



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

INVITATION TO BID

SUPPLY, INSTALLATION, TESTING, & COMMISSIONING OF 01 x PANORAMIC PASSENGER ELEVATOR at PTA Zonal office, Lahore

Pakistan Telecommunication Authority, a Government organization invites sealed bids from firms/ companies duly authorized of manufacturer having relevant experience of 2 year or more, registered with Income Tax and Sales Tax Departments and on Active Taxpayers List of the Federal Board of Revenue for Supply, Installation, Testing, & Commissioning of 01 x Panoramic Passenger Elevator at PTA Zonal office, Lahore.

Bidding documents, containing detailed terms and conditioned etc., are available at the office of undersigned. Price of the bidding documents is Rs. 500/- (in shape of pay order/ bank draft in favour of PTA). Bidding Documents can also be downloaded free of cost from www.pta.gov.pk

The bids, prepared in accordance with the instructions in the bidding documents, must reach at Zonal Office, PTA Building, 165- Abid Majeed Road, Lahore Cantt on or before 11th May, 2022 at 11:00 AM. Technical bids will be opened on the same day at 11:30 AM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Salman Baig

Zonal Director Lahore

**Zonal Office, PTA Building, 165- Abid
Majeed Road, Lahore Cantt.**

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12x2

**“Tender for Supply, Installation, Testing, & Commissioning
Of 01 x Panoramic Passenger Elevator
At PTA Zonal office, Lahore”**

BIDDINGDOCUMENTS

1. **General instructions/ Special stipulations**
2. **Draft agreement**
3. **Financial Bid**
4. **Technical Evaluation**
5. **Technical Specification**

PAKISTAN TELECOMUNICATION AUTHORITY

Zonal Office, PTA Building, 165-
Abid Majeed Road, Lahore Cantt.

Ph: - 36665022, Fax: - 36654009

<http://www.pta.gov.pk>



BIDDING DOCUMENTS

1. Pakistan Telecommunication Authority, a Government organization invites sealed bids for **SUPPLY, INSTALLATION, TESTING, & COMMISSIONING OF 01 x PANORAMIC PASSENGER ELEVATOR** at PTA Zonal office, Lahore from authorized dealer/distributor of the manufacturer having valid NTN/GST registration, PEC registration for the relevant categories and on Active Tax Payer and sales tax. List of FBR/provincial revenue Authority (s).
2. Companies/authorized dealer/distributor of the manufacturer must have distribution certificate of relevant business experience for the work as per specifications & details given in the BoQ. Documentary evidence is to be provided in this regard.
3. Notice for invitation to bid published on PTA's/PPRA's websites is the part of this bid document.

Terms and Conditions

4. **Date and time for submission of bids**
 - a. Bidding documents duly completed in all respects shall be submitted on or before 11th May, 2022 at 11:00 in the office of Zonal Director, Lahore.
 - b. A pre- Bid Meeting in this regard will be held on 26th April, 2022 at 10:30 hours in the office of Zonal Director, Lahore
 - c. The submission and evaluation of bids will be carried out as per **"Single Stage -Two Envelope Procedure"** of PPRA Rules.

5. COMPANY INFORMATION

- a. Name of Firm _____
- b. Date of Establishment of Business _____
- c. Address _____
- d. Telephone No _____ Fax No. _____
- e. GST Reg. No _____
- f. National Tax No _____
- g. Sole Distribution certificate _____

6. EVALUATION CRITERIA

- a. Bids will be evaluated as per Single Stage Two envelope procedure of PPRA Rules. Salient features of which are as under:
 - i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - ii. The envelopes shall be marked as **"FINANCIAL PROPOSAL"** and **"TECHNICAL PROPOSAL"** in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked **"TECHNICAL PROPOSAL"** shall be opened;
 - iv. The envelope marked as **"FINANCIAL, PROPOSAL"** shall be retained in the custody of PTA without being opened;

- v. PTA will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - vi. During the technical evaluation no amendments in the documents shall be permitted;
 - vii. The financial proposals of the technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - viii. The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders.
 - ix. The financial bid will be evaluated on least quoted amount. It means that the bidders qualified in the technical evaluation will become at par and the bidder who has quoted the lowest financial bid will be awarded contract (i.e. most advantageous bid as defined under PP Rule 2(h) and provided at PP Rule 36(b)(ix).
- b. Bidders scoring minimum 70% marks in technical qualification will be qualified/eligible for participating in financial bid opening.
 - c. Work will be awarded to the technically qualified bidder who has quoted the lowest financial bid and will be declared as Most advantageous bidder as per PPRA Rules
 - d. If two or more bidders quoted the same financial proposals, then the contract will be awarded to the one who has scored highest in technical qualification.

