



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

## **INVITATION TO BID**

### **Hiring of Janitorial Services for PTA Zonal Office Peshawar**

Pakistan Telecommunication Authority Zonal Office Peshawar, a Government organization invites sealed bids from well reputed contractors/ business entities providing janitorial services, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of Federal Board of Revenue and Khyber Pakhtunkhwa Revenue Authority (KPRA) for provision of Janitorial Services at PTA Zonal Office Peshawar for a period of three years.

Bidding documents, containing detailed terms and conditions, etc. are available at the office of the undersigned. Price of the bidding documents is Rs. 500 (in form of pay order in favour of PTA). Bidding documents can also be downloaded from [www.pta.gov.pk](http://www.pta.gov.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of Zonal Director, PTA Zonal Office Peshawar on or before 3<sup>rd</sup> October 2023 at 11:00 AM. Technical bids shall be opened on the same day at 11:30 AM. If the Bid Opening Day falls on a Public Holiday, the next working day will be considered for bid submission and opening thereof at the time as prescribed above.

This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

#### **Zonal Director**

**PTA Zonal Office Plot# 11, Sector  
A-3, Phase-5, Hayatabad Peshawar**  
Tel: 091-9217279, Fax: 091-9217254  
Email: [peshawar@pta.gov.pk](mailto:peshawar@pta.gov.pk)

## BIDDING DOCUMENTS

### Hiring of Janitorial Services at PTA Zonal Office Peshawar

1. PTA Zonal Office Peshawar intends to hire the services of a well reputed Janitorial Company for provision of janitorial services at its office located at Plot#.11, Sector A-3, Phase-5, Hayatabad Peshawar or as extended at plot No. 33, Sector C-I, Phase-V, Hayatabad.
2. The services will be hired according to Rule 36 (b) of the Public Procurement Rules, 2004, (the "Rules") i.e. single stage – two envelop procedure. Salient features of single stage – two envelop procedure are enumerated below: -
  - a. The bid shall comprise a single package containing two separate envelops. Each envelope shall contain separately the financial proposal and the technical proposal;
  - b. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
  - c. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
  - d. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of PTA without being opened;
  - e. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
  - f. During the technical evaluation no amendments in the documents shall be permitted;
  - g. Prior to opening of financial proposal, the technical evaluation report shall be announced as per Rule 35 of the Rules (as amended).
  - h. The financial proposal of technically qualified bids will be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
  - i. Financial proposals of technically accepted bids will be opened publicly and evaluated.

  
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- j. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- k. PTA reserves the right for the selection of **most advantageous bid**, which has met the mandatory requirements/eligibility criteria, secured minimum 60% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents.
- l. If two bidders quoted equal price in their financial bids, then the bidder who obtained the higher marks in technical evaluation will get the contract.
- m. No bidder will be allowed to withdraw its bid prior as well as after the deadline for submission of bids and during the period of bid validity as specified in these bidding documents or any extension thereto provided by the bidder.
3. No claim in Increase/Escalation in contract amount during the Contract will be entertained except for change/revision in rate of sales tax along with change/revision in **minimum wage** rate notified by Government of Khyber Pakhtunkhwa and its **subsequent impact** on amount of **sales tax** and **EOBI contribution**, will be entertained/accepted by both the parties (i.e. PTA and contractor) and payment will be made accordingly.
4. Bidders will be required to submit bid security of Rs. 50,000/- in shape of pay order or demand draft in favour of PTA along with **TECHNICAL PROPOSAL**.
5. **Bid Security:** Bid Security of technically disqualified/ un-successful bidders will be returned after opening of financial bids of technically qualified bidders. Whereas, bid security of unsuccessful bidders (financially) will be returned after signing of contract with the successful bidder/ contractor.
6. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
- i. If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the client/ PTA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;



