

Roof Treatment Works at PTA Buildings in Islamabad

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)



Public Telecommunication Authority

Pakistan

6th February ,2026

ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION FOR BIDS

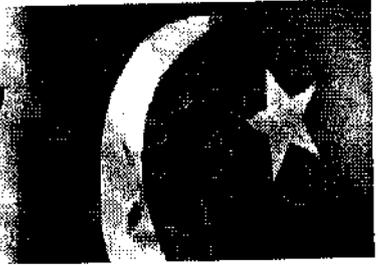


ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad



Pakistan Telecommunication Authority

Telecom Regulator



PTA Headquarters, F-5/1, Islamabad

[http:// www.pta.gov.pk](http://www.pta.gov.pk)

"Say No to Corruption"

6th February, 2026

Tender No. PTA/CW/844/2026

Invitation to Bids

1. This Invitation for Bids follows Procurement Advertisement (PA) for subject Project/Procurement which appears in PPRA, EPADS and PTA websites.
2. PTA has reserved funds for procurement planned during financial year 2025-26. It is intended that part of proceeds of funds will be used to cover eligible payment under contract for **"Roof treatment works at PTA Buildings in Islamabad"**.
3. Pakistan Telecommunication Authority now invites electronic bids from eligible bidders from contractors, **registered with Income Tax and Sales Tax Department and registered in C-6 & above category of PEC (Pakistan Engineering Council, Pakistan).**
4. bidding shall be conducted in line with **single stage two envelope procedure** prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by Authority (from time to time), and is open to all potential bidders registered in EPADS.
5. All bids must be accompanied by a **Bid Security PKR 200,000/-** in an acceptable form in amount of CDR in favor of Pakistan Telecommunication Authority, Pakistan The original bid, properly filled in, must be submitted on EPADS on or before **25th February, 2026 at 10:30 AM**. The bids (or technical part of the bids as the case may be) will be opened on the same day at **11:00 AM** in public and in the presence of bidders' representatives who choose to attend bid opening session at the office of Director (Procurement) , PTA Headquarters, F-5/1, Islamabad.

ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Note: In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Grievances can be submitted via email grievance.procurement@pta.gov.pk and on EPADS at (www.eprocure.gov.pk)

Abdur Rub Khan

Director (Procurement)

Pakistan Telecom Authority, F-5/1, Islamabad

abdurrah@pta.gov.pk Phone: 051-2878157



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

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ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-514, Islamabad

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ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

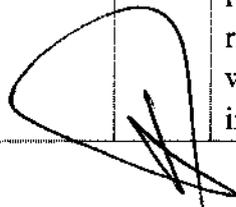
SECTION II: INSTRUCTION TO BIDDERS (ITBs)



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1</p>	<p>PTA (PA), as indicated in Bid Data Sheet (BDS) invites Bids for execution of Works as specified in BDS and Section V- Works Requirements. name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in BDS.</p>
<p>2. Source of Funds</p>	<p>2.1</p>	<p>Source of funds as referred in Bid Data Sheet.</p>
<p>3. Eligible Bidders</p>	<p>3.1</p>	<p>A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in form of a joint venture or consortium having valid registration with Pakistan Engineering Council in C6 category for year 2025-26 . In case of a joint venture or consortium, all members shall be jointly and severally liable for execution of Contract in accordance with terms and conditions of Contract. joint venture or consortium shall nominate a Lead Member as nominated in BDS, who shall have authority to conduct all business for and on behalf of any and all members of joint venture or consortium during Bidding process, and in case of award of contract, during execution of contract. <i>(limit on number of members of JV or Consortium may be prescribed in BDS, in accordance with guidelines issued by PPRA).</i></p>
	<p>3.2</p>	<p>appointment of Lead Member in joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to PTA</p>
	<p>3.3</p>	<p>Verifiable copy of agreement that forms a joint venture or consortium shall be required to be submitted as part of Bid.</p>
	<p>3.4</p>	<p>Any bid submitted by joint venture or consortium shall indicate part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and responsibilities of each party shall not be substantially altered without prior written approval of PTA and in line with any instructions issued by Authority.</p>


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, P-314, Islamabad

	<p>3.5 Invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by respective national/ international incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.6 Foreign Bidders must be locally registered with appropriate national incorporating body or statutory body, before participating in national/international competitive bidding with exception of such procurements made by foreign missions of Pakistan. For such purpose bidder must have to initiate registration process before bid submission and necessary evidence shall be submitted to PTA along with their bid, however, final award will be subject to complete registration process.</p>
	<p>3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in past, directly or indirectly with a firm or any of its affiliates which have been engaged by PTA to provide consulting services for preparation of design or technical specifications of works that are subject of bid; or b) any of its affiliates has been hired (or is proposed to be hired) by PTA as Engineer for Contract implementation; or c) works to be executed are resulting from or directly related to consulting services for preparation or implementation of project that bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; d) have controlling shareholders in common; or e) receive or have received any direct or indirect subsidy from any of them; or f) have same legal representative for purposes of this Bid; or g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on bid of another Bidder, or influence decisions of PTA regarding

ABDUR RUBBIAN
 Director (Procurement Bidding)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		<p>this Bidding process; or</p> <p>h) Submit more than one bid in this bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in case of company or firm, insolvent;</p> <p>(b) payments in favor of bidder is suspended in accordance with judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with national laws) in total or partial loss of right to administer and dispose of its property;</p> <p>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with national laws, in a declaration of bankruptcy or in any other situation entailing total or partial loss of right to administer and dispose of property;</p> <p>(d) bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statutory Body, of any offence involving professional conduct;</p> <p>(e) bidder is debarred/ blacklisted by a national level PTA and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for period defined by them.</p>
	3.9	<p>Bidders shall provide to PTA evidence of their eligibility, proof of compliance with necessary legal requirements to carry out contract effectively.</p>
	3.10	<p>Bidders shall provide such evidence of their continued eligibility to satisfaction of PTA, as PTA shall reasonably request.</p>
	3.11	<p>Bidders shall submit proposal relating to nature, conditions and modalities of sub-contracting wherever sub-contracting of any elements of contract is envisaged.</p>



ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

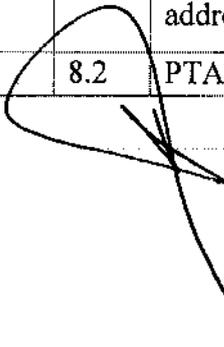
4. Eligible Material and Equipment	4.1	All material and equipment to be mobilized under contract shall have their origin in eligible source countries, and all expenditures made under contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in section-IV titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means place where material, equipment is produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or place from where services are/to be supplied.
	4.3	nationality of bidder shall not determine origin of material and equipment.
	4.4	To establish eligibility of material and equipment, Bidders shall fill country-of-origin declarations included in Form of Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one bid, in same bidding process, either individually as a bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a bid individually or as a member of a joint venture in same bidding process.

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

6. Cost of Bidding	6.1	Bidder shall bear all costs associated with preparation and submission of its bid, and PTA shall in no case be responsible or liable for those costs, regardless of conduct or outcome of bidding process.
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B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	scope of Works, bidding procedures, and terms and conditions of contract are prescribed in bidding documents. In addition to Invitation for Bids, bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation for Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Works Requirements Technical Specifications & Schedule of Requirements Section VI Standard Bidding Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	number of copies to be completed and submitted with Bid is specified in BDS .
	7.3	PTA is not responsible for completeness of bidding documents and their addenda, if they were not obtained directly from PTA or signed pdf version downloaded from website of PTA or Authority's website or e-Procurement System as case may be. However, PTA shall place both pdf and editable version of same on its website and Authority's website or e-Procurement System to facilitate bidder for filling standard bidding forms.
	7.4	bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in bidding documents. Failure to furnish all information required in bidding documents will be at bidder's risk and may result in rejection of his bid.
8. Clarification of Bidding Document, Pre-bid Meeting	8.1	A prospective bidder requiring any clarification of bidding document may notify PTA in writing or in electronic form that provides record of contents of communication at PTA's address indicated in BDS .
	8.2	PTA will within three (3) working days after receiving request


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to deadline for submission of Bids as prescribed in ITB 24.1 . However, this clause shall not apply in case of alternate methods of procurement.
	8.3	Copies of PTA's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of inquiry, but without specifying its source. In case of downloading of bidding documents from website of PTA or e-Procurement System, response of all such queries will also be available on same platform available at website.
	8.4	Should PTA deem it necessary to amend bidding documents as a result of a clarification, it shall do so following procedure as prescribed under ITB 09 .
	8.5	If indicated in BDS , bidder's designated representative is invited at bidder's cost to attend a pre-bid meeting at place, date and time mentioned in BDS . During this pre-bid meeting, prospective bidders may request clarification of schedule of requirement, evaluation criteria or any other aspects of bidding documents.
	8.6	Minutes of pre-bid meeting, if applicable, including text of questions asked by bidders, including those during meeting (without identifying source) and responses given, together with any responses prepared after meeting will be transmitted promptly to all prospective bidders who have obtained bidding documents. Any modification to bidding documents that may become necessary as a result of pre-bid meeting shall be made by PTA exclusively through use of an Addendum pursuant to ITB 9 . Non-attendance at pre-bid meeting will not be a cause for disqualification of a bidder.
	8.7	bidder is advised to visit and examine Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing bid and entering into a contract for construction of Works. costs of visiting Site shall be at bidder's own expense.
	8.8	bidder and any of its authorized personnel will be granted permission by PTA to enter upon its premises and lands for purpose of such visit, but only upon express condition that bidder and its personnel will release and indemnify PTA from

ABDUR RUBANI
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
9. Amendment of Bidding Documents	9.1	Before deadline for submission of bids, PTA for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify bidding documents by issuing addenda.
	9.2	Any addendum issued including notice of any extension of deadline shall be part of bidding documents pursuant to ITB 7.1 and shall be communicated in a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to original advertisement. <i>Provided that bidder who had either already submitted their bid or handed over bid to courier prior to issuance of any such addendum shall have right to withdraw his already filed bid and submit revised bid prior to original or extended bid submission deadline.</i>
	9.3	To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, PTA may, at its discretion, extend deadline for submission of bids: <i>Provided that PTA shall extend deadline for submission of bid, if such an addendum is issued within last three (03) days of bid submission deadline.</i>

C. PREPARATION OF BIDS

10. Language of Bid	10.1	bid prepared by bidder, as well as all correspondence and documents relating to bid exchanged by bidder and PTA shall be written in English language unless specified in BDS. Supporting documents and printed literature furnished by bidder may be in another language provided they are accompanied by an accurate translation of relevant pages in English language unless specified in BDS, in which case, for purposes of
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ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

<p>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</p>	<p>11.1</p>	<p>interpretation of bidder, translation shall govern.</p> <p>bid prepared by bidder shall constitute following components: -</p> <ul style="list-style-type: none"> a) Documentary evidence established in accordance with ITB 11 that material, equipment and services to be provided by Bidder are eligible material, equipment and services, and conform to Bidding Documents; b) Documentary evidence established in accordance with ITB 12 that bidder has been authorized to carry out Construction works; c) Documentary evidence established in accordance with ITB 12 that bidder is eligible and/or qualified for subject bidding process; d) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; e) Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13 & 15. f) Technical Proposal completed in all aspects in accordance with ITB-17. g) Bid security or Bid Securing Declaration furnished in accordance with ITB 19; h) Alternative bids, if permissible, in accordance with ITB 20; i) Duly Notarized Power of Attorney authorizing signatory of Bidder to submit bid; and j) Any other document required in BDS.
	<p>11.2</p>	<p>In addition to requirements, bids submitted by a JV shall include a copy of Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in event of a successful bid shall be signed by all members and submitted with bid, together with a copy of proposed Agreement.</p>
	<p>11.3</p>	<p>bidder shall furnish, as part of its bid, all those documents establishing eligibility in conformity to terms and conditions specified in bidding documents for all material, equipment and works which bidder proposes to execute.</p>
	<p>11.4</p>	<p>documentary evidence of conformity of material, equipment and works to Bidding Documents may be in form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of work methodology, approach, schedule and resources to be mobilized at site;

