreement.
32. The Bid Security of the successful bidder/ contractor will be converted/ adjusted against the Performance Guarantee.
33. In case, performance of the contractor is not in accordance with the terms and conditions of the contract/Agreement and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Director Admin. Afterwards, if the contractor doesn't improve its performance as per terms and conditions of the contract, the contract will be terminated and amount of the Performance Guarantee will be forfeited together with initiation of blacklisting process as per PP Rule 19.
34. Performance Guarantee shall be released after the expiry of the agreement subject to issuance of NOC by Admin Directorate.
35. No bidder will be allowed to withdraw its bid prior as well as after the deadline for submission of bids and during the period of bid validity or any extension thereto provided by the bidder.
36. In case of withdrawal of the bid by a bidder prior to deadline for the submission of bids, the Bid Security shall be forfeited.
37. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited and blacklisting procedure may be initiated in accordance with the PP Rules.
38. No claim in Increase/Escalation in rates during the contract period will be entertained.
39. Pakistan Telecommunication Authority, Islamabad reserves the right to accept or reject whole or partially the bids as per PP Rules.

40. For any further clarification, undersigned may be contacted on Tel: 051 – 9214037.

(Muhammad Muneer)
Assistant Director (Admin)

Technical Evaluation

Mandatory Requirements for Technical Proposal (PART-A):

The following mandatory requirement must be fulfilled by the bidder and the quoted brand of bottled water (wherever applicable). If any mandatory requirement is not fulfilled, the bid will be rejected.

- i. Bidder must be authorized dealer/ distributor/ partner etc. of the quoted brand (authorization letter from the Principal must be attached) or Principal itself
- ii. Office and warehouse presence of the quoted brand at Rawalpindi/Islamabad.
- iii. Registration with SECP as Private Limited Company (SECP).
- iv. GST & NTN registration and on Active Tax Payer List (ATL) of FBR for both income tax and sales tax.
- iv. Undertaking on non-Judicial (Original) Stamp paper bearing the company/firm is not blacklisted by any government department. Stamp paper must be issued/purchased after advertisement date of invitation to bid.
- v. License from Pakistan Standard & Quality Control Authority (PSQCA).
- vi. The quoted brand is categorized as "**safe**" chemically as well as microbiologically by **PCRWR** in its quarterly reports on "Bottled Water Quality" available on its website.
- vii. Lab reports showing the quoted brand chemically & microbiologically safe for human consumption. Please refer clauses 12 and 13 of these bidding documents in this regard.
- viii. Halal Certificate.
- ix. The water testing laboratory of the company/ factory must have valid accreditation from Pakistan National Accreditation Council (**PNAC**).
- x. ISO 22000 (Food Safety Management System) or Hazard Analysis Critical Control Point (HACCP) certified
- xi. Bid Documents along with draft agreement must be signed, stamped and attached with Technical Proposal.
- xii. Bid security of Rs. 50,000/- is attached with **Technical Proposal**.
- xiii. Minimum experience of **ten (10) years** of supply of bottled water of the quoted brand. This shall be determined from the dates mentioned in the supply order/ contract agreement, certificate from clients etc.

- xiv. The bidder must be currently supplying bottled water of the quoted brand to at least 10 Government/ Autonomous/ Commercial/ 5 Star Hotels/ Private Organizations duly supported with **valid** supply order/ contract agreement/ certificates from the clients etc.

- Note:**
- a. If any mandatory requirement is not met, the bid shall be rejected.
 - b. **Supporting documents**, to meet the mandatory requirements, must be attached with technical bid otherwise bid shall be rejected.

**Technical Evaluation Marks
(PART-B)**

S.No.	Description	Marks
1	Experience for provision of bottled water (18.9 liter minimum) of the quoted brand to government/ autonomous/ private departments. - 5 marks of each year beyond minimum experience of 10 years and maximum 10 years will be considered (Proof must be attached)	50
2	ISO Certification other than the mandatory. 5 marks for each valid ISO Certification and maximum of 4 ISO Certificates will be considered.	20
3	Major Clients (existing): (Proof must be attached) Corporate/Multinationals/Hospitals/Banks/ Five Star Hotels (2 marks /client beyond 10x clients as mandatory),	20
4	Annual audited financial statements of last three years of the bidder should be attached which clearly showing that current assets are more than current liabilities and sufficient cash flow is available. (3.33 marks per year)	10
	Total	100

Note:

- i. Minimum threshold for qualifying in the technical proposal is 70 %.
- ii. All **supporting documents** must be attached with technical bid to claim marks.

