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	Government of Pakistan PAKISTAN TELECOMMUNICATION AUTHORITY PTA Headquarters, F-5/1, Islamabad. http:// www.pta.gov.pk
	"Say No to Corruption" Tender No. 2/II/2017
INVITATION TO BID Hiring of Maintenance Services for Lifts installed in PTA HQ's, Islamabad	
<p>1. Pakistan Telecommunication Authority, a Government organization invites sealed bids from reputable companies registered with income tax and sales tax department and who are on Active Tax Payer List of Federal Board of Revenue for provision of maintenance services for its 2 x lifts (Make LG OTIS) installed in PTA HQs F-5/1.</p> <p>2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of the office of undersigned up to 8th September, 2017 by 10:30 AM. Price of the bidding documents is Rs. 500/- (non-refundable in from of pay order in favour of PTA). Bidding Documents can also be downloaded from www.pta.gov.pk free of cost.</p> <p>3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before 8th September, 2017 by 11:00 AM. Bids will be opened the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.</p>	
Deputy Director (Civil Works) Ph.: 9225357, 9225352, Fax: 051-2878149 Email Address: asifsaeed@pta.gov.pk	

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TENDER DOCUMENTS

Hiring of Maintenance Services for Lifts installed in PTA HQ's, Islamabad

1. PTA intends to hire the services of a well reputed Maintenance Company for provision of technical services for its lifts of make LG OTIS (2 No.s) installed in PTA Headquarters, F-5/1, Islamabad. The services will be hired according to PPRA Single stage – two envelop procedure.
2. Salient's of single stage – two envelop procedure are enumerated below:-
 - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "General EVALUATION PROPOSAL" in bold and legible letters to avoid confusion;
 - c. Initially, only the envelope marked "General EVALUATION PROPOSAL" shall be opened;
 - d. The envelope marked as "FINANCIAL, PROPOSAL" shall be retained in the custody of PTA without being opened;
 - e. PTA will evaluate the general evaluation proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those companies will be opened and evaluated who will obtain 70% marks in general evaluation.
 - h. The financial proposals of short listed companies will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of companies not qualified shall be returned un-opened to the respective bidders; and

- j. The bid will be evaluated on least quoted amount for qualified bidders in general evaluation. It means that the firms which have qualified in the technical evaluation will become at par/equal and the company who has quoted the lowest financial bids as per scope of services shall be awarded contract.
 - k. If two bidders quoted equal financial bids then the firm who has obtained the higher marks in technical evaluation will get the contract.
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- 3. No claim in Increase/Escalation in contract amount during the Contract will be entertained.
 - 4. Bidders will be required to submit earnest money @ 2% of first year bid price in the shape of pay order or draft in favour of PTA along with financial bid. A certificate in this regard is to be provided with General evaluation proposal that 2 % earnest money has been enclosed with Financial Proposal. Earnest Money of successful bidder will be retained as part of retention Money. Security Deposit/Retention Money will be equal to **One** month payment/remuneration (the amount will be enhanced in 2nd / 3rd year as per the contract amount) quoted by the bidder will be deposited with PTA in the form of pay order or bank draft in favour of PTA. This security deposit will be released on expiration of the contract subject to NOC by DD (Civil Works) PTA.
 - 5. Earnest money of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.
 - 6. Affidavit that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder.
 - 7. GST/ Tax will be deducted at source as per GOP rules.
 - 8. No payment shall be made until or unless the bidder is on active tax payer list (ATL) of FBR
 - 9. Bids validity period shall be 90 days from the opening of technical bids.
 - 10. Firm should be registered with income tax department. Bidder shall also provide copy of NTN certificate.
 - 11. Safety of its employees from injury will be responsibility of the company.

12. The successful company will be required to enter into a formal contract Agreement on Rs. 100 judicial paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
13. Contract will be extendable on yearly basis with the mutual consent and subject to satisfactory performance of the Janitorial Company.
14. The company will commence work as per agreement between both parties.
15. Each page of the documents should be signed and stamp of the bidder.
16. All material will be checked and approved by the DD (CW) before commissioning of job.
17. Maintenance Company will work under the supervision of DD (CW).
18. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Dir (Administration). However, the maintenance company will have the right to appeal to Chairman PTA.
19. In complete tender/bids will be rejected forthwith.
20. PTA reserves the right to accept or reject the tender as per PPRA rules.
21. Interested Companies may forward their proposals as per above instructions, Scope of services (**Annexure-A**), General Evaluation Criteria (**Annexure-B**) and Financial Bid in separate sealed envelope as per Performa (**Annexure –C**) to the undersigned.