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		<p>b) an item-by-item commentary on PTA's Technical Specifications demonstrating substantial responsiveness of material, equipment and works to those specifications, or a statement of deviations and exceptions to provisions of Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in BDS.</p>
	11.5	required documents and other accompanying documents must be in English. In case any other language than English is used pertinent translation into English shall be attached to original version.
12. Documents Establishing Eligibility and Qualification of Bidder	12.1	bidder shall furnish, as part of its bid, all those documents establishing bidder's eligibility to participate in bidding process and/or its qualification to perform contract if its bid is accepted.
	12.2	documentary evidence of bidder's eligibility to bid shall establish to satisfaction of PTA that bidder, at time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".
	12.3	<p>documentary evidence of bidder's qualification to perform contract if its bid is accepted shall establish to satisfaction of PTA that:</p> <p>a) bidder has financial and technical capability necessary to perform Contract, meets qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.</p> <p>b) In case of a bidder not doing business within Pakistan, bidder is or will be (if awarded contract) represented by a local bidder (Joint Venture) in accordance with PEC works bylaws, and in case of award of works such foreign firm is required to participate in execution of works to carry out its obligations as prescribed in Conditions of Contract and /or Technical Specifications.</p> <p>c) That bidder meets qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.</p>
13. Letter of Bid and Schedules	13.1	<p>Letter of Bid (Technical or Financial as case may be) and Schedules, including Bill of Quantities, shall be prepared using relevant forms furnished in Standard Bid Forms. forms must be completed without any alterations to text, and no substitutes shall be accepted except as provided under ITB 22. All blank spaces shall be filled in with information requested.</p>

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

14. Letter of Bid	14.1	bidder shall fill Letter of Bid (Technical or Financial as case may be) furnished in bidding documents. Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	bid prices quoted by bidder in Standard bid Forms, Bill of Quantities and in Price Schedules shall conform to requirements specified below or exclusively mentioned hereafter in bidding documents.
	15.2	bidder shall fill in rates and prices for all items of Works described in Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in prices of other items in Bill of Quantities and will not be paid for separately by PTA.
	15.3	<p>Items not listed in Price Schedule shall be assumed not to be included in bid, and provided that bid is still substantially responsive in their absence or due to their nominal nature, corresponding average price of respective item(s) of remaining substantially responsive bidder(s) shall be construed to be price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and respective items are not listed in other bids, <p>PTA may fix price of missing items in accordance with market survey, and same shall be considered as final price.</p>
	15.4	Bid price to be quoted in Form of Bid in accordance with ITB 15.1 shall be total price of bid.
	15.5	Unless otherwise specified in BDS and Contract, rates and prices quoted by bidder are subject to adjustment during performance of Contract in accordance with provisions of Conditions of Contract.
	15.6	If so specified in ITB 1.1 , bids may be invited for individual lots (contracts) or for any combination of lots (packages).
	15.7	Prices quoted by Bidder shall be fixed during bidder's performance of contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 30 , otherwise price adjustment is permissible under

ABDUR RAHMAN
 Director (Procurement)
 Pakatan Telekomunikasi
 Headquarters, F-51, Islamabad

		Conditions of Contract.
	15.8	All duties, taxes, and other levies payable by Contractor under Contract, or for any other cause, as of date twenty-eight (28) days prior to deadline for submission of bids, shall be included in rates and prices and total bid price submitted by bidder.
16. Currencies of Bid and Payment	16.1	currency(ies) of bid and currency(ies) of payments shall be as specified in BDS .
	16.2	For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in Bid, if prescribed in BDS.
	16.4	Bidders may be required by PTA to clarify their foreign currency requirements, if prescribed in BDS and to substantiate that amounts included in Lump Sum and in SCC are reasonable and responsive to ITB 16.1 .
17. Documents Comprising Technical Proposal	17.1	bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Standard Bid Forms , in sufficient detail to demonstrate adequacy of bidder's proposal to meet work requirements and completion time.
18. Bid Validity Period	18.1	Bids shall remain valid for period specified in BDS after bid submission deadline prescribed by PTA. A bid valid for a shorter period shall be rejected by PTA as non-responsive. period of bid validity will be determined from complementary bid securing instrument i.e. expiry period of bid security or bid securing declaration as case may be.
	18.2	Under exceptional circumstances, prior to expiration of initial bid validity period, PTA may request bidders' consent to an extension of period of validity of their bids only once, for period not more than period of initial bid validity. request and bidders' responses shall be made in writing or in electronic forms that provide record of content of communication. Bid Security provided under ITB 19 shall also be extended 28 days beyond deadline of extended bid validity period. A bidder may refuse request for extension of his bid without forfeiting his bid

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		security or causing to be executed his Bid Securing Declaration. A bidder agreeing to request will not be required nor permitted to modify its bid, but will be required to extend validity of its Bid Security or Bid Securing Declaration for period of extension, and in compliance with ITB 19 in all respects.
19. Bid Security or Bid Securing Declaration	19.1	Pursuant to ITB 11.1 unless otherwise specified in BDS , bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of estimated value of procurement determined by PTA and in amount and currency specified in BDS or Bid Securing Declaration as specified in BDS in format provided in Section VI (Standard Bidding Forms) . In case PTA is inviting bids in lots / packages, bidder shall be required to submit his bid security against respective lot/ package for which he is submitting his bid, which shall not exceed five percent of estimated value of that particular lot/ package.
	19.2	Bid Security or Bid Securing Declaration is required to protect PTA against risk of Bidder's conduct before award of contract to most advantageous bidder which would warrant security's forfeiture, pursuant to ITB 19.9 .
	19.3	Bid Security shall be denominated in local currency or in another freely convertible currency, and it shall be in form specified in BDS which shall be in any of following: a) A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in form provided in Bidding Documents or another form acceptable to PTA and valid for twenty-eight (28) days beyond end of validity of Bid. This shall also apply if period for Bid Validity is extended. In either case, form must include complete name of bidder; b) A cashier's or certified cheque; or c) Another security as indicated in BDS .
	19.4	Bid Security or Bid Securing Declaration shall be in accordance with Form of Bid Security or Bid Securing Declaration included in Section VI (Standard Bidding Forms) or another form approved by PTA prior to bid submission.
	19.5	Bid Security shall be payable promptly upon written demand by PTA in case any of conditions listed in ITB 19.9 are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing

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Director (Procurement)
Pakistan Telecommunication Authority
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		Declaration in accordance with ITB 19.1 or 19.3 shall be rejected by PTA and shall be declared as non-responsive bid, pursuant to ITB 30 .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after expiration of period of Bid Validity prescribed by PTA pursuant to ITB 18 . PTA shall make no claim to amount of Bid Security, and shall promptly return Bid Security document, after whichever of following that occurs earliest: <ul style="list-style-type: none"> (a) expiry of Bid Security; (b) entry into force of a procurement contract and provision of a performance security (or guarantee), for performance of contract if such a security (or guarantee), is required by Bidding documents; (c) rejection by PTA of all Bids; (d) withdrawal of bid prior to deadline for submission of bids, unless bidding documents stipulate that no such withdrawal is permitted.
	19.8	successful bidder's Bid Security will be discharged upon bidder signing contract pursuant to ITB 47 , or furnishing performance security (or guarantee), pursuant to ITB 48 .
	19.9	Bid Security may be forfeited or Bid Securing Declaration executed: a) if a Bidder: <ul style="list-style-type: none"> i) Withdraws its Bid during period of Bid Validity as specified by PTA, and referred by bidder on Form of Bid except as provided for in ITB 18.2; or ii) Does not accept correction of errors pursuant to ITB 32; or b) In case of a successful bidder, if bidder fails: <ul style="list-style-type: none"> i) to sign contract in accordance with ITB 47; or ii) to furnish performance security (or guarantee) in accordance with ITB 48.
	19.10	In case of Bid Security issued by foreign bank is allowed by PTA, same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in name of Joint venture to ensure joint responsibility.
20. Alternative Bids by Bidders	20.1	Bidders shall submit offers that comply with requirements of bidding documents, including basic bidder's technical design

ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-9/1, Islamabad

		as indicated in specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in BDS . If so allowed, ITB 20 shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in BDS as will method for evaluating different schedule for execution of works.
	20.3	If so allowed in BDS , bidders wishing to offer technical alternatives to requirements of bidding documents must also submit a bid that complies with requirements of bidding documents, including basic technical design as indicated in specifications. In addition to submitting basic bid, bidder shall provide all information necessary for a complete evaluation of alternative by PTA, including technical specifications, breakdown of prices, and other relevant details. Only technical alternatives, if any, of Most Advantageous Bidder conforming to basic technical requirements (without altering bid price) shall be considered by PTA.
21. Withdrawal of Bids	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and corresponding must accompany respective written notice.
	21.2	Bids requested to be withdrawn in accordance with ITB 21.1 shall be returned unopened to bidders.
22. Format and Signing of Bid	22.1	Bidder shall prepare an original and number of copies of bid as indicated in BDS , clearly marking each " ORIGINAL " and " COPY " as appropriate. In event of any discrepancy between them, original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, bid shall include only copies of technical proposal.</i>
	22.2	original and copy (ies) of bid shall be typed or written in indelible ink and shall be signed by bidder or a person or persons duly authorized to sign on behalf of bidder. This authorization shall consist of a written confirmation as specified in BDS and shall be attached to bid. name and position held by each person signing authorization must be typed or printed below signature. All pages of bid, except for un-amended printed literature, shall be initialed by person or persons signing bid.

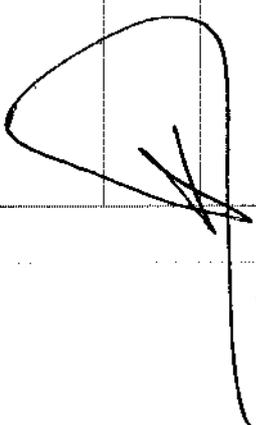


ABDUR RUB KHAN
 Director (Procurement) Security
 Pakistan Telecommunication Authority
 Headquarters, F-3/1, Islamabad

	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by person(s) authorized for signing Bid.
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D. SUBMISSION OF BIDS

23. Sealing and Marking of Bids	23.1	In case of Single Stage One Envelope Procedure, bidder shall seal original and each copy of bid in separate envelopes, duly marking envelopes as “ ORIGINAL ” and “ COPY ”. envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <i>Note: envelopes shall be sealed and marked in accordance with bidding procedure adopted as referred in Rule-36 of Public Procurement Rules, 2004.</i>
	23.2	inner and outer envelopes shall: a) be addressed to PTA at address given in BDS ; and b) bear title of subject procurement or project name, as case may be as indicated in BDS , Invitation for Bids (ITB) title and number indicated in BDS , and a statement: “ DO NOT OPEN BEFORE ”, to be completed with time and date specified in BDS , pursuant to ITB 24.1 .
	23.3	In case of Single Stage Two Envelope Procedure, Bid shall comprise two envelopes submitted simultaneously, one called Technical Proposal and other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of Bid shall be separately sealed and put in separate envelopes and marked as such. c) envelopes containing ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in ITB 23.2 .
	23.4	inner and outer envelopes shall: a) be addressed to PTA at address provided in BDS ; b) bear name and identification number of contract as defined in BDS ; and provide a warning not to open before time and date for bid opening, as specified in BDS , pursuant to ITB 24.1 .