7. BID SECURITY/RETENTION MONEY

- a. Bid security the shape of pay order / bank draft in favour of Pakistan Telecommunication Authority, Islamabad amounting to Rs. 150,000/- shall be attached with the Technical proposal (Cheques will not be accepted).
- b. **Technical bid** not accompanied with the required bid security shall be rejected without any right of appeal.
- c. Bid security of technically disqualified/bidders will be returned after opening of financial bids whereas, bid security of technically qualified bidders shall be returned on award of contract to the successful bidder.
- d. In case of termination of work order due to fault of the supplier/bidder, the Bid security shall be forfeited in favour of Pakistan Telecommunication Authority.

8. PRICES

- a. The bidder should quote its unit rates + GST charges (if applicable) clearly for each item, in the Financial Proposal and total price of each line item as well as Grand Total **Annexure-C**. However, work shall be awarded on consolidated amount / score of the items after evaluation.
- b. Payment will be made on itemized rates as per actual verification of quantities.
- c. The rates quoted shall remain valid for four (04) months from the date of opening of Technical Proposal.
- d. Bid shall be in Pak rupees only and inclusive of all applicable taxes i.e. GST etc.as per GOP rules.
- e. Bids should be inclusive of transportation/carriage charges and fixing charges and any other cost which is essentially required to complete the job and not mentioned in the BoQ

Prospective bidder should visit the site and include all allied cost in BoQ. No claim shall be entertained in this regard later on.

- f. No claim on Escalation during the currency of contract will be entertained.

9. PAYMENT PROCEDURE

- a. Advance not more than 50% of the cost of BoQ item # 1 can be paid against the provision of advance bank guarantee (ABG) for the advance payment and acceptable Performance Bank Guarantee. Deduction in this regard shall be adjusted while making payment of the said item.
- b. Advance Bank Guarantee (ABG) from a scheduled bank in Pakistan having credit rating of at least AA⁺ in the prescribed format (**Annex-E**) for the advance amount stated in clause 9 (a) above can be provided if vendor opts for advance amount from the client for carrying out this work. For the purpose of Advance Bank Guarantee, cost of item #1 of BOQ shall mean the price quoted by the bidder in Financial Proposal against BOQ item #1. On satisfactory completion of work, this ABG shall be released.
- c. Full and Final payment will be made on successful completion of work upon issuance of satisfactory completion certificate by Zonal Purchase Committee (**ZPC**) **Lahore and Director (CW)**.
- d. Payment shall be made after deduction of applicable taxes i.e. Income Tax at source as per Government Rules.
- e. Payment to the successful bidder/ contractor shall be linked with active taxpayer status. If the contractor is not in ATL, no payment shall be made until the bidder appears on ATL of FBR/ provincial revenue authority. In this regard, reference is made to Regulation 2 of Eligible Bidders (Tax Compliance) Regulations, 2015 of PPRA.
- f. Interim payment/Running payment will be made on the recommendation of ZPC Lahore and Director (Civil Work) provided that the said work is completed and the value of verified bill is not less than Rs. 2 Million.

10. Performance Guarantee

A Performance Bank Guarantee (PBG) from a bank having credit rating of at least AA⁺ or an insurance company having atleast AA⁺ rating from PACRA/JCR for the amount and validity specified in Contract Data. In the prescribed format (**Annex-F**) for an amount equal to **10 PERCENT** of the contract price in **PAK RUPEE** in favour of PTA at time of signing of agreement for carrying out the assignment. For the purpose of Bank Guarantee, the contract price will mean the total bid amount as provided in Financial Proposal. On satisfactory completion of warranty period, this PBG shall be released.

11. Completion Time

- a. Work is to be started within 15 days of issuance of work order.
- b. On receipt of work order contractor shall submit its work program/ schedule for completion of job within 7 days. If order for lift is to be placed, he will also provide the confirmation from the equipment supplier.
- c. Work is to be completed within **150 calendar days** after commencement of work. The time for completion of work may be extended by PTA on justified reasons provide by the contractor.
- d. Vendor shall be responsible for the safe supply, design, and installation and fixing of the material/equipment along with as built drawings.