(Engr. Asif Saeed)

Deputy Director (CW)

051-9225357, 9225352

SCOPE OF WORK

Following Services shall be provided by maintenance services to keep the 2 x lifts workable at all times.

- i. Regular Inspections
- ii. Planned Maintenance scheduling, to minimise breakdowns.
- iii. Maintenance of Log Card to be kept on site.
- iv. Lubrication checks
- v. Other Inspections if required
- vi. Minor adjustments to lift machinery.
- vii. Mandatory safety checks
- viii. Risk Assessment Reports
- ix. The cost of oil, grease and consumable material for the servicing purpose shall be borne by the contractor/bidder.
- x. Labouring charges to above will be inclusive in the cost.
- xi. All Labour charges for replacement of minor parts like indicating bulbs, exposed switches, lift-car lighting etc. shall included in the maintenance charges, while remaining major works e.g. change/cutting of ropes, replacement of main parts, repair of main panels which required replacement of parts/ ICs/contractors/power supplies/relays etc. and are not covered in the minor parts shall be charged additionally and mutually agreed by the both parties.

SERVICE AGREEMENT
FOR MAINTENANCE OF LIFTS

This Service Agreement (the "Agreement") for the provision of maintenance services for PTA Lifts (2 x LG-OTIS) installed at PTA HQs Building, F-5/1, Islamabad is made at-----on this _____ **2017.**

by and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad through Director (Administration), (hereinafter referred to as the "PTA" which expression where the context so permits including its successors, administrators or assigns) of the One Part and;

M/s

_____ through-----

-----bearing _____ (hereinafter referred as the "Contractor" which expression where the context so permits shall include its successors, administrators and permitted assigns) of the Other Part;.

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS,

1. PTA is desirous to acquire the maintenance services for PTA Lifts (2 x LG-OTIS) installed at PTA HQs Building, F-5/1, Islamabad. (hereinafter referred to as " Services of its PTA HQs Building F-5/1 (hereinafter referred to as "Premises" in accordance with the terms of this Agreement;

2. The Contractor _____ being engaged in providing of such type of services, has agreed to provide these Services to PTA on the terms and subject to the conditions as set forth hereunder.

3. The Contractor represents that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite Services to PTA in accordance with the highest standards and satisfaction of PTA. The Contractor undertakes that the Services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.

4. Upon the basis of the representations and warranties of the Contractor contained herein, PTA wishes to appoint the Contractor to provide the Services in its Premises.

5. It is agreed that PTA shall pay to the Contractor Rs _____ + GST
- per month w.e.f _____ and Rs. _____

+ GST - per month w.e.f. _____

and Rs. _____ + GST w.e.f. _____

_____ inclusive of all other taxes etc. on account of services rendered by the Contractor in accordance with the description contained in this agreement. The payment shall be made through cross cheque credited to the account of the Contractor i.e. M/s _____ for rendering the services mentioned below.

NOW THEREFORE, for the consideration representation and warranties, covenants, conditions and promises stipulated herein below and intending to be legally bound, PTA and Contractor hereby agree as follows:

i). **SCOPE OF AGREEMENT**

Subject to terms and conditions of this Agreement the Contractor agrees to provide the following Services to PTA.