- ii. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
7. The amount stated in the Bid will be adjusted by the client /PTA in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited.
  8. In case of withdrawal of the bid by a bidder prior to the deadline for the submission of bids, the Bid Security shall be forfeited.
  9. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited.
  10. Bid security of successful bidder will be returned/ discharged upon the bidder signing the contract or furnishing the performance security (or guarantee).
  11. **Performance Security:** The successful bidder, within the specified time, shall submit a Performance Security to the tune of 6% of the contract price/letter of Acceptance in shape of pay order/ demand draft in favour of PTA **prior to signing of contract**, which will be communicated through Letter of Acceptance/ Notification of Award.
  12. In the case of a successful Bidder, its bid security will be forfeited, if the Bidder fails to sign the contract by the due date provided in the Letter of Intent/ contract awarding letter or to furnish performance security in accordance with the provisions mentioned in these bidding documents.
  13. Failure of the successful Bidder to comply with the requirement of submission of **Performance Security , as stated above**, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event PTA may make the award to the next ranked Bidder or call for new Bids.
  14. In case, performance of the contractor is not in accordance with the terms and conditions of the contract and remains unsatisfactory then maximum two notices, with the gap of one month, will be served to the contractor by the Zonal Director, Peshawar. Afterwards, if the contractor doesn't improve its performance as per

  
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terms and conditions of the contract, the contract will be terminated and amount of the performance Guarantee will be forfeited along with initiation of blacklisting procedure under PP Rule 19.

15. Affidavit duly attested by Notary Public/ Oath Commissioner that the bidder has not been blacklisted by any Govt./Semi Govt./Autonomous Body/Private Company will also be provided by the bidder on non-Judicial stamp paper of Rs. 100 with **technical proposal. Besides, the name of the bidder shall not reflect in the list of blacklisted firm of PPRA.**
16. Tax will be deducted at source as per applicable rules.
17. Payment to the successful bidder/ contractor shall be linked with continuous active taxpayer status. If the contractor/ bidder is not in Active Taxpayer List (ATL), no payment shall be made until the bidder appears on ATL of FBR (for income tax) & KPRA (for sales tax).
18. **Bids validity** period shall be **90 days** from the opening of technical bids.
19. Firm should be registered with income tax department and KPRA for sales tax. Bidder shall also provide copy of NTN and GST certificate.
20. Safety of its employees from injury will be responsibility of the janitorial company.
21. The successful company will be required to enter into a formal contract Agreement on Rs. 100 non-judicial paper/e-stamp paper duly attested by notary public, to be executed with mutual consent of both parties. **(Draft Agreement Attached).**
22. Contract term will be for 3 Years subject to satisfactory performance of the contractor.
23. The contractor will commence work as per agreement between both parties.
24. Each page of the documents should have sign and stamp of the bidder.
25. All janitorial material will be checked and approved by the Zonal Director, Peshawar or its representative before commissioning of job.
25. Fair Wages rule will be adopted as per instructions of Government of Khyber Pakhtunkhwa. No individual of the company working at PTA paid less than minimum wage prescribed by Government of Khyber Pakhtunkhwa from time to time.
26. PTA reserves the right to ask the bidder to furnish break –up of its bid in case it appears that the bid is in violation of minimum wages notified by the Government of Khyber

  
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Pakhtunkhwa. Thereafter, if a bid is found to be in violation of the minimum wages then PTA has the right to reject any such bid or bids, being non-responsive.

27. The contractor will work under the supervision of Zonal Director, Peshawar or its representative.

28. In case of any dispute or conflict between Contractor and Employer (PTA), the case will be referred to Dir. (Administration). However, the contractor will have the right to appeal to Chairman PTA.

29. In complete, non-responsive and conditional tender/bids will be rejected forthwith.

30. PTA reserves the right to accept or reject the tender as per PPRA rules.

31. Interested business entities providing janitorial services may forward their proposals as per above instructions, scope of services (**Annex-A**), Technical proposal (**Annex-B**), draft agreement (**Annex-C**) along with filled financial Bid form including its break-up (**Annex-D**) to the address provided in the advertisement.

32. In case, any bidder doesn't provide break-up of its financial bid as required at Annex-D then the procuring agency may ask the bidder for the same. However, in any case the break-up shall remain equal to the amount of the financial bid.



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**SCOPE OF WORK/SERVICES**

Following Services will be provided by the contractor on daily basis five times a week and on special occasions if needed.