Financial Bid Form

Financial Bid for supply/refilling of water bottles (18.9 minimum liters)

Description	1st year Rate per bottle	2nd Year Rate per bottle	3rd Year Rate per bottle	4th Year Rate per bottle	5th Year Rate per bottle
bottled Water (18.9 Liter minimum)					

Note:

- i. Rate must be inclusive of all applicable taxes (including GST).
- ii. All applicable taxes will be deducted at source as per laws of Government of Pakistan.
- iii. The offered price of the quoted brand shall not be more than its retail price at the time of bid evaluation and during the term of the contract.

Signature _____

AGREEMENT FOR SUPPLY OF DRINKING WATER

This Agreement (the "Agreement") for supply of drinking water is made at -----
----- on this day of _____, 2022

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, (hereinafter referred to as "PTA" which expression shall where the context admits include its administrators and permitted assigns) of the One Part;

AND

_____ (name of Company/Firm) through
Mr..... bearing CNIC
..... having its registered office/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

1. PTA is desirous of procuring the services of the Supplier for **Supply/refilling of Bottled Water** (Hereinafter referred to as "**Services**") **in PTA HQ**
.....

2. The Supplier is a _____ (*details of incorporation/Authorization*) which represents to PTA that it has the requisite expertise and resources to provide top quality of requisite services as per Bid document and in accordance with highest industry standards and satisfaction of the PTA. The Supplier undertakes that the Services shall be provided only through the staff/ labour/ workforce or authorized dealer.

3. Upon the basis of the representations and warranties of the Supplier contained herein, PTA 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 PTA and Supplier hereby agree as follows:

4. Scope of Agreement

4.1 Subject to terms and conditions of this Agreement the Supplier agrees to provide **Services to PTA HQ** as per Annexure-A (Part A & B) of bidding documents.

5. Term

1.1 5.1 Upon signing of this Agreement the Supplier shall be obligated to supply the Services within _____ days . on as soon as early. However, in case of any unavoidable/unforeseen delay (i.e Force Majeure) incurred either by the Contractor or the Client, necessary timeline extension would be agreed mutually between both parties, however, it has to be communicated to each other during the occurrence of Force Majeure as per clause 12.

6. Termination

6.1 Notwithstanding anything herein contained PTA 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 PTA is not satisfied with the Services or quality as specified in bid document being provided by Supplier;
 - b. Without cause, by giving thirty (30) 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 Services / supply of items 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 to PTA within seven (07) days.

6.2 PTA, 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.

6.3 The Supplier and its staff /employees shall be bound to obey safety rules and other regulations prescribed by PTA on its premises. Any losses/damages suffered by PTA 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 this Agreement by PTA at its sole discretion.

7. Deliverables

7.1 Supplier shall provide delivery of Services to PTA HQ at own resources or through authorized dealer.

7.2 Supplier shall supply the Services twice in a week, however, any additional requirement will be supplied on demand basis.

8. Charges

8.1 In consideration of rendition of services by the Supplier, payment will be made by PTA to the Supplier after submission of an invoice on monthly basis.

1.28.2 All payments/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 Supplier to be adequate and sufficient for consideration of rendition of Services by the Supplier.

8.3 All payments to be made by the PTA 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.

9. Invoice

9.1 The Supplier shall submit its Invoice on monthly basis in accordance with the rates/charges specified in Annexure-B of Bid document.

9.2. 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 at the PTA's office location.

10. Confidentiality

10.1 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 all documents and other information supplied to the Supplier and his Employees/workers, personnel, agents etc. by or behalf of PTA or which otherwise came/come into its/his/their knowledge and relates to the PTA or any of its project.

11. Indemnification

11.1 The Supplier shall indemnify and hold harmless the PTA, its Chairman, 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, workers, personal, agents, etc. in connection with this Agreement, or (ii) arising out of or in connection with the performance of its obligations under this Agreement.

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 two weeks notice of such event and its inability as a result thereof.

13. Resolution of Disputes

13.1 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 PTA for amicable settlement /resolution of the dispute at first stage.(ii)In case of failure in settlement, at the 2nd stage the case will be referred to Authority of the PTA through Director (Administration). The decision of the Authority to settle the issue amicably will be final and will not be challenged in any court of Law.(iii)In the event of failure of amicable settlement of dispute as above, either party of this Agreement may refer the dispute to arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

14. Governing Law

14.1 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

15.1 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

16.1 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

17.1 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

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

19. Annexures

19.1 Annex-A of Bid document pertaining to the mandatory requirements.

19.2 Annex-B Financial bid form, rate including GST, and all other terms and conditions and 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.

SIGNED ON BEHALF OF

For and on behalf of PTA

For and on behalf of Supplier

By : _____

By: _____

Name: _____

Title : _____

Title :

Name : _____

Signature : _____

Signature : _____

Date : _____

Date : _____

Witnesses:

1. _____

2. _____

_Name _____

Name _____

CNIC _____

CNIC _____