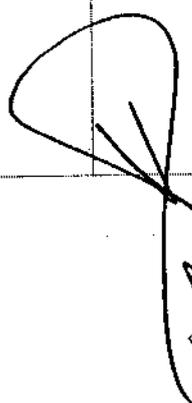


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 Director (Procurement) / Director
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

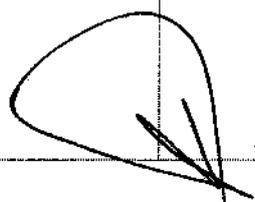
		c) In addition to identification required in ITB 23 hereof, inner envelope shall indicate name and address of bidder to enable bid to be returned unopened in case it is declared "late" pursuant to ITB 25 .
	23.5	If all envelopes are not sealed and marked as required by ITB 23.2, ITB 23.3 and ITB 23.4 or incorrectly marked, PTA will assume no responsibility for misplacement or premature opening of bid.
24. Deadline for Submission of Bids	24.1	Bids shall be received to PTA no later than date and time specified in BDS .
	24.2	PTA may, under exceptional circumstances and at its discretion, extend deadline for submission of bids by amending Bidding Documents in accordance with ITB 9 , in which case all rights and obligations of PTA and bidders previously subject to deadline will thereafter be subject to new deadline.
25. Late Bids	25.1	PTA shall not consider for evaluation of any bid that arrives after deadline for submission of bids, in accordance with ITB 24 .
	25.2	Any bid received by PTA after deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to bidder.
26. Substitution and Modification of bids	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of substitution or modification of bid, is received by PTA prior to deadline for submission of bids.
	26.2	Revised bid may be submitted after substitution or modification made in original bid in accordance with provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids	27.1	PTA will open all bids, in public, in presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in bid proceedings at place, on date and at time, specified in BDS . bidders' representatives present shall sign a attendance sheet as a proof of their attendance.
	27.2	First, envelopes marked " WITHDRAWAL " shall be opened and read out and envelope with corresponding bid shall not be opened, but returned to bidder. No bid withdrawal shall be permitted unless corresponding withdrawal notice contains a valid authorization to request withdrawal and is read out at bid


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 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-3/1, Islamabad

		opening.
	27.3	Second, outer envelopes marked " SUBSTITUTION " shall be opened. inner envelopes containing Substitution Bid shall be exchanged for corresponding Original Bid being substituted, which is to be returned to bidder unopened. No envelope shall be substituted unless corresponding Substitution Notice contains a valid authorization to request substitution and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked " MODIFICATION " shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless corresponding Modification Notice contains a valid authorization to request modification and is read out and recorded at opening of bids. Any modification shall be read out along with Original Bid except in case of Single Stage Two Envelope Procedure where only Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at opening. Financial Proposal, both Original and Modification, will remain unopened till prescribed financial bid opening date.
	27.5	Other envelopes holding bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, bidders' names, bid prices, total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), presence or absence of Bid Security, Bid Securing Declaration and such other details as PTA may consider appropriate, will be announced by Procurement Evaluation Committee.
	27.6	In case of Single Stage Two Envelope Procedure, PTA will open Technical Proposals in public at address, date and time specified in BDS in presence of bidders' designated representatives who choose to attend and other parties with a legitimate interest in bid proceedings. Financial Proposals will remain unopened and will be held in custody of PTA until specified time of their opening.
	27.7	envelopes holding Technical Proposals shall be opened one at a time, and following read out and recorded: (a) name of bidder; (b) whether there is a modification or substitution; (c) presence of a Bid Security or Bid Securing Declaration, if required; and (d) Any other details as PTA may consider appropriate.



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 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-3/1, Islamabad

	27.8	Bids not opened and not read out at bid opening shall not be considered further for evaluation, irrespective of circumstances.
	27.9	Bidders are advised to send in a representative with knowledge of content of bid who shall verify information read out from submitted documents. Failure to send a representative or to point out any un-read information by sent bidder's representative shall indemnify PTA against any claim or failure to read out correct information contained in bidder's bid.
	27.10	No bid will be rejected at time of bid opening except for late bids which will be returned unopened to bidder, pursuant to ITB 25 .
	27.11	PTA shall prepare minutes of bid opening. record of bid opening shall include, as a minimum: name of bidder and whether or not there is a withdrawal, substitution or modification, bid price if applicable and presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	bidders' representatives who are present shall be requested to sign on attendance sheet. omission of a bidder's signature on record shall not invalidate contents and affect record. A copy of record shall be distributed to all bidders.
	27.13	A copy of minutes of bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after announcement of technical evaluation report, PTA, shall at a time within bid validity period, publicly open financial proposals of technically responsive bidder only. financial proposal of bidders found technically non-responsive shall be returned un-opened to respective bidders after seven days of announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before Grievance Redressal Committee.
28. Confidentiality	28.1	Information relating to examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until time of announcement of respective evaluation report.
	28.2	Any effort by a bidder to influence PTA processing of bids or award decision may result in rejection of its bid.



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	28.3	Notwithstanding ITB 28.2 from time of bid opening to time of contract award, if any bidder wishes to contact PTA on any matter related to bidding process, it should do so in writing or in electronic forms that provides record of content of communication.
29. Clarification of Bids	29.1	To assist in examination, evaluation and comparison of bids, PTA may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by PTA shall not be considered.
	29.2	request for clarification and response shall be in writing or in electronic forms that provide record of content of communication. No change in prices or substance of bid shall be sought, offered, or permitted, except clarification for correction of arithmetic errors discovered by PTA during evaluation of bids which shall be sought in accordance with ITB 32.
	29.3	alteration or modification in bid which in any case affect following parameters will be considered as a change in substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work; c) contract price; d) all securities requirements; e) tax requirements; f) terms and conditions of bidding documents. g) change in ranking of bidder
	29.4	From time of bid opening to time of Contract award if any bidder wishes to contact PTA on any matter related to bid it should do so in writing or in electronic forms that provide record of content of communication.



ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-6/1, Islamabad

<p>30. Preliminary Examination of Bids</p>	<p>30.1</p>	<p>Prior to detailed evaluation of bids, PTA will determine whether each bid:</p> <ul style="list-style-type: none"> a) meets eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per format and contents defined by PTA in bidding documents; c) has been properly signed; d) is accompanied by required securities; and e) is substantially responsive to requirements of bidding documents. <p>PTA's determination of a bid's substantial responsiveness will be based on contents of bid itself.</p>
	<p>30.2</p>	<p>A substantially responsive Bid is one which conforms to all terms, conditions, and specifications of Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way scope, quality, or performance of Works; b) limits in any substantial way, inconsistent with bidding documents, PTA's rights or bidders' obligations under Contract; or c) if rectified, would affect unfairly competitive position of other bidders presenting substantially responsive bids.
	<p>30.3</p>	<p>PTA will confirm that documents and information specified under ITB 11, 12 and 13 have been provided in bid. If any of these documents or information is missing, or is not provided in accordance with Instructions to Bidders, bid shall be rejected.</p>
	<p>30.4</p>	<p>PTA may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect relative ranking of any Bidder.</p> <p><i>Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from exact requirements of invitation that</i></p>



ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		<p><i>can be corrected or waived without being prejudicial to other bidders. defect or variation is immaterial when effect on quantity, quality, or delivery is negligible when contrasted with total cost or scope of works. PTA either shall give bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive deficiency, whichever is advantageous to PTA. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <p>(a) <i>Submit number of copies of signed bids required by invitation;</i></p> <p>(b) <i>Furnish required information concerning number of its employees;</i></p> <p>(c) <i>firm submitting a bid has formally adopted or authorized, before date set for opening of bids, execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and bid carries such a signature.</i></p>
	30.5	<p>Provided that a Technical Bid is substantially responsive, PTA may request bidder to submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of technical Proposal linked with ranking of bidders. Failure of bidder to comply with request may result in rejection of its bid.</p>
	30.6	<p>Provided that a Technical Bid is substantially responsive, PTA shall rectify quantifiable nonmaterial nonconformities or omissions related to Financial Proposal. To this effect, Bid Price shall be adjusted, for comparison purposes only, to reflect price of missing or nonconforming item or component.</p>
	30.7	<p>If a bid is not substantially responsive, it will be rejected by PTA and may not subsequently be evaluated for complete technical responsiveness.</p>

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 Director (Procurement)
 Pakistan Telecommunication Authority
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<p>31. Examination of Terms and Conditions; Technical Evaluation</p>	<p>31.1</p>	<p>PTA shall examine bid to confirm that all terms and conditions specified in GCC and SCC have been accepted by bidder without any material deviation or reservation.</p> <p>For this purpose: “Deviation” means departure from requirements specified in Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of requirements specified in Bidding Document.</p>
	<p>31.2</p>	<p>PTA shall evaluate technical aspects of bid submitted in accordance with ITB 31, to confirm that all requirements specified in Section V – Works Requirement, Technical Specifications of Bidding Documents have been met without material deviation or reservation.</p>
	<p>31.3</p>	<p>If after examination of terms and conditions and technical evaluation, PTA determines that bid is not substantially responsive in accordance with ITB 30, it shall reject bid.</p>
<p>32. Correction of Arithmetic Errors</p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and sub-total price that is obtained by multiplying unit price and quantity, unit price shall prevail, and sub-total price shall be corrected, unless in opinion of PTA there is an obvious misplacement of decimal point in unit price, in which total price as quoted shall govern and unit price shall be corrected; b) if there is an error in a total corresponding to addition or subtraction of sub-totals, sub-totals shall prevail, and total shall be corrected; and c) where there is a discrepancy between amounts in figures and in words, amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on Form of Bid, amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	<p>32.2</p>	<p>amount stated in Bid will, be rectified by PTA in accordance</p>

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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

		with above procedure for correction of errors and, with, concurrence of bidder, shall be considered as binding upon bidder. If bidder does not accept corrected amount, its bid shall be rejected after forfeiture of Bid Security or execution of Bid Securing Declaration, as case may be, in accordance with ITB 19.9.
33. Conversion to Single Currency	33.1	unit rates and prices shall be quoted by bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to Works from outside PTA's country (referred to as "Foreign Currency Requirements") shall indicate same in letter of bid-financial proposal. proportion of Bid Price (excluding Provisional Sums) needed by him for payment of such Foreign Currency Requirements either (i) entirely in currency of Bidder's home country or, (ii) at bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of foreign currency requirements, and wishing to be paid accordingly, shall indicate respective portions in his bid.
	33.2	To facilitate evaluation and comparison, PTA will convert all bid prices expressed in amounts in various currencies in which bid prices are payable. For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	33.3	currency selected for converting bid prices to a common base for purpose of evaluation, along with source and date of exchange rate, are specified in BDS.
34. Evaluation of Bids	34.1	PTA shall evaluate and compare only bids determined to be substantially responsive, pursuant to ITB 30.
	34.2	In evaluating Technical Proposal of each Bid, PTA shall use criteria and methodologies listed in BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.
	34.3	PTA's evaluation of a bid will take into account: a) bid price, excluding provisional sums and provision, if any, for contingencies in summary bill of quantities, but including day work items, where priced

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 Director (Procurement)
 Pakistan Telecommunication Authority
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		<p>competitively;</p> <p>b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;</p> <p>c) converting amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;</p>
	34.4	estimated effect of price adjustment provisions of Conditions of Contract, applied over period of execution of Contract, shall not be taken into account in bid evaluation.
	34.5	If these bidding documents allow bidders to quote separate prices for different lots, and award to a single bidder of multiple lots, methodology of evaluation to determine lowest evaluated lot combinations in Form of Bid, is specified in BDS .
	34.6	<p>If bid, which results in Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in opinion of Employer, Employer may require Bidder to produce detailed price analyses for any or all items of Bill of Quantities, to demonstrate internal consistency of those prices with construction methods and schedule proposed. After evaluation of price analyses, taking into consideration schedule of estimated Contract payments, Employer may require that amount of performance security be increased at expense of Bidder to a level sufficient to protect Employer against financial loss in event of default of successful Bidder under Contract.</p> <p>Explanation: <i>“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for early stages of a construction project, offset by artificially low prices or unit rates for later stages of project, to improve contractor’s cash flow.</i></p>

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

35. Domestic Preference	35.1	If BDS so specifies, PTA will grant a margin of preference to domestic contractor in line with rules, regulations, regulatory guides or instructions issued by Authority from time to time.
36. Determination of Most Advantageous Bid	36.1	PTA shall compare evaluated bids in accordance with predefined bidding procedure, of all substantially responsive bids to determine Most Advantageous bidder.
37. Qualification of Bidder	37.1	<p>PTA shall determine to its satisfaction whether bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of International bidding, parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	determination shall be based upon an examination of documentary evidence of bidder's qualifications submitted by bidder, pursuant to ITB 12 .
	37.3	Prior to contract award, PTA will verify that successful bidder (including each member of a JV) is not blacklisted/debarred. PTA will conduct same verification for each sub-contractor proposed by successful bidder.
38. Sub-Contractors	38.1	bidder shall provide details regarding any specialized sub-contractor to PTA. In case change of sub-contractors, bidder shall promptly notify PTA and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to percentage of total value of contracts or volume of works as specified in BDS .

ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

39. Abnormally Low Financial Bid

39.1

Where bid price is considered to be abnormally low, PTA shall perform price analysis either during determination of Most Advantageous Bid or as a part of post-qualification process. following process shall apply:

- a) PTA may reject a bid if PTA has determined that price in combination with other constituent elements of bid is abnormally low in relation to subject matter of procurement (i.e. scope of procurement or ancillary services) and raises concerns as to capability and capacity of respective Bidder to perform that contract;
- b) Before rejecting an abnormally low bid PTA shall request bidder an explanation of bid or of those sections which it considers contribute to bid being abnormally low; take account of evidence provided in response to a request in writing; and subsequently verify bid or parts of bid being abnormally low;
- c) decision of PTA to reject a bid and reasons for decision shall be recorded in procurement proceedings and promptly communicated to bidder concerned;
- d) PTA shall not incur any liability solely by rejecting abnormally bid; and
- e) An abnormally low bid means, in light of PTA's estimate and of all bids submitted, bid appears to be abnormally low by not providing a margin for normal levels of profit.