12. Maintenance Period

- a. Maintenance period shall be of 12 months (1 year)

- b. It shall start after successful installation and completion of work and duly accepted by Director (CW) and ZPC of PTA Zonal office Lahore.
- c. The vendor shall maintain the entire system during the said period free of cost and in case of any problem/fault in parts and software, it will be done/ resolved on priority basis without any cost.
- d. If there is replacement of any part/item/equipment, the same shall also be done by vendor free of cost during maintenance period.
- e. If vendor failed to rectify the problem within 5 days, the job will be carried out by PTA through its own resources and cost in this regard shall be deducted from the balance payment of vendor.
- f. If due to reasons which are beyond the control of vendor, then he will inform PTA in writing for the reason and in such circumstances, the time for rectification as mentioned above (i.e. 5 days) may be relaxed.

13. AUTHORIZED DEALER/DISTRIBUTOR from Manufacturer for the quoted Brand.

- a. Bidder shall be authorized dealer/distributor of the manufacturer of the quoted brand.
- b. Certificate of authorized dealer/distributor of the manufacturer or any other proof from the manufacturer in the name of the bidder is required and must be enclosed with technical bid.
- c. Bidder must be authorized warranty provider on the behalf of manufacturer and all items/parts if required will be changed locally within reason able time of repair.

14. WARRANTY

- a. Vendor shall provide at least 01-year warranty of all parts of all supplied items or manufacturer's warranty, whichever is higher.
- b. The warranty period shall be considered from the date of issuance of completion Certificate.
- c. Warranty certificate shall be provided on the stamp paper duly notarized along with the warranty cards duly stamped by the company.
- d. Any part or item of the equipment becomes faulty in the warranty period will be replaced with the genuine product at the cost of the bidder and no payment shall be made by PTA in this regard.
- e. Bidder will provide a certificate that the product quoted is the latest and will be available in market for next 5 years. In addition, its service including its parts will be available in market for next 10 years.

15. PENALTY

- a. Rs. 5,000/- per day will be charged as a penalty on late start of work maximum of thirty (30) days. After expiry of thirty (30) days, supply/work order shall stand cancelled and bid security shall be forfeited. The vendor who has failed to start work shall also be black listed as per Rule 19 of PP Rules, 2004.
- b. A penalty of 1 % of the contract value per week shall be imposed if the work is not completed within scheduled time up to a maximum of 10 % of the Contract value. Once 10 % limit is reached, penalty shall be charged at the rate of 2% per week of the contract value for the days beyond the 10 %. In such situation the contract shall stand cancelled and performance guarantee shall be encashed by PTA.
- c. If contractor fails to finish the work till penalty has reached the 20 % of the work cost, PTA may cancel the work order and shall carry out the remaining work through other vendor and cost in this regard will be deducted from the amount payable to bidder. The remaining

amount shall be paid to defaulted bidder after the adjusting the same from the bill as per the actual amount of other vendor and adjustment of penalty.

16. INTEGRAL PART

- a. **Annexure-A** is a part of **technical proposal(s)** which shall be read/filled carefully, each page must be signed and stamped by the bidder and are to be submitted with the technical proposal envelope.
- b. **Annexure-B** is a part of **Technical specifications** which shall be read carefully and all items which are to be quoted must meet the technical specifications. An affidavit in this regard shall also be submitted with the technical proposal. If found at any stage by PTA that any inferior product or any item which is not as per the technical specs has been provided/installed, its bid / work order shall be cancelled and PTA shall not pay any amount in this regard.
- c. **Annexure-C** is part of **financial proposal** which shall be read/filled carefully, each page must be signed and stamped by the bidder and is to be submitted with the envelope containing the financial proposal

17. DISQUALIFICATIONS

- a. Offers are liable to be rejected if; there is any deviation from the instructions as laid down in the bidding documents i.e.
 - i. Incomplete BoQ shall not be accepted as work will be awarded to a single successful bidder.
 - ii. Splitting of bid in parts is not allowed.
 - iii. Technical bid is submitted without the required bid security.
 - iv. Offers are received after specified date and time.
 - v. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
 - vi. GST and NTN certificates are not attached.
 - vii. Supplier is not authorized dealer/distributor from manufacturer of the quoted brand of elevator.
 - viii. Any inferior product / specs / requirement that mentioned at **Annexure-B and Annexure-C**.
- b. Any overwriting and cutting should be avoided. However, if it is inescapable then each overwriting/cutting is to be signed and stamped by the bidder and certificate in this regard be attached with the financial bid that these cutting/overwriting had been made prior to submission of bids.
- c. 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.
- d. 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.