- i. Regular Inspections
 - ii. Planned Maintenance scheduling, to minimise breakdowns.
 - iii. Maintenance of Log Card to be kept on site.
 - iv. Lubrication checks
 - v. Other Inspections if required
 - vi. Minor adjustments to lift machinery.
 - vii. Mandatory safety checks
 - viii. Risk Assessment Reports
 - ix. The cost of oil, grease and consumable material for the servicing purpose shall be borne by the contractor/bidder.
 - x. Labouring charges to above will be inclusive in the cost.
 - xi. All Labour charges for replacement of minor parts like indicating bulbs, exposed switches, lift-car lighting etc. shall be included in the maintenance charges, while remaining major works e.g. change/cutting of ropes, replacement of main parts, repair of main panels which required replacement of parts/ ICs/contractors/power supplies/relays etc. and are not covered in the minor parts shall be charged additionally and mutually agreed by the both parties.
- ii). The Contractor should ensure that the **schedule** should be prepared on the basis of requirement in such a manner that all the services are efficiently carried out without the substantial breakdown of services.

2. Term and Termination:

2.1. Effective Date and Term :

- i. This Agreement shall be effective for a period of 3 years, from the date the contractor actually and physically provides the services as mentioned in the contract, which date shall be notified by the Dy. Director (Civil Works) PTA.
- ii. Extension in **contract period** is possible with the mutual consent of the both parties after the expiry of three year contract, for a period of one year upon prevailing terms and conditions.

2.2. Termination: Notwithstanding anything herein contained, PTA shall be exclusively entitled to terminate this Agreement.

- i). without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case PTA is not satisfied with the quality of Services being provided by Contractor;
- ii). Without cause, by giving one month advance written notice to the Contractor.
- iii). In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.
- iv). PTA shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or expenditures or commitments incurred in connection with the business of the Contractor.
- v). Contractor shall give PTA a two month advance notice for termination of contract.
- vi). The Contractor shall always be responsible to indemnify the PTA in the event the **Contractor terminates the agreement before the expiry of the agreement**. The Contractor shall deposit with the PTA an amount equivalent to two month service charges prevailed at that time to cover this liability in the lieu of such termination.
- vii). Any **major security threats** shall be liable for immediate termination of the contract by PTA without any prior notice to Contractor without prejudice to para-.....supra.

3. Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the contractor, its employees, agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

4. Responsibilities of the Contractor

- i). The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the **Services** at PTA Premises.
- ii). The contractor will **arrange** consume able items, Befitting equipment and would arrange necessary equipment for servicing of the lifts.
- iii). The Contractor shall pay the compulsory payments of EOBI and social security of each employee/janitor to the concerned government departments every month.
- iv). Contractor will only **employ** those persons who are adult (18 years of age or above) having valid CNIC of Pakistan only. The Contractor shall ensure that all the employees hired are mentally & physically fit for the job and have no communicable disease and are healthy in all respect to perform the job.
- v). The Contractor will **work under the guidance of DD (CW)** and all cleaning material, equipment tools and other items to carry out the services will be checked by him.

The material used should be of best quality subject to acceptance by PTA.
- vi). All servicing labour/staff should be in distinct uniform bearing the name of Contractor i.e._____.

5. Payments of Services Charges:

- i). **Cost** of electricity for rendering services shall be borne by the PTA.

- ii). The **payment** will be made through Cheque to the contractor after submission of invoice/bill having GST invoice on monthly basis duly verified by the in charge and, after deduction of tax(s) at source as per Government Rules prevalent at the time of payment
- iii). **Contractual amount** as mentioned at page 1 of the Agreement is inclusive of cost of labors duties, taxes, surcharges, overhead and profit and no claim whatsoever will be determined for any extra or additional payment in this regard. However, any new tax/duty/charges imposed/levied by the Government after the signing the contract will be borne by the PTA and if any tax/duty/charges are reduced by the government during the currency of the contract the same will also be reduced and monthly invoice will be reduced or increased as the case may be.
- iv). An **appropriate deduction** on account of unsatisfactory performance during the period of contract will be made on monthly basis (if any). The amount will be conveyed/calculated by DD (CW) while processing the bill (if any).

6. TAXES

- i). The Contractor shall be responsible to pay all the taxes required under relevant laws and for any necessary withholding of taxes from the salaries of employees of Contractor. PTA will not pay any additional amount during contract period.
- ii). Present or future, payable in respect of his men or material. In this connection PTA shall **deduct at source** all such taxes, duties, charges as provided under the law of the land before making the payment to the Contractor.