Guidance for PTA:

In order to identify Abnormally Low Bid (ALB) following approaches can be considered to minimize scope of subjectivity:

- (i) Comparing bid price with cost estimate;
- (ii) Comparing bid price with bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing bid price with prices paid in similar contracts in recent past either government- or development partner-funded.

39.2

PTA will determine to its satisfaction whether bidder that is selected as having submitted most advantageous bid is qualified to perform contract satisfactorily, in accordance with criteria listed in **PTB 12**

ABDJR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

	39.3	determination will take into account bidder's financial and technical capabilities. It will be based upon an examination of documentary evidence of bidder's qualifications submitted by bidder, pursuant to ITB 12, as well as such other information as PTA deems necessary and appropriate. Factors not included in these bidding documents shall not be used in evaluation of bidders' qualifications.
	39.4	<p>PTA may seek "Certificate for Independent Price Determination" from bidder and results of reference checks may be used in determining award of contract.</p> <p><i>Explanation: Certificate shall be furnished by bidder. bidder shall certify that price is determined keeping in view of all essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</i></p>
	39.5	An affirmative determination will be a prerequisite for award of contract to bidder. A negative determination will result in rejection of bidder's bid, in which event PTA will proceed to next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.



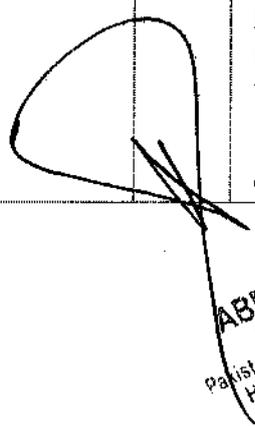
ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarter, F-11, Islamabad

F. AWARD OF CONTRACT

<p>40. Criteria of Award</p>	<p>40.1</p>	<p>Subject to ITB 36 and 37, PTA will award Contract to bidder whose bid has been determined to be substantially responsive to bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with provisions of ITB 3; b) is determined to be qualified to perform Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
<p>41. Negotiations</p>	<p>41.1</p>	<p>Committee of PTA may negotiate with Most Advantageous Bidder relating to following areas:</p> <ul style="list-style-type: none"> (a) a minor alteration to technical (drawings, design technical specifications) details of statement of works; (b) Methodology, work plan, staffing in view to streamline work; (c) a minor amendment to special conditions of Contract; (d) finalizing payment arrangements; (e) clarifying details that were not apparent or could not be finalized at time of Bidding;
	<p>41.2</p>	<p>Where negotiation fails to result into an agreement, PTA may invite next ranked bidder for negotiations. Where negotiations are commenced with next ranked bidder, PTA shall not reopen earlier negotiations.</p>
<p>42. PTA's Right to reject All Bids</p>	<p>42.1</p>	<p>Notwithstanding ITB 37, PTA reserves right to reject all bids, and to annul bidding process at any time prior to acceptance of bid, without thereby incurring any liability to affected bidder(s). However, Authority (i.e. PPRA) may call from PTA justification of those grounds.</p>
	<p>42.2</p>	<p>Notice of rejection of all bids shall be given promptly to all bidders that have submitted bids.</p>
	<p>42.3</p>	<p>PTA shall upon request communicate to any bidder grounds for its rejection of its bids, but is not required to justify those grounds.</p>


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-511, Islamabad

<p>43. Variations</p>	<p>43.1</p>	<p>Engineer shall make any variation in quantity of Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have authority to instruct Contractor to do and Contractor shall do any of following:</p> <ul style="list-style-type: none"> a) increase or decrease quantity of any work included in Contract, b) omit any such work (but not if omitted work is to be carried out by Employer or by another contractor), c) change character or quality or kind of any such work, d) change levels, lines, position and dimensions of any part of Works, e) execute additional work of any kind necessary for completion of Works, or f) change any specified sequence or timing of construction of any part of Works. <p>No such variation shall in any way vitiate or invalidate Contract, but effect, if any, of all such variations shall be valued in accordance with ITB 15. Provided that where issue of an instruction to vary Works is necessitated by some default of or breach of contract by Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by Contractor.</p>
<p>44. Instructions for variations</p>	<p>44.1</p>	<p>Contractor shall not make any such variation without an instruction of Engineer. Provided that no instruction shall be required for increase or decrease in quantity of any work where such increase or decrease is not result of an instruction given under this Clause, but is result of quantities exceeding or being less than those stated in Bill of Quantities.</p>
<p>45. Valuation of Variations</p>	<p>45.1</p>	<p>All variations and any additions to Contract Price which are required to be determined in accordance with ITB 15 (for purposes of this Clause referred to as "varied work"), shall be valued at rates and prices set out in Contract if, in opinion of Engineer, same shall be applicable. If Contract does not contain any rates or prices applicable to varied work, rates and prices in Contract shall be used as basis for valuation so far as may be reasonable, failing which, after due consultation by Engineer with PTA and Contractor, suitable rates or prices shall be agreed upon between Engineer and Contractor. In event of disagreement, Engineer shall fix such rates or prices</p>



ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		as are, in his opinion, appropriate and shall notify Contractor accordingly, with a copy to Employer. Until such time as rates or prices are agreed or fixed, Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with ITB 15 .
46. Notification of Award	46.1	Prior to award of contract, PTA shall issue a Final Evaluation Report giving justification for acceptance or rejection of bids.
	46.2	Where no complaints have been lodged, bidder whose bid has been accepted will be notified of award by PTA prior to expiration of bid validity period in writing or through electronic means that provide record of content of communication. However, PTA shall not award any procurement contract atleast for fifteen (15) days after acceptance of bid. notification letter (herein after and in condition of contract and contract form called "Letter of Acceptance" will specify sum that PTA will pay successful bidder in consideration for execution and completion of works as prescribed by Contract (hereinafter and in Contract called "Contract Price).
	46.3	notification of award will constitute formation of Contract, subject to bidder furnishing Performance Security (or guarantee) in accordance with ITB 48 and signing of contract in accordance with ITB 47 .
	46.4	Upon successful bidder's furnishing of performance security (or guarantee) pursuant to ITB 48 , PTA will promptly notify each unsuccessful bidder, name of successful bidder and Contract amount and will discharge Bid Security or Bid Securing Declaration of bidder(s) pursuant to ITB 19 .
47. Signing of Contract	47.1	Promptly after notification of award, PTA shall send successful bidder draft agreement, incorporating all terms and conditions as agreed by parties to contract.
	47.2	Immediately after Redressal of grievance by GRC, and after fulfillment of all conditions precedent of Contract Form, successful bidder and PTA shall sign contract.
	47.3	Where no formal signing of a contract is required, work order issued to bidder shall be construed to be contract.

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 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

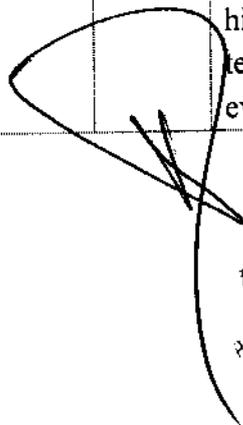
<p>48. Performance Security (or Guarantee)</p>	<p>48.1</p>	<p>After receipt of Letter of Acceptance, successful bidder, within specified time, shall deliver to PTA a Performance Guarantee in amount and in form stipulated in BDS and SCC, denominated in type and proportions of currencies in Letter of Acceptance and in accordance with Conditions of Contract.</p>
	<p>48.2</p>	<p>If Performance Guarantee is provided by successful bidder and it shall be in form specified in BDS which shall be in any of following:</p> <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan or in case of an irrevocable letter of credit issued by a foreign bank, letter shall be confirmed or authenticated by a scheduled bank of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>Any Performance Guarantee submitted shall be enforceable in Pakistan.</p>
	<p>48.3</p>	<p>Failure of Most Advantageous Bidder to comply with requirement of ITB 47 shall constitute sufficient grounds for annulment of award and forfeiture of Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event PTA may make award to next most advantageous bidder or reinitiate procurement process afresh (as a case may be).</p>
<p>49. Advance Payment</p>	<p>49.1</p>	<p>Advance payment will be provided to bidder in percentage and in manner as agreed by both parties in terms of Conditions of Contract.</p>
	<p>49.2</p>	<p>PTA will provide an advance payment as stipulated in Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of Contract. advance payment request shall be accompanied by an advance payment security (guarantee) in form provided in Section X. For purpose of receiving advance payment, bidder shall make and estimate of, and include in its bid, expenses that will relate to purchase of equipment, machinery materials, and on engagement of labor during first month beginning with date of PTA's "Notice to Commence" as</p>

ABDUR RUKHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		specified in SCC.
50. General Performance of Bidders	50.1	PTA reserves right to obtain information regarding performance of bidders on their previously awarded contracts / works. PTA may seek information / report from previous employer for consideration. However, PTA shall incorporate such parameters in evaluation criteria and accordingly decide fate of bid submitted.
51. Corrupt & Fraudulent Practices	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe highest standard of ethics during procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

52. Constitution of Grievance Redressal	52.1	PTA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address complaint. GRC shall not have any of members of Procurement Evaluation Committee. committee must have one subject specialist depending nature of procurement.
53. GRC Procedure	53.1	Any party can file its written complaint against eligibility parameters or any other terms and conditions prescribed in prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and same shall be addressed by GRC well before bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of PTA after submission of his bid may lodge a written complaint concerning his grievances not later than seven days of announcement of technical evaluation report and five days after issuance of final evaluation report.



ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-514, Islamabad

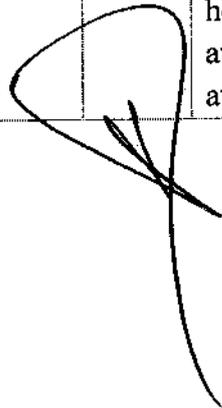
	53.3	In case, complaint is filed against technical evaluation report, GRC shall suspend procurement proceedings.
	53.4	In case, complaint is filed after issuance of final evaluation report, complainant cannot raise any objection on technical evaluation of report: Provided that complainant may raise objection on any part of final evaluation report in case where single stage one envelope bidding procedure is adopted.
	53.5	GRC, in both cases shall investigate and decide upon complaint within ten days of its receipt.
	53.6	Any bidder or PTA not satisfied with decision of GRC may file Appeal before Appellate Committee of Authority on prescribed format after depositing Prescribed fee.
	53.7	Committee, upon receipt of Appeal against decision of GRC complete in all respect shall serve notices in writing upon all parties to Appeal.
	53.8	committee shall call record from concerned PTA or GRC as case may be, and same shall be provided within prescribed time.
	53.9	committee may after examination of relevant record and hearing all concerned parties, shall decide complaint within fifteen (15) days of receipt of Appeal.
	53.10	decision of Committee shall be in writing and shall be signed by Head and each Member of Committee. decision of committee shall be final.

G. MECHANISM OF BLACKLISTING

54. Mechanism of Blacklisting	54.1	PTA shall bar for not more than time prescribed in Rule-19 of Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by id securing declaration;
	54.2	show cause notice shall contain: (a) precise allegation, against bidder or contractor; (b) maximum period for which PTA proposes to debar bidder or contractor from participating in any public procurement of PTA; and (c) statement, if needed, about intention of PTA to make a request to Authority for debarring

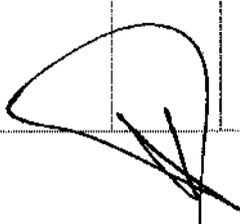
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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/4, Islamabad

		bidder or contractor from participating in public procurements of all procuring agencies.
	54.3	PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice.
	54.4	In case, bidder or contractor fails to submit written reply within requisite time, PTA may issue notice for personal hearing to bidder or contractor/ authorize representative of bidder or contractor and PTA shall decide matter on basis of available record and personal hearing, if availed.
	54.5	In case bidder or contractor submits written reply of show cause notice, PTA may decide to file matter or direct issuance of a notice to bidder or contractor for personal hearing.
	54.6	PTA shall give minimum of seven days to bidder or contractor for appearance before designated officer of PTA for personal hearing. designated officer shall decide matter on basis of available record and personal hearing of bidder or contractor, if availed.