18. TECHNICAL EVALUATION CRITERIA/COMPANY'S PROFILE (ANNEX-A)

Annexure-A is to be submitted with all the supporting documents. The documents should be arranged in the same sequence as mentioned in **Annex-A** and flagging of the documents be done.

19. TURN KEY SOLUTION

- a. It is a turnkey solution where all the material and work quoted in BOQ is to be supplied, installed and fixed by the bidder as per the manufacturer's recommendation of the quoted brand. Every other cost of material and labour which is not mentioned in the **Annex-C** but is required to complete the job be considered and be included in the bidding price.
- b. Perspective bidder is directed to visit the proposed location and submit its bid after having detailed working. Any item which is not included in the BOQ and necessarily required to complete the job as per the satisfaction and manufacturers recommendation should be considered and its price may be included in the cost of the equipment. No extra cost in this regard shall be paid.

20. Provision of Import out Documents

Successful bidder shall provide import documents like Bill of Landing etc. for verification of the imported equipment from the manufacturer and anything else as per the satisfaction of client.

21. AFFIDAVIT

Affidavit on non-judicial **Stamp Paper** to the effect that the firm has never been black listed by any Government/Semi Government/Autonomous body.

22. FORCE MAJEURE

In case of any circumstances which are beyond the control of contractor as well as client. Force Majeure will be applicable.

23. ARBITRATION

In case of any dispute or conflict between Contractor and Employer, the case shall be referred to ZPC, PTA Lahore Zonal office. If the decision of ZPC is not acceptable, the case shall be referred to Chairman PTA, whose decision will be final.

24. MEASUREMENT

The payment shall be made by measuring actual quantity of items supplied and fixed on site. No payment shall be made for wastage of items.

25. RIGHTS RESERVED

Pakistan Telecommunication Authority reserves the rights to cancel the bid, accept or reject any bid as per PPRA rules.

26. CHECKLIST

<i>Sr.n</i>	<i>Description</i>	<i>Yes</i>	<i>No</i>
<i>a</i>	Bid security in shape of bank draft/pay order(Cheques are not acceptable) enclosed with the Technical Proposal		
<i>b</i>	Company's Profile as a part of technical proposal. (Annex A)		
<i>c</i>	List of such projects handled with copies of work orders and completion certificates		
<i>d</i>	List of clients with telephone numbers and addresses.		
<i>E</i>	Affidavit on non-judicial stamp paper for not being black listed		
<i>f</i>	Copy of authorized dealer/distributor of manufacturer certificate		
<i>g</i>	Copy of authorized warranty provider of the manufacturer (Yes/No)		
<i>h</i>	Specification and other requirements are met (Yes/No)		
<i>i</i>	<i>Certification requirement should be EN-81</i>		

Technical Evaluation Criteria/Company Profile

Part A) Mandatory Requirement *	
1	Firm has to produce Sales Tax and Income Tax Registration.
2	Firm is on Active Tax Payers List of FBR for Income & Sales Tax or provincial revenue authority for Sales Tax.
3	Firm has to produce authorized dealer/ distributor certificate from the manufacturer.
4	Affidavit on non-judicial stamp paper that firm/company has never been black listed from any Govt. /Semi Govt. / Autonomous body.
5	Bid security of Rs. 150,000/- has been attached with the Technical bid.
6	Firm has to produce distribution certificate of relevant business
7	An affidavit duly notarized to the effect that all items quoted in the financial bid are as per Technical Specs mentioned in Annexure-A and Annexure-B of the bidding documents
8	EN-81 certification

Part B) General Experience*				
Sr.#	Attributes	Max. Score	Points Earned	Criteria
1	Experience	10		Projects of similar nature and complexity completed(5 Marks Against Each Project) No marks will be awarded If Purchase Orders along with completion certificates not attached
2	Projects of similar nature complexity in hand.	25		Projects of similar nature and complexity in hand. (5 Marks Against Each Project) No marks will be awarded If Purchase Orders/Award Letters are not attached