**Staff Required**

- One Janitor (for 5 working days in a week on eight hours' basis + on special occasion).
- In case PTA Zonal Office requires additional janitors, the company shall provide the same according to the requirement on the terms and agreed in the Agreement.

**Area / Building**

PTA Zonal Office Building (Ground + First Floor + Parking Area + Office Premises) or as extended at plot No. 33, Sector C-I, Phase-V, Hayatabad.

**Services to be provided.**

**ON DAILY BASIS**

- Vacuum and spot cleaning of all carpets in rooms of all officers/officials.
- Reception Area.
- Corridors.
- Staircases.
- Kitchens.
- Conference Room.
- Cafeteria.
- Inspection Rooms.
- Sweeping of area in front and behind/right and left side of PTA building. (within PTA premises)
- Removal of all fingerprints, dirt, marks etc. from all glasses, doors and light switches.
- Empty all waste paper bins and other trash containers and then dispose them off.
- Washing of all mirrors, dispensers, faucets, flush tanks etc. with non-scratch disinfection cleaners, wipe and dry all sinks.
- Washing of all toilets and sinks with disinfection material.

  
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- Provision of Paper Hand Towels and clean clothes towels in washrooms every day. (for 5 working days)

#### **TWICE AT LEAST (Daily) & On REQUIREMENT**

- **Cleaning, sweeping and mopping with disinfection material**
  - Corridors.
  - Cleaning of toilets with branded disinfection material and provision of phenyl balls in basins.
  - Emergency cleaning whenever required.
  - Spraying of air fresheners in officer's rooms.

#### **MONTHLY SERVICES or on Requirement**

- Cleaning and washing of external area of PTA Building that is in front, back, left and right side of building.
- Removal of Spider webs from offices.
- Cleaning of external windows.
- Cleaning of roof tops of building.

#### **GENERAL INSTRUCTIONS**

- Contractor will provide liquid soap (Lux / Safeguard), paper hand towels, towels of Large size (4'x 5') (White export quality), tissues rolls (Rose Petal Soft) and other toilet accessories including **air freshener tablets & phenol balls** in washbasins etc. as per requirement tabulated below in the toilets/floors of the building. The quality and quantity of these fast consuming products shall be on the **discretion of PTA** and company will ensure regular availability.

<b>Sr. No.</b>	<b>Item</b>	<b>Qty</b>
i.	Liquid Lux / Safeguard Soap	As soon as the provided volume of soap is consumed by ¾ of volume.
ii.	a. Paper Hand Towels along with accessories. b. Towels of Large size 4'x 5' (White export quality).	a. Rose petals or any approved brand on daily basis. Bidder will ensure that sufficient quantity is always available.



		b. On requirement basis.
iii.	Tissue rolls (Rose Petal Soft)	As soon as the provided volume of Tissue roll is consumed by 7/8 of volume.
iv.	Air Fresher Tablets (Roomi)	On consumption of provided ones
v.	Phenol Balls or Perfumed Wax in wash basins/urinals	Good quality imported ones which is specially made for the shanks/sinks for all washrooms of PTA. On consumption of provided ones in
vi.	Disinfection & Cleaning material (Sweep, Harpic, Dettol, Acid, Liquid Phenyl (Finis), Glint, Surf, Vim, scrubbers, etc.) to be used in washrooms, floors, offices, outer premises etc	It will be used on daily basis and uninterrupted supply should be made to Janitors for cleaning.
vii.	Brooms, Mops, Dusters, Glass cleaner vipers, web removers, buckets, water piper of 400 feet, wheel barrows & other equipment to be used	As per requirement and good quality to be used.
viii.	Air freshener spray of approved make.	To be sprayed once a day in officers/officials rooms.
ix.	Lu blue in Toilet Cisterns	To be provided in 09x washrooms and new ones on consumption of old one.
x.	Brasso Polish	For railings and other brass items
xi.	Kitchen Rolls	To be provided on need basis