ABDJR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-3/1, Islamabad

	54.7	PTA shall decide matter within fifteen (15) days from date of personal hearing unless personal hearing is adjourned to a next date and in such an eventuality, period of personal hearing shall be reckoned from last date of personal hearing.
	54.8	PTA shall communicate to bidder or contractor order of debaring bidder or contractor from participating in any public procurement with a statement that bidder or contractor may, within thirty (30) days, prefer a representation against order before Authority.
	54.9	Such blacklisting or barring action shall be communicated by PTA to Authority and respective bidder or bidders in form of decision containing grounds for such action. same shall be publicized by Authority after examining record whether procedure defined in blacklisting and debarment mechanism has been adhered to by PTA.
	54.10	bidder may file review petition before Review Petition Committee Authority within thirty (30) days of communication of such blacklisting or barring action after depositing prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". Committee shall evaluate case and decide within ninety (90) days of filing of review petition.
	54.11	committee shall serve a notice in writing upon all respondent of review petition. notices shall be accompanied by copies of review petition and all attached documents of review petition including decision of PTA. parties may file written statements along with essential documents in support of their contentions. Committee may pass such order on representation may deem fit.
	54.12	Authority on basis of decision made by committee either may debar a bidder or contractor from participating in any public procurement process of all or some of procuring agencies for such period as deemed appropriate or acquit bidder from allegations. decision of Authority shall be final.


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

SECTION III: BID DATA SHEET



ABJUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Bid Data Sheet (BDS)

Following specific data for procurement of works shall complement, supplement, or amend provisions in Instructions to Bidders (ITBs). Whenever there is a conflict, provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in Instruction to Bidders
A. Introduction		
1.	1.1	Name of PTA: Pakistan Telecommunication Authority subject of procurement is: Roof treatment works at PTA Buildings in Islamabad Period for completion of works 120 Calendar Days Commencement date execution of works: Within 03 days after receipt of Letter of Commencement Type of Procurement <i>National Competitive Bidding (Single Stage-Two Envelope Procedure)</i>
2.	2.1	Financial year for operations of PTA: 2025-26 Name of Project Roof treatment works at PTA Buildings in Islamabad Name of financing institution: Pakistan Telecommunication Authority Name and identification number of Contract: <hr/>
3.	3.1	Maximum number of members in joint venture, consortium shall be: JV is not applicable


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 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/4, Islamabad

B. Bidding Documents

4.	7.2	number of copies to be completed and returned is one original and Documents are required to be submitted through E-PADs only.
5.	8.1	address for clarification of Bidding Documents is Clarifications are required to be submitted through E-PADs only and same will be responded through E-PADs.
	8.5	<u>Pre-bid meeting will not be held</u>

C. Preparation of Bids

6.	10.1	Language of all correspondences and documents related to Bid is: English
7.	11.1 (i)	In addition to documents stated in ITB 11, following documents must be included with Bid
8.	11.5 (c)	Other procurement specific documentation requirements are: Warranty Period of 10 Years on stamp paper by Contractor
9.	15.5	Price Adjustment shall not be applicable.
10.	15.6	Name of works Roof treatment works at PTA Buildings in Islamabad identification No. PTA/CW/844/2026 No. and identification of lots (contracts) comprising this open competitive bid Single Lot
11.	16.1	currency of Bid shall be; Pakistani <i>Rupee</i>
12.	18.1	Bid Validity period shall be 90 days.
13.	19.1	amount of Bid Security shall be 200,000/- PKR in shape of CDR
		currency of Bid Security shall be: Pakistani Rupee. Bid Securing Declaration is not applicable
14.	19.3	Bid Security shall be in form of: CDR/Banker Cheque
15.	19.3 (c)	Other forms of security are: Performance Security
16.	20.1	Alternative Bids to requirements of Bidding Documents <i>will</i>


ABDUR RUB KHAN
 Director (Procurement) / P
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

		<i>not be permitted</i>
17.	20.2	If alternative scheduled for execution of work is explicitly invited N/A
18.	22.1	number of copies of Bid to be completed and returned shall be <u>Only E-PADs submission is required</u>
19.	22.2	written confirmation of authorization to sign on behalf of Bidder shall consist of: Affidavit regarding Authorization of _____

D. Submission of Bids

20.	23.2 (a)	Bid shall be submitted through E-PADs only/- .
21.	23.2 (b)	Title of subject Procurement or Project name: Roof treatment works at PTA Buildings in Islamabad ITB title and No: PTA/CW/844/2026 Time and date for submission: 25th February, 2026 by 10:30 AM
22.	24.1	Deadline for Bid submission is 25th February, 2026 by 10:30 AM

E. Opening and Evaluation of Bids

23.	27.1	Bid opening will be done through E-PADs only on : 25th February, 2026 by 11:00 AM
24.	33.2	currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[PKR]</i> <i>Bid shall be accepted in PKR only</i>
25.	33.3	bids shall be quoted in (PKR)
26.	34	Evaluation Techniques

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		Least Cost Based Selection (LCBS) After meeting requirements of eligibility, qualification and substantial responsiveness, bid in compliance with all mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
27.	34	JV is not allowed.
28.	34	As a single lot work will be awarded to most advantageous bidder
29.	35	Domestic preference to apply.
30.	38.2	Sub-Contracting is Not allowed
F. Award of Contract		
31.	48	Performance Security (or guarantee) shall be <i>10 percent of Contract Price</i>
32.	48	Performance Security (or guarantee) shall be in form of Bank Guarantee from any scheduled bank of Pakistan
G. Review of Procurement Decisions		
33.	53.6	Address of PPRA to submit a copy of appeal: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

Section IV. Eligible Countries

All bidders are allowed to participate in subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of Federal Government.

Following countries are ineligible to participate in procurement process:

1. India
2. Israel



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Section V. Evaluation and Qualification Criteria

PTA shall evaluate bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. Bidder shall provide all information requested in forms included in Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate currency prescribed in BDS. In case of foreign currency, exchange rates shall be taken from State Bank of Pakistan on that bid opening day. Any error in determining exchange rates in Bid may be corrected in accordance with ITB 32 (Correction of Arithmetic Errors)

1. Domestic Preference

If allowed in BDS, a margin of preference shall be granted to domestic contractors, in accordance with policy of Federal Government and guidelines issued by Authority, and subject to, following provisions:

- (a) Contractors applying for such preference shall provide, as part of data for qualification, such information, including details of ownership, as shall be required to determine whether, according to classification established by PTA, a particular contractor or group of contractors qualifies for a domestic preference. bidding documents shall clearly indicate preference and method that will be followed in evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by PTA, responsive bids shall be classified into following groups:
 - (i) Group A: bidder eligible for domestic preference.
 - (ii) Group B: other bidder.
- (c) All evaluated bids in each group shall, as a first evaluation step, be compared to determine most advantageous bid, and most advantageous bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is most advantageous, it shall be selected for award. If a bid from Group B is most advantageous, as a second evaluation step, all bids from Group B shall then be further compared with most advantageous bid from Group A. For purpose of this further comparison only, percentage of price preference of respective bid price corrected for arithmetical errors, shall be added to evaluated price offered in each bid from Group B. If bid from Group A is most advantageous, it shall be selected for award. If not, most advantageous bid from Group B based on first evaluation step shall be awarded contract.


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Director (Procurement)
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Evaluation

In addition to criteria listed in **ITB 34.3** following criteria shall be applied for evaluation of bids:

2.1 Assessment of adequacy of Technical Proposal with Requirements

Evaluation of Bidder's Technical Proposal will include an assessment of Bidder's technical capacity to mobilize key equipment and personnel for contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with requirements stipulated in Section V Works Requirements.

2.2 Technical Alternatives:

Technical alternatives, if permitted under BDS, will be evaluated as follows;
(PTA shall describe how this factor will be evaluated).

2.3 Multiple Contracts:

If works are grouped in multiple contracts and pursuant to **ITB 34**, PTA shall evaluate and compare Bids on basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at Most advantageous bid for PTA by taking into account bids offered by Bidders in case of award of multiple contracts. If a Bidder submits several successful (lowest evaluated substantially responsive) bids, evaluation will also include an assessment of Bidder's capacity to meet following aggregated requirements as presented in bid:

- 1) Average annual construction turnover,
- 2) Financial resources,
- 3) Equipment to be allocated, and
- 4) Personnel to be fielded

If permitted under ITB 34, will be evaluated as follows:

Award Criteria for Multiple Contracts:

Lots

If specified in procurement planning and allowed in BDS, PTA may ask to bidder to bid for any one or more lots. Bids will be evaluated lot-wise for combined lots. contract(s) will be awarded to Bidder or Bidders offering most advantageous bid to PTA for combined lots, subject to selected Bidder(s) meeting required qualification criteria for lot or combination of lots as case may be.

Packages

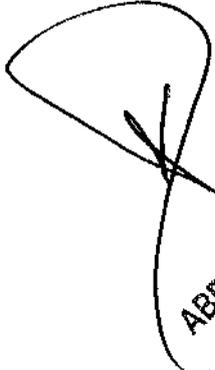

ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

If specified in procurement planning and allowed in BDS bidder may choose to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, for combined packages and/or lots within a package. contract(s) will be awarded to Bidder or Bidders offering most advantageous bid to PTA for combined packages, subject to selected Bidder(s) meeting required qualification criteria for combination of packages and or lots as case may be.

2.4 Specialized Subcontractors

Only specific experience of sub-contractors for specialized works permitted by PTA will be considered. general experience and financial resources of specialized sub-contractors shall not be added to those of Bidder for purposes of qualification of Bidder.

specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet following criteria: (*Specify Criteria below*)



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

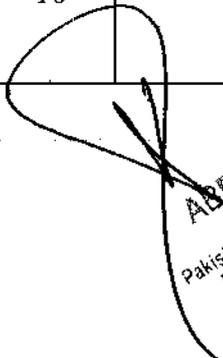
Qualification

Technical Evaluation Criteria:

Part A) Mandatory Requirement	
1	Firm must be on Active Tax payer list of income tax and Sales Tax.
2	Copy of Company Registration with Securities & Exchange Commission of Pakistan/ Registrar of Firms.
3	Bid security of Rs. 200,000/- in shape of pay order/ bank draft in favor of Pakistan Telecommunication Authority
4	Minimum 3 years of relevant experience of firm/bidder. Experience will be reckoned from the oldest completion letter/ work order/ contract agreement attached.
5	Affidavit on non-judicial stamp paper that firm is not black listed. Besides, bidder's name must not reflect in list of "Active Blacklisted Firms" of PPRA.
6	Must be registered with PEC in C6 or above category for year 2025-26.

Part B) Marking Evaluation part of mandatory criteria

Sr. #	Attributes	Max. Score	Points Earned	Criteria
1	Office in Islamabad	10		Firm having its office in Islamabad will get 10 marks.
2	Specific Experience of firm for Water proofing works	60		Only jobs of similar nature i.e. water proofing works having worth Rs. 05 million or more shall be considered. For each job 10 marks will be awarded. <u>Documentary evidence like work/supply order/Contract Agreement along completion certificate etc. is to be provided.</u>
3	General experience of firm related to Civil Works	20		For each job 4 marks will be awarded. <u>Documentary evidence like work/supply order/Contract/ completion certificate etc. is to be provided.</u>
4	Annual Tax Return	10		If firm is active tax filer during last three tax years, 3.33 marks per year will be awarded. <u>Tax return filed for previous three tax years are to be attached.</u>


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

Sub Total	100		
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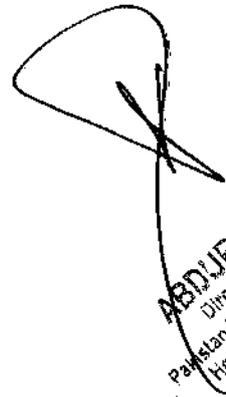
i. Minimum qualifying marks 70 out of 100) in above table.

ii. Provide documentary evidence for claiming numbers in evaluation like work orders, completion certificates, tax returns, registration certificates, bank statement etc.

iii. All supporting documents to be attached for part A and B of this Annexure.


ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-3/1, Islamabad

**Section V. WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS,
DRAWINGS, AND BILL OF QUANTITIES**



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Scope of Works

1. Site Inspection & Assessment

- Conduct a detailed inspection of roof surface to identify cracks, leaks, moisture points, damaged waterproofing, and structural defects.
- Check drainage slopes, outlets, parapet walls, joints, and existing protection layers.
- Prepare a condition report with photos and recommendations.

2. Surface Preparation

- Clean entire roof area using brushes or pressure washing to remove dirt, loose particles, algae, grease, and previous failing coatings.
- Remove vegetation growth, moss, fungus, and debris from roof surface and drainage points.
- Repair cracks, honeycombs, and damaged patches using approved repair mortar.
- Ensure all joints, gaps around pipes, and parapet-wall junctions are sealed with polyurethane/epoxy sealant as per specification.