Part C) Personal Experience				
1	Mechanical Engineer, Must be graduate in Mech engineering	10		10 years' experience in relevant field (01 Engineer)
2	Supervisor, DAE with mechanical And electrical	6		Minimum 10-15 years' experience in relevant field. (03marks) 3 marks per Field
3	Technician	4		Minimum 07-10 years' experience in relevant field. (01 mark for each technician)
	Note:- For Engineers and Staff, Marks will be as under; i. Qualification – 20% ii. Experience – 70% iii. Association – 10%(Minimum 1-year association with this Firm)			

Part D) Demo & Presentation				
1	Demo & Presentation	15		<i>To cover complete scope of work mentioned in the bid documents.</i>
Part E) Financial Health				
1	Financial Health (Provide bank statements or Audit Financial Report of last three years).	20		<i>Marks will be awarded on the following criteria</i> <i>Annual turnover of more than 30 million per year (20 Marks)</i> <i>Annual turnover of more than 20 million per year (15 Marks)</i> <i>Annual turnover of more than 10 million per year (10 Marks)</i> <i>Annual turnover of more than 5 million per year (5 Marks)</i> <i>Anything less than 5 Million per year (0 Marks)</i>
3	Active Tax Payer	10		<i>Annual tax return for last 2 years: 5 marks per year</i>
Total		100		
<p>i. Minimum technical qualifying marks are 70% in above table whereas specifications of material as per Annex "A" and Annex-B shall be compulsory.</p> <p>ii. Financial Bids of Firms scoring 70% and above in technical qualification shall be opened and bids of non-qualified firms shall be returned un- opened.</p> <p>iii. Provide documentary evidence for claiming the marks in evaluation.</p>				

THE TECHNICAL SPECIFICATION

S. No	Description	Specification
1	Origin	OTIS, Sigma, ThyssenKrupp or equivalent Korea, Japan USA origin manufacturing from china acceptable.
2	Quantity	01 No's
3	Elevator Type	Passenger Lift
4	Traveling Height approximate	10.5 m
5	Capacity	450 Kg (04 persons)
6	No. of stops	03
7	Floor name	G,1,2
8	Speed	01 m/sec
9	Control type	Imported microprocessor controller with all standard features such as micro push full selective collective system, Display on main PCB, self-diagnostic system, phase protection and all safeties and features as per standard with VVVF system.
10	Door operation	Fully automatic, 2-pannel, side opening doors with glass finish having size 700mm X 2000
11	Power Supply	380-440 Volts 50-60 Hz AC
12	Hoist Way Size (Should be checked by the supplier himself as well)	1440 X 1360 (W x D)
13	Cabin	Cabin to be in 16 gauge hair line stainless steel (non-magnet) with False ceiling and Vinyl tile flooring, glass walls, glass on back wall and glass door, SS Hand rail, Kick Plate. It should also include, blower for ventilation, emergency brake system with electrical and mechanical locking, overload detection device, full height infra- red safety sensor, Car operating panel with micro push button and car position indicator etc. with a suitable size to meet the requirements of no of passengers and hoist way size.
14	Guide Rails	Imported guide rails for Cabin and counter weight with complete set of bracket to tie up the guide rails with shaft structure.
15	Interphone	3-Way Inter phone for emergency contact
16	Lighting / Fan	Fan and Diffuser type light with on off switches
17	ARD	Prevision of Automatic rescue device, fully tested in the failure of electricity.
18	MS Structure	Complete MS painted structure as per requirements and glass covering
19	Pit	Complete digging of the pit as per requirement and

		provision of RCC walls in pit.
20	Note	Refurbished parts or items are not acceptable.

Financial Proposal

DETAILED ESTIMATES SUPPLY, INSTALLATION, TESTING, & COMMISSIONING OF 01 x PANOROMIC PASSENGER ELEVATOR at PTA Zonal office, Lahore