**Note:** Quantity of the above mentioned items will be based on the requirement of the client/PTA.

  
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- Contractor will only employ those persons who are adult (18 years of age or above), mentally and physically fit for the job.
- Janitors will wear a uniform (approved uniform from PTA) with identification card showing his name and company name duly signed by company manger in PTA premises.
- Company will provide cleaning trolley (01 No.) to janitors for floors or as per requirement basis which will be equipped with all required material used for cleaning etc.
- Company will provide vacuum cleaner (commercial Size to janitors as per requirement.
- Fair wages rule be adopted as per instructions of Government of Khyber Pakhtunkhwa. No individual of the company working in PTA will be paid wages less than prescribed by Government of Khyber Pakhtunkhwa from time to time.
- The rates for rendering services by the contractor shall be firm and final during the contract period except for change/revision in rate of sales tax along with change/revision in minimum wage rate notified by Govt. of Khyber Pakhtunkhwa and its **subsequent impact** on amount of **sales tax** and **EOBI contribution**.



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8. Contact person name \_\_\_\_\_

9. Office Address \_\_\_\_\_

10. Contact No \_\_\_\_\_

Note: Office premises of the bidders may be visited / inspected to verify the above mentioned facts. Documents supporting above should be attached herewith.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Name: \_\_\_\_\_



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Draft Agreement

**SERVICE AGREEMENT**  
**(FOR JANITORIAL SERVICES)**

This Service Agreement (the "Agreement") for the provision of janitorial services is made at-----on this 2023.

By and between

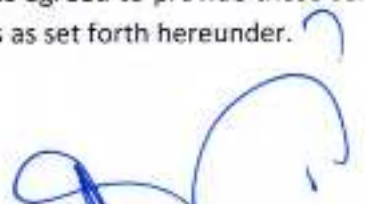
Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its Principal Office at PTA Headquarter, Sector F-5/1, Islamabad and its Zonal Office located at **Plot# 11, Sector A-3, Phase-5, Hayatabad Peshawar**, through Zonal Director, PTA Peshawar, (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 CNIC  
No. \_\_\_\_\_ (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 janitorial Services for its Zonal Office, Plot# 11, Sector A-3, Phase-5, Hayatabad, Peshawar or as extended at plot No. 33, Sector C-I, Phase-V, Hayatabad (hereinafter referred to as the "Premises" for cleaning in accordance with the terms of this agreement; 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.

  
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2. The contractor represents that it has the relevant expertise and holds valid and subsisting licenses/permissions/approvals which are 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.
3. 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.
4. 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/pay order/online credited to the account of the Contractor i.e. M/s \_\_\_\_\_ for rendering the Services.

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

### **1. SCOPE OF AGREEMENT**

Subject to terms and conditions of this Agreement the Contractor agrees to provide the Services to PTA for cleaning building floors by sweeping, mopping, scrubbing, or vacuuming them, gather and empty trash as per **Annex-1** of the Agreement.

**Annex-1** pertaining to the details of service, **Annex-D** (Financial), Tender Documents, work order, Corrigendum (if any), Addendum (if any) are integral part of this Agreement and has to be read and construed as such this Agreement)

#### **1.1 DELIVERABLES**

  
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Contractor shall provide liquid soaps (Lux / Safeguard), paper hand towels, towels of Large size (4'x 5') (White export quality), tissues rolls (Rose Petal Soft) and other toilet accessories including air freshener tablets & phenol balls in washbasins etc. as per requirement tabulated below in the toilets/floors of the building. The quality and quantity of these fast consuming products shall be on the discretion of the PTA, and Contractor shall ensure regular availability.

Sr. No.	Item	Qty
i.	Liquid Lux / Safeguard Soap (Medium Size)	As soon as the provided volume of soap is consumed by 1/2 of volume.
ii.	a. Paper Hand Towels along with accessories. b. Towels of Large size 4'x 5' (White export quality).	a. Rose petals or any approved brand on daily basis. Bidder will ensure that sufficient qty is always available. b. On requirement basis
iii.	Tissue rolls (Rose Petal Soft)	As soon as the provided volume of Tissue roll is consumed by 7/8 of volume.
iv.	Air Fresher Tablets (Roomi)	On consumption of provided/old ones
v.	Phenol Balls or Perfumed Wax in wash basins.	Good quality Imported ones which is specially made for the shanks/sinks for all washrooms of PTA. On consumption of provided ones in washrooms
vi.	Disinfection & Cleaning material (Sweep, Harpic, Dettol, Acid, Liquid Phenyl (Finis), Glint, Surf, Vim, scrubbers etc.) to be used in	It will be used on daily basis and uninterrupted supply should be made to Janitors for cleaning.