3. Waterproofing Treatment

Bituminous membrane scope includes:

a. Primer Application

- Apply specified primer coat uniformly to improve adhesion.

b. Membrane/Coating Application

- Apply multiple coats of waterproofing membrane (PU, acrylic, cementitious, etc.) with required drying intervals.
- Ensure minimum specified thickness as per BOQ requirements

c. Flashing & Upturns

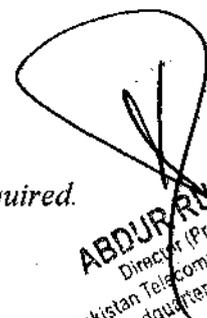
- Provide vertical upturns of waterproofing up to specified height on parapet walls.
- Seal pipe penetrations and drain outlets with approved flexible sealant.

4. Protection Layer (If Required)

- Apply screed/cement mortar protection over membrane where foot-traffic or equipment is expected.

5. Drainage Management

- Clean and repair all drainage outlets.
- Install drain covers/mesh to prevent blockage.
- Ensure proper slope for smooth water flow; re-screeding if required.


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6. Testing

- *Conduct water-ponding test (24–48 hours) to confirm leakage-free surface.*
- *Repair any identified defects and re-test.*

7. Documentation & Handover

- *Submit method statements, material technical data sheets, and warranties.*
- *Provide final inspection report with photos before and after execution.*



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Director (Procurement)
Pakistan Telecommunication Authority
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Technical Specifications & Drawings

- Being repair/renovation works No drawings are required and technical Specification of Material will be followed as per MES Schedule Rates 2021. Work will be carried out as per standards, specifications of Materials as per MES Schedule 2021
- ASTM or BSS shall be followed for strict compliance



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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Bill of Quantities



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-3/1, Islamabad

Sample Bill of Quantities

A. Preamble

1. Bill of Quantities shall be read in conjunction with Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. quantities given in Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. basis of payment will be actual quantities of work ordered and carried out, as measured by Contractor and verified by Engineer and valued at rates and prices bid in priced Bill of Quantities, where applicable, and otherwise at such rates and prices as Engineer may fix within terms of Contract.
3. rates and prices bid in priced Bill of Quantities shall, except insofar as it is otherwise provided under Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in Contract.
4. A rate or price shall be entered against each item in priced Bill of Quantities, whether quantities are stated or not. cost of Items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in Bill of Quantities.
5. whole cost of complying with provisions of Contract shall be included in Items provided in priced Bill of Quantities, and where no Items are provided, cost shall be deemed to be distributed among rates and prices entered for related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in Bill of Quantities. References to relevant sections of Contract documentation shall be made before entering prices against each item in priced Bill of Quantities.
7. method of measurement of completed work for payment shall be in accordance with Actual measurement taken on site and quoted item rates.

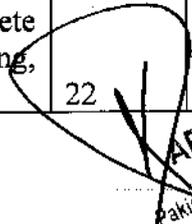


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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Roof treatment works at PTA Buildings in Islamabad

Bill of Quantities

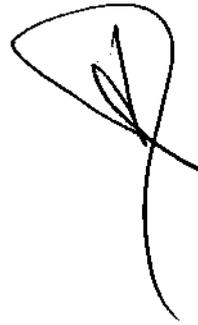
S. No.	MES Item No.	Item's Description	Qty	Unit	Unit Rate	Amount
1	(13-13)	Hacking out Cement Plaster of walls or lathing, racking out joints where required, or racking out cement jointing to walls, roofs or floors of any description, or hacking out concrete to form key, or dismantling, lathing with or without plaster.	330	Sqm	158	52,140
2	(23-22)	Dismantling single tiling of brick or PCC in roof or floor, laid in CM, including half bricks or blocks on edge, in any portion.	1148	Sqm	120	137,760
3	(23-8)	Removing mud from roofs, including plastering and leaping, if any.	594	Cum	226	134,244
4	(13-16)	Filleting exceeding 75 mm and not exceeding 150 mm wide, all as specified.	639.36	Metre	82	52,428
5	(12-24)	Providing and laying, 20mm thick terrazzo floor, using marble chips (1:2) with ordinary Portland cement including cutting and rubbing, (except polishing).	1660	Sqm	884	1,467,440
6	(12-23)	Supply and fix, 8-10 mm thick and 40 mm wide marble patty, as dividing strips in floors.	620	P. Mtr	92	57,040
7	(3-2)	Providing and laying of lean concrete using crushed or broken stone graded; PCC 1:4:8, all as specified (Roof Khurra).	16.5	Cum	7,075	116,738
8	(20-48)	Supply and fix, u-PVC Soil and waste pipe 160 mm dia., complete with Z Metre joint and rubber ring, all as specified (Roof drain pipe).	22			22,616


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 Headquarters, F-5/1, Islamabad

9	(10-56)	One coat of water proofing primer, cold sticker, (Bituminous Emulsion) @ 0.75 Kg/sqm all as specified.	2422	Sqm	122	295,484
10	(10-60)	Providing and laying, 3mm thick Torch Bonding Bituminous Membrane [Poly Propylene (PP) / Poly granular (PG)] with self-adhesive side lap 75mm, end lap 100 mm, complete as specified. Same as item 10-60, but 3 mm thick.	2421	Sqm	1,118	2,706,678
11	(10-61)	Providing and laying, 3mm thick Torch Bonding Bituminous Membrane [Poly Propylene (PP) / Poly granular (PG)] with self-adhesive side lap 75mm, end lap 100 mm, complete as specified. Same as item 10-60, but 4 mm thick.	2420	Sqm	1,402	3,392,840
12	(13-7)	Cement Plaster 1:4, 19 mm thick finished as specified	430	Sqm	423	181,890
13	(3-5)	Providing and laying of PCC with 3000 psi compressive cylindrical strength in all non-structural elements except formwork.	22	Cum	8,922	196,284
Sub Total A						8,813,581
Add						%(Above/Below)
Total (A)						
Non-Schedule Items						
14	NS	Removal and Re-fixing of solar System complete in all respect. (Prospective bidder is required to visit site). 1- PTA HQs Building F-5/1 Islamabad 2- PTA Office Building F-6/4 Islamabad 3- PTA Hostel Building H-10/4 Islamabad	1	Lump sum		
15	(NS)	Removal of Existing Waterproofing, debris removal from site complete in all respects.	1	Lump sum		

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 Director (Procurement)
 Pakistan Telecommunication Authority
 Head Office, F-5/1, Islamabad

		(Prospective bidder is required to visit site). 1- PTA HQs Building F-5/1 Islamabad 2- PTA Office Building F-6/4 Islamabad 3- PTA Hostel Building H-10/4 Islamabad				
						Total B
						TOTAL (A+B)

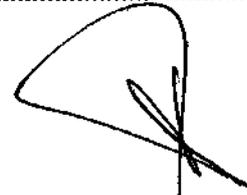


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 Director (Procurement)
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 Headquarters, F-5/1, Islamabad

SECTION VI: STANDARD BIDDING FORMS

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ABDUR RUS KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED DOCUMENT

Place this Letter of Bid in first envelope "TECHNICAL PROPOSAL".

Bidder must prepare Letter of Bid on stationery with its letterhead clearly showing Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of PTA]*

We, undersigned Bidder, hereby submit first part of our Bid, Technical Proposal

In submitting our Bid we make following declarations:

- (a) **No reservations:** We have examined and have no reservations to bidding document, including addenda issued in accordance with Instructions to Bidders **(ITB 9)**;
- (b) **Eligibility:** We meet eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by PTA based on execution of a Bid Securing Declaration or Bid Securing Declaration in PTA's country in accordance with **ITB 3**;
- (d) **Conformity:** We offer to execute works in conformity with bidding document and in accordance with works requirements: *[insert a brief description of WORKS]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for period specified in **BDS 18.1** (as amended, if applicable) from date fixed for Bid submission deadline specified in **BDS 24.1** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet requirements, other than Alternative Bids submitted in accordance with **ITB 20**;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by PTA. Further, we are not ineligible under Pakistan laws;
- (i) **State-owned enterprise or institution:** *[select appropriate option and delete other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];*

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Director (Procurement)
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Headquarters, F-5/1, Islamabad
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- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of Bidder: *[insert complete name of Bidder]

Country of Origin of Bidder: [insert country of origin, in case of JV country of origin of lead member]

Name of person duly authorized to sign Bid on behalf of Bidder: ** [insert complete name of person duly authorized to sign Bid]

Title of person signing Bid: [insert complete title of person signing Bid]

Signature of person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

*: In case of Bid submitted by a Joint Venture specify name of Joint Venture as Bidder.

**.: Person signing Bid shall have power of attorney given by Bidder. power of attorney shall be attached with Bid Schedules.



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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-51, Islamabad

Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED DOCUMENT

Place this Letter of Bid - Financial Proposal in second envelope marked "FINANCIAL PROPOSAL".

Bidder must prepare Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

Request for Bid No.: [insert number of bidding process]

Name of Project.: [insert identification]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of PTA]

We, undersigned Bidder, hereby submit second part of our Bid, Financial Proposal

In submitting our Financial Proposal we make following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for period 90 days from date fixed for bid submission deadline, and it shall remain binding upon us and may be accepted at any time before expiration of that period;

(b) **Total Price:** total price of our Bid is:

In case of only one lot, total price of Bid is [insert total price of bid in words and figures, indicating various amounts and respective currencies];

In case of multiple lots, total price of each lot is [insert total price of each lot in words and figures, indicating various amounts and respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert total price of all lots in words and figures, indicating various amounts and respective currencies];

(c) **Commissions, gratuities and fees:** We have paid, or will pay following commissions, gratuities, or fees with respect to bidding process or execution of Contract: [insert complete name of each Recipient, its full address, reason for which each commission or gratuity was paid and amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

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(d) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of Bidder: **[insert complete name of Bidder]*

Name of person duly authorized to sign Bid on behalf of Bidder: ** *[insert complete name of person duly authorized to sign Bid]*

Title of person signing Bid: *[insert complete title of person signing Bid]*

Signature of person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

** : Person signing Bid shall have power of attorney given by Bidder. power of attorney shall be attached with Bid Schedules.



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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Bidder Information Form

[Bidder shall fill in this Form in accordance with instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check box(es) of attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 3.3. <input type="checkbox"/> Establishing that Bidder is not under supervision of PTA [in case of subsidiaries]
8. Included are organizational chart, a list of Board of Directors, and beneficial ownership.


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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Form of Bid Security

(Bank Guarantee)

[bank shall fill in this Bank Guarantee Form in accordance with instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

No.: *[Purchaser to insert reference number for Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in letterhead]*

We have been informed that _____ *[insert name of Bidder, which in case of a joint venture shall be name of joint venture (whether legally constituted or prospective) or names of all members thereof]* (hereinafter called "Applicant") has submitted or will submit to Beneficiary its Bid (hereinafter called "Bid") for execution of _____ under Request for Bids No. _____ ("RFB").

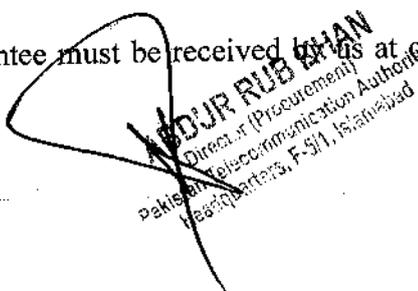
Furthermore, we understand that, according to Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At request of Applicant, we, as Guarantor, hereby irrevocably undertake to pay Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of Beneficiary's complying demand, supported by Beneficiary's statement, whether in demand itself or a separate signed document accompanying or identifying demand, stating that either Applicant:

- (a) has withdrawn its Bid during period of Bid validity set forth in Applicant's Letter of Bid ("Bid Validity Period"), or any extension thereto provided by Applicant; or
- (b) having been notified of acceptance of its Bid by Beneficiary during Bid Validity Period or any extension thereto provided by Applicant, (i) has failed to sign contract agreement, or (ii) has failed to furnish performance security, in accordance with Instructions to Bidders ("ITB") of Beneficiary's bidding document.