7. Indemnity:

The Contractor shall indemnify and hold harmless PTA its Chairman, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or

damage to property arising out of (i) any negligence or intentional act or omission by the Contractor or his employees, personal , agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

8. Dispute Resolution:

All questions, disputes, controversies arising directly or consequent to this agreement , shall be settled by mutual negotiations. However, the maintenance Contractor will have the right of appeal to Chairman PTA. Should such negotiations fail, the matter, as specified herein before shall be referred to arbitration under the Arbitration Act, 1940, by two arbitrators, one to be appointed by Contractor and the other by PTA and on their recommendations the third arbitrator will be appointed, to decide whose decision shall be final and binding and not challengeable in law.

9. SECURITY

The Contractor shall provide security clearance from **police station** along CNIC of each employee hired in PTA.

10. Security Deposit/Retention Money:

Earnest Money of successful bidder will be retained/converted as retention money. Security Deposit/Retention Money will be equal to **One** month payment/remuneration (the amount will be enhanced in 2nd / 3rd year as per the contract amount) quoted by the bidder will be deposited with PTA in the form of pay order or bank draft in favour of PTA. This security deposit will be released on expiration of the contract subject to NOC by DD (Civil Works) PTA.

11. Force Majeure:

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

this Agreement a “Force Majeure Event” shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement. The Party initially affected by a Force Majeure shall promptly but not later than seven (07) days following the Force Majeure event notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

12. Governing Laws

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

13. Miscellaneous

- i. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- ii). The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The PTA shall have the right to require the Contractor to **replace** any of his employee/workmen whose conduct or performance is not

satisfactory or PTA in its sole judgment considers that such employee/workmen of the Contractor shall be replaced immediately for security reasons in that event the Contractor shall be under obligation to provide replacement of such person immediately.

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

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

ii). That the PTA **shall not be liable** for any injury/ loss to the men and material of the Contractor during the course of business. The Contractor shall always undertake the Job at its own risk and cost.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers/designated representatives as of the date and the year set forth in the preamble to this Agreement.

(Mr. _____)

S/o _____

NIC # _____

Address:- _____

Witness:

1. _____

Dir (Administration)

For & Behalf of Pakistan

Telecom Authority

Witness:

1. _____

2. _____

2. _____

General Evaluation Criteria**Annexure-B**

<u>Mandatory Criteria:</u>		
i. Registration with income tax department & GST. ii. At least 5 years of relevant experience. iii. Firm should be on Active Tax payer List of FBR.		
Sr. #	Criteria	Marks
1	<u>Experience: (with documentary evidence)</u>	20
	15 years or more	20
	10-15 Years	15
	5-10 Years	10
2	<u>Active Tax Payer Proof:</u> (enclose tax returns filed with tax department) 2 points for each year maximum up to 10 pts	10
3	<u>Good Performance Certificate:</u> 2 Pts per Certificate max up to 10 pts (Enclose certificates)	10
4	<u>Copies of similar agreement in hand Of Lifts</u> 2 Pts per Agreement max up to 10 pts (Provide Copies)	10
5	<u>Major Clients : (Provide Work order copies)</u>	10
	Corporate/Multinationals/Hospitals (5 pts/client, max 10)	10
	Factory/parks/Universities (3.5/client, max 7)	7
	Government/Residential (2.5 pts/client, max 5)	5
6	<u>Office in Rawalpindi/Islamabad</u>	10
	Yes	10
	No	0
Note:	Minimum marks for qualifying for financial evaluation will be 70%.	

Annexure-C

<i>Performa for Financial Bid for the Provision of Janitorial Services to PTA HQ and Vigilance Office</i>					
Sr. No	Description	Amount for 1st year of Contract + GST	Amount for 2nd year of Contract + GST	Amount for 3rd year of Contract + GST	Grand Total + GST
1	Provision of Maintenance services lifts (2 No.s Make LG OTIS) installed in PTA HQs Building, F-5/1, Islamabad				

Note:

1. Attach 2 % earnest money of first year bid price along with this bid form in original. General Evaluation proposal must contain a certificate regarding attachment of earnest money along with financial bid, failing to which may result in disqualification.
2. Financial Bid is to be submitted on this format only. The bid of company not following this format or submitting bid in any other shape shall be rejected forthwith.
3. GST amount be mentioned separately.