	washrooms, floors, offices, outer premises etc	
vii.	Brooms, Mops, Dusters, Glass cleaner wipers, web removers, buckets, water piper of 400 feet, wheelbarrows & other equipment to be used	As per requirement and good quality to be used.
viii.	Air fresheners	To be sprayed once a day in officers/officials rooms.
ix.	Lu blue in Toilet Cisterns	To be provided in 09 x washrooms on consumption of old one.
x.	Brasso Polish	For railings and other brass items
xi.	Kitchen Rolls	To be provided on need basis

**Note:** Quantity of the above mentioned items will be based on the requirement of the client/PTA.

## 2. TERM

The Initial Term of the Agreement shall be three (03) years commencing from (date/month/year) \_\_\_\_\_, 20XX and ending on \_\_\_\_\_, 20XX (both days inclusive). This Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed as per PPRA Rule by both the parties'.

3. The Contractor would **provide and maintain** daily consumable items i.e. washing powder, vim, phenyl liquid, Dettol surface cleaners and phenyl balls, chemical for cleaning mop, duster, wiper, brush, mansion polish, brasso polish etc., and all other tolls and supplies not stated herein as being supplied by the Contractor in the store of the PTA on monthly basis and will utilize these items according to the requirements. These items shall be of first/best quality, and bearing good results. The contractor will also arrange Vacuum Cleaner, Befitting, equipment and would arrange necessary equipment's for cleaning of the exterior

  
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walls, windows etc. under this agreement and shall in no way bear any liability on PTA whether in terms of money or otherwise.

4. The contractor will work under the guidance/supervision of Zonal Director, Peshawar or through his representative 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 the Client. Anything found of below standards will be rejected forthwith.

5. Cleaning of External windows of Zonal Office building as per satisfaction of officer in charge PTA Zonal Office Peshawar once in month.

6. The Contractor should ensure that the **schedule of works** should be prepared on the basis of requirement in such a manner that all the services are efficiently carried out and

7. The Client/PTA shall have the right to require the Contractor to replace any of his employee/workmen whose conduct or performance is not satisfactory for the Client. If the Client in its sole judgment considers that such employee/workmen of the Contractor are required to be replaced for security reasons or any other reasons, the Contractor shall be under obligation to provide replacement of such person immediately within 48 hours.

8. 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. The Contractor shall pay the salary to its staff/janitors by 5<sup>th</sup> of each month without its linkage to the payment of its monthly bill.

9. Cost of electricity/water for rendering services shall be borne by the PTA.

10 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 janitors/employees hired are mentally & physically fit for the job and have no communicable disease and are healthy in all aspects to perform the job.

11. **Medical Fitness** the Contractor will be responsible to get each janitor/worker/employees medically examined and provide medical certificate.

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

13. The contractor shall provide additional manpower helpers if required for cleaning services and the Jobs mentioned under this agreement with no additional costs.

14. All Janitors and Cleaners should be in distinct uniform bearing the name of Contractor i.e. \_\_\_\_\_.

15. **Storage Space** will be provided within the building premises to the Contractor for storage of required cleaning material and equipment/ machines etc.

16. An **appropriate deduction** on account of unsatisfactory performance, task not done as per agreement, fewer janitors deployed, shortage/less amount of material provided for cleaning during the period of contract will be made on monthly basis. The amount will be conveyed/calculated by Zonal Director, Peshawar while processing the bill (if any).

17. Contractor will provide minimum **cleaning trolley** (01 No.) or as per requirement to janitors for floors which will be equipped with all required material used for cleaning etc.

18. Contractor supervisor/owner will visit bi-weekly PTA building and will counter sign attendance and **cleaning report** before submission to the Zonal Director, Peshawar.