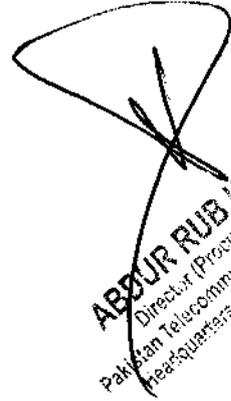
This guarantee will expire: (a) if Applicant is successful Bidder, upon our receipt of copies of Contract agreement signed by Applicant and performance security issued to Beneficiary in relation to such Contract agreement; or (b) if Applicant is not successful Bidder, upon earlier of (i) our receipt of a copy of Beneficiary's notification to Applicant of results of Bidding process; or (ii) twenty-eight days after end of Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at office indicated above on or before that date.


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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from final product.



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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Warranty Certificate

(Affidavit of Warranty must be on non-judicial paper of worth PKR 100)

This is to certify that M/s _____ has carried out waterproofing work on roof of PTA Buildings in Islamabad covering an area of _____ SFT.

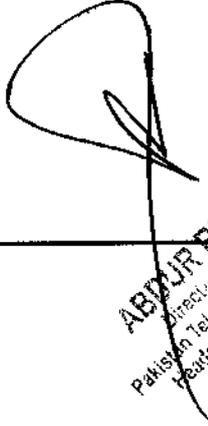
M/s _____ hereby provides a warranty of **ten (10) years** for satisfactory performance of treated area. In event of any leakage during warranty period, defects will be rectified on a priority basis upon receipt of a formal complaint from office of Director (Civil Works).

warranty period shall be effective from _____ 2026 to _____ 2036.

Warranty shall be null and void in event of:

1. Fire.
2. Earthquake resulting in structural cracks.
3. Mechanical damage to waterproofing membrane.
4. Structural failure of building.

M/s


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Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Section VIII. General Conditions (GC)

Red Book:

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Conditions of Contract are “General Conditions” which form part of “Conditions of Contract for Construction for Building and Engineering Works Designed by Employer (“Red book”) Second edition 2017” published by Federation Internationale Des Ingenieurs – Conseils (FIDIC) and following “Particular Conditions” which shall complement General Conditions of Contract.

An original copy of above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by Employer*” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

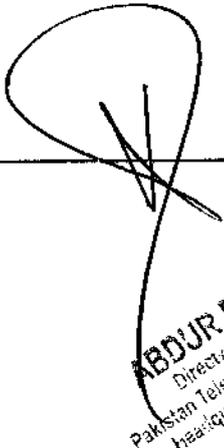
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Telephone: +41 22 799 49 01

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ABDJR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
headquarters, F-5/1, Islamabad

Section IX. Special Conditions of Contract



ABDUR RISH KHAN
Director (Retirement)
Pakistan Telecommunication Authority
Headquarters, F-511, Islamabad

Special Conditions of Contract

Special Conditions of Contract (SCC) complement General Conditions of Contract (GCC) to specify data and contractual requirements of PTA/ Employer, engineer, sector, overall project, and works. In event of a conflict, provisions herein shall prevail over those in GCC.

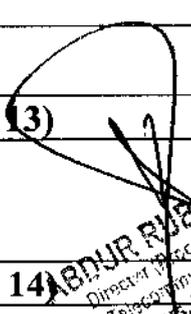
Part A – Contract Data

Contract data of SCC, includes data to complement GCC in a manner similar to way in which Bid Data Sheet complements Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in GCC
General Provision (GCC 1)		
1.	1.3	For Notices PTA/ Engineer's Authorized representatives name and address: Engr. Asif Saeed Ph:+92-51-92225352 Fax:051-2878149 Email: asifsaeed@pta.gov.pk Contractors Authorized representatives name and address:
2.	1.4	Governing Law; Applicable Law shall be: Laws of Pakistan
3.	1.4	Communication Language: Communication Language shall be: English
Employer/ PTA (GCC Clause 2)		
5.	2.1	Time for access to Site: Within 03 days after Signing of Contract
Engineer (GCC Clause 3)		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of Accepted Contract Amount in


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 Director (Procurement)
 Pakistan Communication Authority
 Head Office: F-11, Islamabad

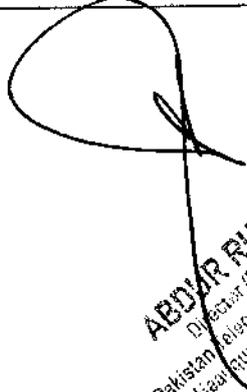
		excess of <u>15</u> % shall require approval of Authority - PTA.
Contractor (GCC Clause 4)		
7.	4.2	Performance guarantee/ security will be in form of a Bank Guarantee <i>will be 10 percentage of Contract Price.</i>
8.	4.22	Contractor's Operations on site Sites: PTA HQs Building F-5/1 Islamabad PTA Office F-6/4 Islamabad PTA Hostel Building H-10/4 Islamabad
Sub-Contracting (GCC Clause 5)		
9.	5.1(a)	Sub-contracting is not allowed.
10.	5.1 (b)	Works for which sub-contracting is not permitted. Sub-contracting is not allowed.
Staff and Labour (GCC Clause 6)		
11.	6.5	Normal working hours 08 Hours (08:00 AM – 04:00 PM)
Plant, Material and Workmanship (GCC Clause 7)		
12.	7.2	<i>Samples will be required to be approved by Director (Civil Works) before delivery at site</i>
Commencement, Delays and Suspension (GCC Clause 8)		
13.	8.3	Number of additional paper copies of program N/A
14.	8.8	Delay damages shall be payable for each day of delay shall be 0.005% of Contract Price per day, in currency and proportions in which Contract Price is payable up to maximum amount of delay damages is 10 % of Contract Price
Measurement and Valuation (GCC Clause 12)		
15.	12.2	Method of measurement shall be: <i>Item wise and actual measurement at site</i>
16.	12.3	Percentage profit: <i>As per quoted</i>
Variations and Adjustments (GCC Clause 13)		
17.	13.7	Adjustments for Changes in Cost: <i>Price Escalation is not admissible</i>
Contract Price and Payment (GCC Clause 14)		


ABDUR RAZAQ KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

18.	14.2	Total Advance payment shall not be made.
19.	14.2.3	Repayment of Advance payment: N/A
20.	14.3(iii)	Percentage of retention: <i>No deduction will be done against retention money.</i>
21.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: <i>Not Applicable</i>
22.	14.7(a)	Period of payment of Advance Payment to Contractor N/A
23.	14.7b(i)	Period for PTA to make interim payments to Contractor under Sub-Clause 14.6 (interim Payment) 30 days
24.	14.7b(ii)	Period for PTA to make interim payments to Contractor under Sub-Clause 14.13 (Final Payment) 60 days
25.	14.7(c)	Period for PTA to make final payment to Contractor 56 days
26.	14.15	Currencies of Payment Pakistani Rupee (PKR)
27.	14.15 (a)(i)	Proportions or amounts of Local and Foreign Currencies, and fixed rates of exchange to be used for calculating payments, shall be as stated in Contract Data, except as otherwise agreed by both parties.
28.	14.15 (c)	Payment of Delay Damages shall be made in currencies and proportions specified in Contract Data.
29.	14.15 (f)	If no rates of exchange are stated in Contract Data, they shall be those prevailing on Base Date and published by central bank of Country.
30.	17.2 (d)	Liability for Care of Works Any operation of forces of nature (other than those allocated to Contractor in Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

ABDUL RAZVIKIAN
 Director, Procurement
 Pakistan Telecommunication Authority
 Headquarters, F-5/1, Islamabad

Dispute Avoidance/ Adjudication Board (GCC Clause 21)		
31.	21.1	Time for appointment of DAAB : <i>As per PPRA Rules & Regulations</i>
32.	21.1	DAAB shall comprise <i>three (03) members</i> : 03 Members
33.	21.1	List of proposed members of DAAB <ul style="list-style-type: none"> - Proposed by PTA <ul style="list-style-type: none"> 1. Engr.Anwar Ghani (SECP) 2. Engr.Shahid Naveed (FAB) 3. Engr.Ibtesam Rahim (NESPAK) - Proposed by Contractor <ul style="list-style-type: none"> 1. 2. 3.
34.	21.2	Appointing entity (official) for DAAB members


ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Head Quarters, F-5/1, Islamabad

Part-B Special Provisions

<u>SPECIAL STIPULATIONS</u>	
	stipulations outlined hereunder in form of a table summarize certain terms & conditions and se stipulations will be an integral part of contract:
1	PTA reserves the right to select bidder based on least cost method. Bids will be evaluated on lump sum basis as a whole price of Work i.e. lowest financial bid, fulfilling technical and mandatory requirements, shall be accepted and awarded contract being most advantageous bidder.
2	Whereas, pricing and evaluation will be considered on item rates. Final Payment will also be made by measuring actual quantities on itemized basis.
4	No claim on Escalation during currency of Contract will be entertained.
5	Arbitration In case of any dispute or conflict between Contractor and Employer, dispute will be resolved as clause 15 of conditions of contract.
6	In case of increase in quantities more than 15%, prior approval of competent authority of Employer must be obtained otherwise no claim will be entertained on excess quantities
7	PTA has full right to execute any portion of work or whole work or cancel execution of whole work and full right to increase or decrease quantum of work or quantities.
8	Amount of Bid security Rs. 200,000/- in favour of Pakistan Telecommunication Authority.
9	Form of Bid security Either a pay order or bank draft from scheduled bank in favour of PTA and its scanned copy to be attached with Technical bid. Whereas, original bid security shall be provided before deadline for submission of bids.
10	Performance Security / Performance guarantee Performance security/ Guarantee is equal to 10% of contract value. This performance Security/ Guarantee will be submitted in shape of Bank Guarantee from any scheduled bank of Pakistan within 14 days on receipt of Letter of Acceptance/ Work order. same will be verified from bank by PTA. Once verified, bid security will be released. If performance security is not provided bid security will be converted into retention money
11	Release of Performance guarantee / security. Performance Security /guarantee will be released on completion of work after expiry of defect liability period i.e. 24 months . release of Performance Security/Guarantee is contingent upon satisfactory completion of all contractual obligations and acceptance of work by PTA as per terms and conditions specified in contract.

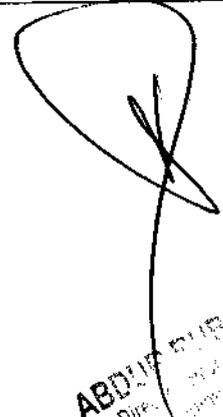
ABDUR RAHMAN
 Director of Procurement
 Pakistan Telecommunication Authority
 Headquarters, F-3/4, Islamabad

14	Repair During Defect Liability Period	All repair work which arises in defect liability period will be done by contractor free of cost and if he fails to do so, PTA will get job/work done from open market and amount will be deducted from performance guarantee.
16	Time of commencement of work	Within 03 days from signing of contract
17	Time of completion of work	120 Calendar days from contract signing
18	Imposition of Penalty for non-completion of work within stipulated time	0.005% of Contract value per day subject to maximum of 10 % of contract value.
19	Insurance against injury to workmen	Safety of employees of contractor, from injury will be sole responsibility of contractor.
20	Payment	Final payment will be made after successful completion of work subject to approval of Competent Authority and on recommendations of Director (Civil Works). Payment will be processed only upon receipt of a Completion Certificate and confirmation that all contractual obligations have been fulfilled. Interim Payment: interim payment will be paid on verification of works by Director (CWs). Payment shall be linked with ATL status of contractor at time of payment as required under PPRA Tax Compliance Regulations 2015. Payments will only be processed if contractor is listed as an active taxpayer in accordance with se regulations.
21	Contractor will work under technical guidance of Director (Civil Works)	
22	All material/equipment will be checked and approved by Director (Civil Works) before commissioning of work.	
23	In case of termination of work order due to fault of supplier/bidder, bid security shall be forfeited in favour of Pakistan Telecommunication Authority (Besides, blacklisting procedure will also be initiated as per Annex-A .)	
24	In case of any circumstances e.g. riots, civil unrest etc. which are beyond control of contractor as well as client. Force Majeure will be applicable. affected party must promptly notify or party of occurrence of such events and provide evidence of impact.	
25	Bid Should be valid for 90 days from date of opening of technical bids.	
26	Bids/rates or amounts should be inclusive of all taxes, income and sales tax payable to Government of Pakistan or local bodies and no claims in this regard shall be entertained by PTA.	
27	contractor rate shall include all incidental charges in connection with work which are required to complete project and are not included in BoQ. No extra payment will be made in this regard.	


AMIR RAZA KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Head Quarters, F-2/1, Islamabad

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Estimates are based on MES-2021 and in case of additional items same will be followed and Market based Rate analysis in case of non-schedule additional items.