Item No.	Description of Item	Unit	Qty	Rate (in PKR)	Gst	Amount (PKR)
1.0	PASSENGER ELEVATOR					
	Design, Fabrication, Supply, Installation, Testing & Commissioning of Electric Traction Type fully automatic Machine room less (MRL) Passenger Elevator having SS Enclosure with AC variable voltage & variable frequency drive unit suitable for operation on 415 +/-10 % V, 3 Phase, 50Hz. AC supply, having speed of 1.00 MPS, power operated, Side opening type car & landing doors glass finishing, Car back side glass finishing and other side wall also glass, electro-magnetic brake system, operating panel with luminous buttons, overload warning indicator, battery operated alarm bell, emergency light, intercom suitable for hook up to Facility's EPABX, infrared red sensing door protection for full height (min 2000mm height) & mechanical safety by pressure sensor, reverse phase relay on controller, fire man's switch at ground floor, digital car positions indicator in car with up / down direction indications, light fixtures, ventilation fan, landing sill, main beam in shaft for machine, pit ladder, provision of lighting in elevator shaft etc. complete with all accessories serving different floors in the lift shaft along with Automatic Rescue Device. ARD) with dry maintenance free sealed batteries and Manual Emergency Rescue Device with or without lever operated (independent of any battery system) complete as required and as per enclosed specifications for each MRL elevator with following characteristics	Job	01			

Item No.	Description of Item	Unit	Qty	Rate (in PKR)	Gst	Amount (PKR)
	Capacity- minimum 04 Passengers, 450 Kg					
	Stops and Openings- 03 No					
	Approximate Travel- 10.5 meters					
	Travel Speed- 1.0 / 1.1 mps					
	Civil Works / Electric / Mechanical Work					
2.0	Provision of complete MS structure as per manufacturer recommendation along with 12mm thick tempered glass for covering three sides & with safety film (3M) & civil Works including pit excavation, RCC work, paint work, auto drain motor in pit, Electrical Works along wires and DBs as per manufacturer recommendation etc.	Job	01			
	Total Amount Rs.					

Note:

1	All prices should be inclusive of GST and other applicable taxes of GoP.
2	All work is to be executed strictly in accordance with the technical specs and cost of item which is not mentioned in the BOQ but is required to complete the job must be added with the item for which it is required.
3	Any descriptive parts of this specification shall be considered complimentary to detail requirements for types of equipment. Any quantities noted are approximate and must be measured by the Contractor accurately before bidding.

Draft Agreement:**AGREEMENT****(To be executed on Rs.100/- Judicial paper)**

THIS Supply and Installation Service Agreement (the “Agreement”) is made on this day _____ 2022;

By and Between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-5/1, Islamabad and its Zonal Office at PTA Building, 165- Abid Majeed Road, Lahore Cantt, Lahore () (hereinafter referred to as “Client” which expression shall where the context admits include its administrators and assigns) of the One Part

And

Through Mr..... bearing CNIC..... having registered place of business at..... (Hereinafter referred to as “the **Contractor**”, which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

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

WHEREAS,

A. Client is desirous for **Supply, installation, testing, & commissioning of 01 x panoramic Elevator** and subsequently maintenance and support services of installed Elevator (hereinafter referred to as “**Services**”) by the Contractor for its Zonal Office at Lahore in accordance with the terms of this Agreement;

B. The Contractor is a _____ (details of incorporation) Being engaged in the business of supplying electrical, electronic equipment, and has agreed to provide Services at Client’s Zonal office Lahore Building on the terms and subject to the conditions as set forth hereunder.

C. The Contractor further represents that it has the relevant expertise and holds all the requisite and valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite Services at Client’s Zonal office Lahore as per **Annexure-C** of Bidding documents and in accordance with highest industry standards and satisfaction of the Client. The Contractor undertakes that the Services shall be provided only through the staff/labour/workforce that has the requisite expertise and experience in this regard.

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

1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to provide Services at PTA Zonal office Lahore as per requirements prescribed under Bidding Documents and Technical Specifications attached as **Annexure-B**;

2. Agreement Documents

- 2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meanings as defined in the Agreement and documents attached as **Annexure-A, B, C**.
- 2.2 The following documents shall be deemed to form, and be read and construed as, part of this Agreement:
- a) Invitation to bid
 - b) Bidding documents
 - c) Annexure A, B and C
 - f) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
 - g) Bid Security/ Performance Guarantee
 - h) Form of Agreement/ Contract Agreement
 - i) Clients order to commence the work.
 - j) Any Correspondence by the Clients/Contractor mutually accepted by the Client and the Contractor.

3. Term

- 3.1 Upon signing of this Agreement the Contractor shall be obligated to start the work on specified location by Client within **15 days** of issuance of work order and complete it within projected time of **150 calendar days**. In case of failure, Client shall be entitled to deduct any amount payable to Contractor and assign the work to any other Contractor at its discretion.