19. **TERMINATION:** Notwithstanding anything herein contained the Client/PTA shall be exclusively entitled to terminate this Agreement as follows:

- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client/PTA is not satisfied with the quality of Services being provided by Contractor;
- b. Without any cause, by giving one-month advance written notice to the Contractor.
- c. 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.
- d. 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 because of expenditures or commitments incurred in connection with the business of the Contractor.
- e. The Contractor can also terminate the agreement by giving 3 months prior notice:
- f. Any **major security threats** shall be liable for immediate termination of the contract by PTA without any prior notice to Contractor without prejudice

  
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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 three months' service charges prevailed at that time to cover this liability in the lieu of such termination without any notice.

#### **PAYMENT**

20. PTA shall **deduct at source** all such taxes, duties, charges including clause 16 as provided and applicable under the applicable law before making the payment to the Contractor. Payment to the successful bidder/ contractor shall be linked with continuous active taxpayer status. If the contractor/ bidder is not in ATL for both income tax and sales tax, no payment shall be made until the bidder appears on ATL of FBR in accordance with Regulation 2(2) of Eligible Bidders (Tax Compliance) Regulations, 2015 notified by PPRA.

21. **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/ increased by the government during the currency of the contract the same will also be reduced/ increased and monthly invoice will be reduced or increased as the case may be.

22. **Fair wages rule shall** be adopted as per instructions of Government of Pakistan. The Contractor shall pay as per the fair wages rule and notification of Federal/Provincial Government of Pakistan from time to time. PTA will only entertain any request in this regard for the enhancement of wages during the period of this Agreement as per provisions of the bidding documents or such modifications notified by the Federal/Provincial Government from time to time .

#### **CONFIDENTIALITY**

23. The Contractor, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Contractor and

  
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his Employees personnel, agents etc. by or behalf of PTA or which otherwise came/come into its/his/their knowledge under this agreement

#### INDEMNITY

24. The Contractor shall indemnify and hold harmless PTA its Director, Officers, 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.

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 by adopting best safety measures for its employees.

#### OBLIGATIONS

25. The Contractor shall pay the compulsory payments of EOBI and social security of each employee/janitor to the concerned government departments every month. Evidence of the remittance made to the concerned departments along with the invoice shall be provided to PTA after which the payment of each month to contractor will be processed.

26. The **payment** will be made through Cheque/pay order/online transfer to the contractor after submission of invoice/bill having GST invoice on monthly basis duly verified by the incharge and, after deduction of tax(s) at source as per Government Rules prevalent at the time of payment.

#### DISPUTE

27. If any **dispute** or difference arises between the parties as to the terms of the Agreement or as to the performance or non-performance of the terms thereof or in connection with or arising out to this agreement, the same shall be referred for resolution to Director (Administration). In the case that the Dispute is not resolved the

  
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dispute may be placed, before the Authority which decision shall be binding on both parties

#### **FORCE MAJEURE**

28. 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, pandemics 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.

#### **GOVERNING LAW**

29. 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.

#### **SEVERABILITY**

30. 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.

  
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31. 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.