ABDUR QADIR KHAN
Dir. (Administration)
Pakistan Telecommunication Authority
Headquarters, F-3/1, Islamabad

SECTION VIII: CONTRACT FORMS



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Notification of Award

(On PTA's letterhead)

Letter of Acceptance

[Date].

To:[Name and address of contractor]

Subject:[Notification of Award Contract No.]

This is to notify you that your Bid dated[date]. for execution of[name of contract and identification number, as given in Bid Data Sheet] for Accepted Contract Amount of equivalent of [amount in words and figures and name of currency]., as corrected and modified in accordance with Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish Performance Security within 28 days in accordance with Conditions of Contract, using for that purpose Performance Security Form included in Section 9 (Contract Forms) of Bidding Document.

Authorized Signature:

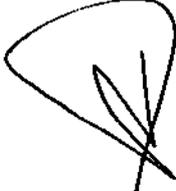
Name and Title of Signatory:

Name of Agency:

Attachment:

Contract

Agreement



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Form of Contract

THIS AGREEMENT made _____ day of _____ 20____ between [name and address of PTA] of Pakistan (hereinafter called "PTA") of one part and [name of Contractor] of [city and country of Contractor] (hereinafter called "") of Contractor other part:

WHEREAS PTA desired that works [brief description of works] should be executed by contractor, and has accepted a Bid by contractor for execution and completion of these works and remedying of any defects therein, in sum of [contract price in words and figures] (hereinafter called "Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. following documents shall be deemed to form and be read and construed as part of this Contract, In event of any ambiguity or conflict between Contract Documents listed below, order of precedence shall be order in which Contract Documents are listed below:-

- (a) This form of Contract;
- (b) Letter of Acceptance;
- (c) Form of Bid and Price Schedule submitted by Bidder;
- (d) Works Requirements;
- (e) Technical Specifications;
- (f) Drawings;
- (g) General Conditions of Contract
- (h) Special Conditions of Contract,
- (i) completed schedule including Bill of Quantities; and
- (j) Special Stipulations (A&B)

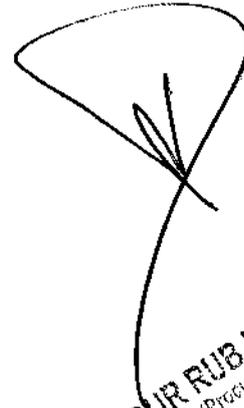
3. In consideration of payments to be made by PTA to contractor as mentioned in this contract, contractor hereby covenants with PTA to execute works to remedy defects therein in conformity in all respects with provisions of Contract.
4. PTA hereby covenants to pay Contractor in consideration of execution and completion of Works and remedying of defects therein, Contract Price or such other sum as may become payable under provisions of Contract at times and in manner prescribed by Contract.

IN WITNESS whereof parties hereto have caused this Contract to be executed in accordance with their respective laws day and year first above written.

Signed, sealed, delivered by _____ (for PTA)	Signed, sealed, delivered by _____ Contractor)
----------------------------------------------	------------------------------------------------

ABDUR HUSKHAAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad
Page

Witness to signatures of PTA	Witness to signatures of Contractor



ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Performance Guarantee Form

To: *[name of PTA]*

WHEREAS *[name of Contractor]* (hereinafter called "contractor") has undertaken, in pursuance of Contract No. *[reference number of contract]* dated *[insert date]* for execution of *[insert name of works and its brief description]* (hereinafter called "Contract").

AND WHEREAS it has been stipulated by you in said Contract that contractor shall furnish you with a Bank Guarantee by a reputable bank for sum specified therein as security for compliance with Contractor's performance obligations in accordance with Contract.

AND WHEREAS we have agreed to give Contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of Contractor, up to a total of *[amount of guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring Contractor to be in default under Contract and without cavil or argument, any sum or sums within limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of Guarantors

[name of bank or financial institution]

[address]

[date]


AEDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-51, Islamabad

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Contractor] hereby declares that it has not obtained or induced procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting generality of foregoing [Name of Contractor] represents and warrants that it has fully declared brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with object of obtaining or inducing procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with GoP and has not taken any action or will not take any action to circumvent above declaration, representative or warranty.


ABDURUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

[Name of Contractor] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] as aforesaid for purpose of obtaining or inducing procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[PTA]

[Contractor]


ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-50, Islamabad

Annex-C

**PAKISTAN
TELECOMMUNICATION
AUTHORITY**

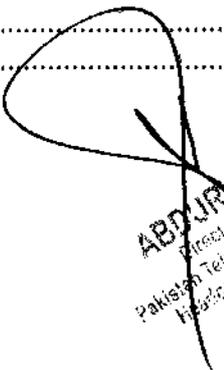


**MECHANISM FOR
BLACKLISTING/DEBARRING OF
BIDDER/CONTRACTOR**

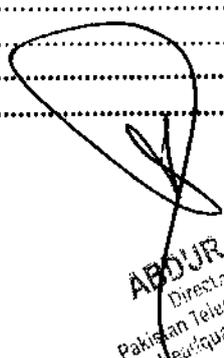
ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

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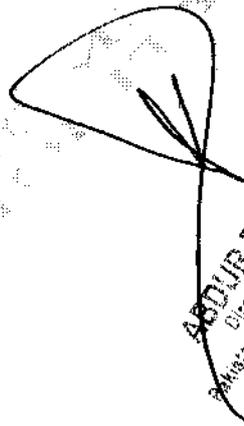
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ABDUR RUB KHAN
 Director (Procurement)
 Pakistan Telecommunication Authority
 Headquarters, F-9/1, Islamabad

PAKISTAN TELECOMMUNICATION AUTHORITY

1. Introduction

Pursuance to Rule-19 of Public Procurement Rules, 2004 ("Rules") read with Rule-2(f) and criteria for Blacklisting of Suppliers and Contractors doing business with Pakistan Telecommunication Authority ("PTA"), following comprehensive mechanism for blacklisting and debarment of bidders for a specified time in accordance with regulations made by Public Procurement Regulatory Authority ("Authority") shall be followed:

PTA's Blacklisting Mechanism or any amendments thereof forms part of all tender documents and are in furtherance of provisions of Rules and in no way overrides provisions of Rules.

2. Blacklisting/Debarring

Blacklisting/debarring means and includes process / proceedings initiated against any business entity/person including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership, sole proprietor or firm; hereinafter referred to as, "Bidder/Contractor", as case may be, from participating in any current/future procurement (goods & services) proceedings conducted by PTA. Such blacklisting/debarring shall be for a fixed period not more than period specified by PPRA Rules. Bidder/Contractor individually or collectively as a consortium may be blacklisted/debarred if found to have been involved in any or all of following acts:-

I. Failure or refusal to:

- (a) execute contract (after issuance of LOA or after acceptance of bid) in disregard to terms thereof;
- (b) execute contract; withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating evaluation/bidding process and not responding to written communication in a reasonable time.
- (c) accept Purchase Order / Work Contract;
- (d) execute work;
- (e) submit Bank Guarantee as per tender terms;
- (f) make supplies as per specification agreed;
- (g) fulfil contractual obligations and/or non-performance and/or non-satisfactory performance as per Purchase Order/ Work Contract and/or Call-Out Agreement;
- (h) meet terms and conditions of Purchase Order/ Work Contract and/or Callout Agreement
- (i) to remedy underperformance or to honour contractual obligations within warranty period or defect liability period.
- (j) Or any other non-compliance of obligations vital for execution/ compliance of contract.

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- II. Causing delay in signing contract without any cogent reasons.
- III. Repeated non-performance or non-satisfactory performance.
- IV. Indulgences in corrupt or fraudulent practice or practices while obtaining or attempting to obtain contracts in PTA.
- V. Convicted of fraud, corrupt practice or practices, tax evasion or criminal misappropriation or falsification of accounts by any competent forum.
- VI. Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. At time of submission of bid(s), all bidders/contractors shall submit an affidavit, in this regard.
- VII. Furnished information that was false, spurious and materially inaccurate or incomplete or submitted any forged or fake documents or any misrepresentation.
- VIII. Making frivolous complaints and allegations to gain undue advantage.
- IX. Submission of false/incomplete bid security or infringement to get undue monetary or any other benefit.
- X. Attempt or activity to malign or bring PTA into disrepute and harm its interest(s).
- XI. Any other cause deemed just and appropriate by PTA in given circumstances.
- XII. Note: If any of abovementioned cause(s) occur either on part of principal bidder or agent, both shall be considered for blacklisting/debarring.

3. Procurement Committee and Grievance Committee

- a. PTA has constituted three procurement committees, namely PC-I, PC-II and PC-III for its organizational requirements. However, for purposes of blacklisting/debarring or penalizing action, only Grievance Committee comprising of three members is authorized to make appropriate decisions.
- b. Committee is competent and authorized to consider process and finalize all matters regarding blacklisting/debarring of Bidders/Contractors. Committee may call for any document, file or record which it deems necessary and relevant for purposes of proceedings.
- c. Committee may adopt any procedure for its conduct as it deems fit and appropriate in circumstances to achieve objectives of blacklisting mechanism.


ARSHAD RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

- d. Committee deliberations, as a guiding principle, should be based upon adequate evidence. Consideration should be given as to how much credible information is available, and its reasonableness in view of surrounding circumstances, and inferences which may be drawn from existence or absence of affirmed facts. assessment shall include all documents available and presented.

4. Blacklisting and debarring Procedure

- a. Upon receipt of or obtaining information and/or knowledge that any Bidder/Contractor involved in practices mentioned in Clause 2 above, at any stage after initiation of bidding process and/or after execution of contract, concerned procurement committee of PTA shall promptly make recommendations to Grievance Committee for its furtherance to initiate formal blacklisting proceedings.
- b. In case Committee decides to initiate blacklisting proceedings, Bidder/ Contractor shall be formally intimated vide Show Cause Notice, in writing about nature of complaint/matter and initiation of blacklisting proceedings.
- c. Bidder/Contractor shall be intimated by giving a seven (07) days' notice preferably through email, courier services, registered post or fax or email and shall be provided an opportunity of furnishing response to justify its position either through written representation or personal hearing or both.
- d. In case Bidder/Contractor fails to furnish his defense or representation, Committee may proceed ex parte on basis of information, record and material available before it, provided that one further notice at a minimum of three working days interval has been issued.
- e. Committee shall preferably complete its proceedings within thirty (30) days from date of first notice given pursuant to paragraph (d) above.
- f. Bidder/Contractor against whom blacklisting proceedings have been initiated may be

represented through:

- (1) In case of an individual or sole proprietorship; in person or any other duly authorized officer.
- (2) In case of a company, firm or partnership; by Chief Executive Officer, Director or Managing Partner, or any other duly authorized officer.

5. Findings and Decisions by Committee

- a. Committee after finalizing its proceedings shall record its findings in writing along


AHSAN RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

with reasons and decide one or more of following measures:

- b. Withdrawal of blacklisting proceedings;
 - i. Issuance of Warning Letter to Bidder/Contractor;
 - ii. Debarring, specifying time period;
 - iii. In case Bidder/Contractor is found at fault based on facts of case and/or as per bidding documents and fails to justify grounds of its fault, then keeping in view gravity of situation, Committee may decide for encashment of bid bond / Performance Guarantee / Bank Guarantee as case may be.
 - iv. Blacklisted if Bidder/Contractor fails to take remedial action within specified time; and/or,
- c. order of Committee shall be communicated in writing by officer not below rank of Director of Procuring Department of PTA to Bidder/Contractor and also to Authority (PPRA).
- d. list of blacklisted Bidder/Contractor shall be published on PTA's website in due course.

6. Appeal/Review

Bidder/Contractor feeling aggrieved by any decision of Committee may approach Authority (PPRA), as per applicable Rules, within thirty (30) days of communication of such blacklisting or debarring action etc. if deemed appropriate.

7. Effect

- a. debarred/blacklisted Bidder/Contractor shall stand disqualified from bidding from all PTA bids from date of communication of such decision.
- b. In case(s) of a contract already awarded to a Bidder/Contractor that has subsequently been blacklisted or debarred, it shall be voidable at sole option of PTA.
- c. In case(s) of a contract already awarded to a Bidder/Contractor that has subsequently been blacklisted or debarred by any other company/Authority, it shall also be voidable at sole option of PTA.


ARDUR RIAZ KHAN
Director (Procurement)
Pakistani Telecommunication Authority
Headquarters, F-11, Islamabad


ABDUR RUB KHAN
Director (Procurement)
Pakistan Telecommunication Authority
Headquarters, F-51, Islamabad