4. Termination

- 4.1 Notwithstanding anything herein contained Client shall be exclusively entitled to terminate this Agreement.
- a. without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services or quality of Elevator being supplied/provided by Contractor;
 - b. Without cause, by giving three (03) days advance written notice to the Contractor.
 - c. If the Services do not meet the technical specifications at **Annex-B** and **Annexure-C**, terms & conditions mentioned in bidding documents & agreement.
 - d. 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 to the Client within seven (07) days.
- 4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

5. Deliverables

- 5.1 The Services should be of best quality and as per technical specifications mentioned in the BOQ/Estimates attached as **Annexures B&C**.
- 5.2 The Contractor shall submit the as built drawings after completion of the job in hard format as well as in *.dwg format as mentioned in BoQ.

5.3 The Contractor shall also train the nominated staff of Zonal Office Lahore for running and maintenance of the system during the maintenance period of 12 months.

6. Maintenance Period

6.1 Maintenance period shall be of 12 months (1 year)

6.2 It shall start after successful installation and completion of work/Services and duly accepted Zonal Purchase Committee of the Client's Lahore Office.

6.3 The Contractor shall maintain the entire system during the maintenance period free of cost and in case of any problem/fault; it will be done/ resolved on priority basis without any cost.

6.4 If there is replacement of any part/item/equipment, the same shall also be done by Contractor free of cost during maintenance period.

7. Charges/Payment

7.1 In consideration of rendition of the *Services* by Contractor, the Client shall pay the Contractor, charges as specified in **Annexure- C** to the complete satisfaction of the Client.

7.2 All amounts paid to the Contractor as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Contractor to be adequate and sufficient for consideration of rendition of Services by the Client.

7.3 All payments to be made by the Client to the Contractor shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Contractor.

7.4 Advance not more than 50% of the BoQ item # 1 can be paid against the provision of advance bank guarantee (ABG) for the advance payment and acceptable Performance Bank Guarantee. Deduction in this regard shall be adjusted while making payment of the said item.

- a. Advance Bank Guarantee (ABG) from a scheduled bank in Pakistan having credit rating of at least AA⁺ in the prescribed format (**Annex-E**) for the advance amount stated in clause 9 (a) above can be provided if vendor opts for advance amount from the client for carrying out this work. For the purpose of Advance Bank Guarantee, bid/contract price shall mean total bid amount as provided in Financial Proposal on satisfactory completion of work, this ABG shall be released.

7.5 Final payment shall be made on successful completion of work on issuance of satisfactory completion certificate by Client's Zonal Purchase Committee and Director (CW).

7.6 Payment shall be made to the Contractor after deduction of all applicable taxes at source as per applicable Government Rules.

7.7 All amounts paid to the Contractor as per above clauses shall be inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Contractor.

8. Invoice

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

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

9. Confidentiality

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

10. Indemnification

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

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

11. Resolution of Disputes

11.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i) Zonal Purchase Committee (ZPC) of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). The decision of the Authority to settle the issue amicably will be final and binding on both parties. (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of the Arbitration Act, 1940.

12. Force Majeure Event

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

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

12.3 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.

12.4 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.

13. Governing Law

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

14. Waiver

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

15. Severability

15.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

16. Amendment

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

17. Assignment

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

18. Integrity Pact:

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

18.1 _____[Name of Contractor] hereby declares that it has not obtained or induced the 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.

18.2 Without limiting the generality of the foregoing [_____]Name of

Contractor] represents and warrants that it has fully declared the 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 the object of obtaining or inducing the 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.

18.3 [_____]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 the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

18.4 [_____]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 the 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, contractor other instrument, be voidable at the option of GoP.

18.5 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 the sum of any commission, gratification, bribe, finder's fee or kickback given by [_____]Name of Contractor] as aforesaid for the purpose

of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

19. PENALTY

19.1 Rs. 5,000/- per day will be charged as a penalty **on late start of work** maximum of thirty (30) days. After expiry of thirty (30) days' supply/work order shall stand cancelled and bid security shall be forfeited. The Contractor who has failed to start work shall also be black listed from PTA for life time.

19.2 A penalty of 1 % of the contract value per week shall be imposed **if the work is not completed** within scheduled time up to a maximum of 10 % of the Contract value. Once 10 % limit is reached, penalty shall be charged at the rate of 2% per week of the contract value for the days beyond the 10 %.