**VARIATION**

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

**ASSIGNMENT**

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

34. Both Parties have agreed and signed this agreement before the witness on this day.

Signed on behalf of  
M/s \_\_\_\_\_ (Pvt.) Ltd.  
Witness 1: \_\_\_\_\_  
  
Witness 2: \_\_\_\_\_

**(Zonal Head) for**  
PTA Zonal Office, Peshawar  
Witness 1: \_\_\_\_\_  
  
Witness 2: \_\_\_\_\_

  
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**SERVICES**

<u>Staff Required</u>	<ul style="list-style-type: none"> <li>• One Janitor (for 5 working days in a week on eight hours' basis + on special occasion).</li> <li>• In case PTA Zonal Office requires additional janitors, the company shall provide the same according to the requirement on the terms and agreed in the Agreement.</li> </ul>
<u>Working days &amp; Hours</u>	Five (05) days in a week (8 Hours daily) + on special occasion
<u>Area / Building</u>	PTA Zonal Office Building (Ground + First Floor + Parking Area + Office Premises) or as extended at plot No. 33, Sector C-I, Phase-V, Hayatabad.
<u>Services</u>	<p><b>I. On Daily Basis</b></p> <ol style="list-style-type: none"> <li>a) Cleaning of all building area either in use or not.</li> <li>b) Vacuum and spot cleaning of all carpets and rooms of all officers/officials.</li> <li>c) Reception Area.</li> <li>d) Corridors.</li> <li>e) Kitchens.</li> <li>f) Staircases.</li> <li>g) Conference Room.</li> <li>h) Cafeteria.</li> <li>i) Inspection Rooms.</li> <li>j) Sweeping/brooming of area in front and behind/left and right side of PTA building. (within PTA premises)</li> <li>k) Removal of all fingerprints, dirt, marks, etc. from all glasses, doors and light switches.</li> <li>l) Disposal of all litter / garbage / debris from entire covered and open building premises, empty all waste paper bins and other trash containers and dispose it off.</li> <li>m) Washing of all mirrors, dispensers, faucets, sinks, flush tanks etc. with non-scratch disinfection cleaners, wipe and dry all sinks.</li> </ol>

  
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	<p>n) Dusting and cleaning of all interiors and exteriors of the building, which are under the use including false ceiling of floors, staircases and other metal items.</p> <p>o) Washing of all toilets and sinks with disinfection material.</p> <p>p) Provision of Paper Hand Towels and clean clothes towels in washrooms every day. (for 5 working days)</p>
	<p><b>ii. <u>TWICE AT LEAST (Daily) &amp; ON REQUIREMENT</u></b>  <b>Cleaning, Sweeping and mopping with disinfection material</b></p> <p>a) Corridors.</p> <p>b) Cleaning of toilets with branded disinfection material and provision of phenyl balls in basins.</p> <p>c) Emergency cleaning whenever required.</p> <p>d) Spraying of air fresheners in officers rooms.</p>
	<p><b>iii. <u>MONTHLY SERVICES AND ON REQUIREMENT</u></b></p> <p>a) Cleaning and washing of external area of PTA Building that is in front, back, left and right side of building.</p> <p>b) Removal of Spider webs from offices.</p> <p>c) Cleaning of external windows.</p> <p>d) Cleaning of roof tops of building.</p>

  
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## Technical Evaluation Criteria

<b>Mandatory Criteria:</b>		
i.	Registration with income tax & sales tax department (i.e. FBR and KPRA.	
ii.	Company/firm should be in Active Taxpayer List (ATL) of FBR for income tax and KPRA for sales tax on closing date of bid.	
iii.		
iv.	Registration with Employees Old Age Benefits Institute (EOBI) and Social Security Institute.	
v.	Affidavit duly attested by Notary Public/ Oath Commissioner on non-judicial <b>stamp paper</b> of <b>Rs.100</b> to the effect that the firm has not been black listed by any government/semi government/autonomous body or company. Besides, the name of the bidder must not reflect in list of blacklisted firms on PPRA website.	
vi.	Bid Security of Rs50,000/- in shape of pay order/ bank draft in favour of PTA attached with <b>Technical Proposal</b> .	
vii.	At least one year of relevant experience (to be supported with the contact/work order/completion certificate/experience certificate etc.).	
<b>Sr. #</b>	<b>Criteria</b>	<b>Marks</b>
1	<b>Relevant Work Experience: (to be reckoned from the date of the oldest work order/contract agreement /completion certificate etc.)</b> 05 marks per year beyond minimum experience of 01 year on pro rata basis)	20
2	<b>Good/ Satisfactory Performance Certificate (provided by the Previous clients):</b> 5 marks per Certificate (Enclose certificates)	15
4	<b>Copies of similar agreement in hand:</b> 5 marks per Agreement (Provide Copies)	15
5	<b>Major Clients : (Provide Work order/ agreement copies)</b> Corporate/Multinationals/Hospitals (7.5 marks/client) Factory/parks/Universities (5 marks/client ) Government/Residential (3.75 marks/client)	15
6	<b>Active Tax Payer:</b> (enclose copies of tax return filed with FBR) 3.33 points for each year	10

  
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7	<b>Minimum strength of Janitors deployed in Khyber Pakhtunkhwa</b>	10
	i. More than 50 (10 Marks)	
	ii. More than 30 and up to 50 (8 Marks)	
	iii. More than 15 and up to 30 (5 Marks)	
	iv. More than 05 up to 15 (2 Marks)	
v. Less than 05 (0 Marks)		
8	<b>Verification from Clients by Technical Evaluation Committee of PTA:</b>	10
	Satisfactory Response (total marks will be divided on overall number of clients and 3.33 marks will be awarded per client on satisfactory response). Whereas, no marks will be awarded on non-satisfactory response	
9	<b>Office in Peshawar</b>	05
	Yes (05 Marks)	
	No (0 Marks)	
<b>Note:</b>	Minimum marks for qualifying for financial evaluation will be <b>60%</b> .	
	The bidder must attach all required supporting documents in order to claim marks.	

  
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**Financial Bid Form (In PKR)**

Sr. No	Description	Amount for 1st year of Contract (inclusive of sales tax)		Amount for 2nd year of Contract (inclusive of sales tax)		Amount for 3rd year of Contract (inclusive of sales tax)	
		Per Month	Per Year	Per Month	Per Year	Per Month	Per Year
1	Provision of cleaning material as per scope of work defined in these bidding documents						
2	Provision of 01 x Janitor	01x (rate per Janitor)	01x 12x (rate per Janitor)	01x (rate per Janitor)	01x 12x (rate per Janitor)	01x (rate per Janitor)	01x 12x (rate per Janitor)
4	<b><u>Year-Wise Total (1+2)</u></b>						
5	<b><u>Grand Total</u></b>						

Total amount in words:

1<sup>st</sup> Year of contract: Rupees.....

  
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2<sup>nd</sup> Year of contract: Rupees.....

3<sup>rd</sup> Year of contract: Rupees.....

GRAND TOTAL (for 3 years): Rupees.....

**Breakup of bid price per Janitor per month**

S#	Description	1 <sup>st</sup> Year of contract	2 <sup>nd</sup> Year of contract	3 <sup>rd</sup> Year of contract
1	Salary of janitor equal to minimum wage approved/ notified by Govt. of Khyber Pakhtunkhwa for FY 2022-23.	25,000/-	25,000/-	25,000/-
2	Any other amount over and above than the minimum wage if the bidder wants to pay to the Janitor			
3	Service Charges			
4	KP GST @ .....%			
5	EOBI Contribution @5% of minimum wage	1250/-	1250/-	1250/-
6	Social Security Contribution @6% of minimum wage	1500/-	1500/-	1500/-
	Total			

Note:

- The amounts applicable for FY 2022-23 against Sr. 1, 5 & 6 have already been mentioned/filled by the procuring agency for all three years of contract. Therefore, the bidders shall not alter these amounts due to the reason that any subsequent change/revision in Minimum Wages, KP GST, EOBI & ESSI Contributions by Government of Pakistan/ Khyber Pakhtunkhwa/ EOBI/ Social Security Institution shall be agreed by both the parties as per law and payment will be made to the contractor accordingly.
- Whereas, "any other amount over and above than the minimum wage if the bidder wants to pay to the Janitor" at S# 2 and "Service Charges" at S# 3 in above table shall be paid as quoted in the Financial Proposal.
- All columns of the Financial Proposal shall be filled. In case of inapplicability of any amount, "N/A" may be mentioned in the column.
- As per PPRA Rule 25, the bidder shall attach Rs. 50,000/- as bid Security in shape of pay order/bank draft in favour of PTA along with **Technical Bid** in original.
- Copy of notification for minimum wages issued by Govt. of Khyber Pakhtunkhwa may be attached.

- vi. Performance security will be as per the bidding document. If the bidder fails to deposit Performance security within the prescribed time mentioned in the contract awarding letter/ Letter of Acceptance, the same shall be treated as cancelled and the bid security shall be forfeited.
- vii. Performance security shall be released after the expiry of the agreement on issuance of NOC by Zonal Director, Peshawar.



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