19.3 If Contractor fails to finish the work till penalty has reached the 20 % of the work cost, Client may cancel the work order and shall carry out the remaining work through other Contractor and cost in this regard will be deducted from the amount payable to defaulted Contractor. The remaining final amount shall be paid to defaulted Contractor after adjusting the same from the bill as per the actual amount of other vendor/Contractor and adjustment of penalty.

20. WARRANTY

20.1 Contractor shall provide at least 01-year warranty of all parts of all supplied items or manufacturer's warranty, whichever is higher.

20.2 The warranty period shall be considered from the date of issuance of completion Certificate.

20.3 Warranty certificate shall be provided on the non-judicial stamp paper duly notarized along with the warranty cards duly stamped by the company.

20.4 Any part or item of the elevator equipment becomes faulty in the warranty period will be replaced with the genuine product at the cost of the Contractor and no payment shall be made by the Client in this regard.

20.5 Contractor shall provide a certificate that the specifications of Elevator quoted is the latest and will be available in market for next 5 years. In addition, its service including its parts will be available in market for next 10 years.

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

For and Behalf of Client.

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

Witnesses

1. _____
Name _____
CNIC _____

For and on Behalf of: Contractor

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

2. _____
Name _____
CNIC _____

FORM OF ADVANCE BANK GUARANTEE

Advance Guarantee for Advance Obligations

Date:-----

[On a legal document/stamp paper]**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.**Date:** _____

We, [name of Bank] are providing Advance Guarantee for _____ (hereinafter called "the Contractor") have entered into AGREEMENT No. [Reference number of the AGREEMENT] dated [insert date] with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of Supply, Installation, Testing, & Commissioning Of 01 x Panoramic Passenger elevator at PTA Zonal office, Lahore (hereinafter called "the AGREEMENT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a Advance guarantee in the sum of PKR _____ / [PAK RUPEE _____] (the amount upto **50%** cost of the BoQ items # 1) is to be made against the Advance obligations of the Supplier.

We [name of Bank] hereby irrevocably, unconditionally and continuingly guarantee without recourse to the Client, and undertake to pay to the Client any sum or sums not exceeding in total an amount of PKR _____ / PAK RUPEE _____ only) (the amount equal to 50% cost of the BOQ item # 1) upon receipt by us of Client's first demand in writing accompanied by a written statement stating that "the Supplier" is in breach of their obligations under the CONTRACT.

This guarantee shall be released after successful completion of the CONTRACT

[Signature]

Endorsed and guaranteed by Commercial Bank in Pakistan

[Bank Stamp & Signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local bank in Pakistan with a credit rating of at least AA+.

The expiry date of this guarantee will be six months from the start date of the CONTRACT

FORM OF PERFORMANCE BANK GUARANTEE

Performance Guarantee for Obligations under Agreement

Date:-----

[On a legal document/stamp paper]**Beneficiary:** Pakistan Telecommunication Authority, Headquarters Building, F-5/1, Islamabad, Pakistan.**Date:** _____

We, [name of Bank] are providing Advance Guarantee for _____ (hereinafter called "the Supplier") have entered into CONTRACT No. [Reference number of the CONTRACT] dated [insert date] with Pakistan Telecommunication Authority (hereinafter called the "Client"), for the provision of Supply, Installation, Testing, & Commissioning Of 01 x Panoramic Passenger elevator at PTA Zonal office, Lahore (hereinafter called "the AGREEMENT").

Furthermore, we understand that, according to the conditions of the CONTRACT, a performance guarantee in the sum of PKR _____ / [PAK RUPEE _____] (the amount equal to **10%** of the total CONTRACT Price) is to be made against the obligations of the Contractor under the Agreement.

We [name of Bank] hereby irrevocably, unconditionally and continuingly guarantee without recourse to the Client, and undertake to pay to the Client any sum or sums not exceeding in total an amount of PKR _____ / PAK RUPEE _____ only) (the amount equal to 10% of the total CONTRACT Price) upon receipt by us of Client's first demand in writing accompanied by a written statement stating that "the Contractor" is in breach of their obligations under the CONTRACT.

This guarantee shall be released after successful completion of the CONTRACT.

[Signature (s)]

Endorsed and guaranteed by Commercial Bank in Pakistan

[Bank Stamp & Signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product. If the bank guarantee is arranged from a bank outside Pakistan that bank guarantee has to be backed by the bank guarantee of a local bank in Pakistan with a credit rating of at least AA+.

The expiry date of this guarantee warranty period from the start date of the CONTRACT