



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

INVITATION TO BID

Tender No. 1/II/2021

HIRING OF MAINTENANCE SERVICES FOR LIFTS INSTALLED IN PTA HQ'S, ISLAMABAD

Pakistan Telecommunication Authority, a Government organization invites sealed bids from reputable bidders registered with income tax and sales tax department and also on Active Tax Payer List of Federal Board of Revenue for provision of services of monthly maintenance of 2 x lifts (Make LG OTIS) installed in PTA HQs F-5/1.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available at the office of undersigned. Price of the bidding documents is **Rs. 500/-** (non-refundable in from of pay order in favour of PTA). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **24th February, 2021 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

Engr. Asif Saeed
Director (Civil Works)

PTA Headquarters, F-5/1, Islamabad.

Phone: 051-2875642, 051-9225352 Fax: 051-2878149

Email: asifsaeed@pta.gov.pk

SAY NO TO CORRUPTION

12X2

TENDER DOCUMENTS

Hiring of Maintenance Services for 02 x Lifts installed in PTA HQ's, Islamabad

1. 2 x LG Otis lifts were installed at PTA HQs Islamabad in year 1999 and PTA intends to hire the services of a well reputed Maintenance Company for provision of preventive and troubleshooting maintenance services for its lifts to keep them functional round the clock. The services will be hired according to PPRA Single stage – two envelop procedure.
2. Salient feature 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 general evaluation proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
 - f. During the technical evaluation no amendments in the documents shall be permitted;
 - g. Financial bids of those bidders will be opened and evaluated who will obtain 70% marks in technical evaluation.
 - h. The financial proposals of short listed bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - i. The financial proposal of bidders not qualified shall be returned un-opened to the respective bidders; and
 - j. The bid will be evaluated on least quoted amount for qualified bidders in general evaluation. It means that the firms which have qualified in the

technical evaluation will become at par/equal and the bidder who has quoted the lowest financial bids as per scope of services shall be awarded contract.

- k. If two bidders quoted equal financial bids then the firm who has obtained the higher marks in technical evaluation will get the contract.

3. No claim in Increase/Escalation in contract amount during the Contract will be entertained.
4. Bidders will be required to submit bid security @ 2% of bid price in the shape of pay order or draft in favour of PTA along with financial bid. Bid security of successful bidder will be retained as part of performance guarantee. Performance guarantee will be equal to 5% of the contract price, which shall be deposited in the form of pay order or bank draft in favour of PTA by the successful bidder at the time of signing of contract. The bid security will be adjusted for calculation of amount of performance guarantee. This Performance guarantee will be released on expiration of the contract subject to NOC by Director (Civil Works) PTA.
5. Bid security of un-successful bidder will be returned on issuing of Work Order by PTA but not later than 30 days from the date of opening of financial bid.
6. Affidavit on non-judicial stamp paper, that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private business, will also be provided by the bidder.
7. GST/ Tax will be deducted at source as per GoP rules.
8. No payment shall be made until or unless the bidder is on active tax payer list (ATL) of FBR
9. Bids validity period shall be 90 days from the opening of technical bids.
10. Firm should be registered with income tax department. Bidder shall also provide copy of NTN and GST registration certificate.
11. Safety of its employees from injury will be responsibility of the bidder.
12. The successful bidder will be required to enter into a formal contract Agreement on Rs. 100 non-judicial stamp paper duly attested by notary public, to be executed with mutual consent of both parties. (Draft Agreement Attached).
13. Contract will be extendable on yearly basis with the mutual consent and subject to satisfactory performance of the Bidder.

14. The bidder will commence work as per agreement between both parties.
15. Each page of the documents should be signed and stamp of the bidder.
16. All material will be checked and approved by the Director (CW) before commissioning of job.
17. The Bidder will work under the supervision of Director (CW).
18. In case of any dispute or conflict between Contractor and Employer, the case will be referred to Dir (Administration). However, the bidder will have the right to appeal to Chairman PTA.
19. Incomplete tender/bids will be rejected forthwith.
20. PTA reserves the right to accept or reject the tender as per PPRA rules.
21. Interested Bidders may forward their proposals as per above instructions, Scope of services (**Annexure-A**), Technical Evaluation Criteria (**Annexure-B**) and Financial Bid in separate sealed envelope as per Performa (**Annexure –C**) to the undersigned.

(Engr. Asif Saeed)

Director (Civil Works)

051-2875642, 9225352

SCOPE OF WORK

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

- i. Monthly Regular Inspections
- ii. Planned Maintenance scheduling, to minimise breakdowns.
- iii. Maintenance of Log Card / register to be kept on site.
- iv. Lubrication checks
- v. Other Inspections of the lift as per the recommendation of the bidder.
- vi. Minor adjustments to lift machinery.
- vii. Mandatory safety checks
- viii. Risk Assessment Reports if there is any.
- ix. The cost of oil, grease and consumable material for the servicing purpose shall be borne by the bidder.
- x. Monthly Servicing/ Labouring charges to above will be inclusive in the cost.
- xi. Monthly Service charges shall include replacement of minor & major parts and troubleshooting of all types.
- xii. Monthly service charges also include Major/minor works like changing of indicating bulbs, exposed switches, lift-car lighting, alignment, balancing, adjustments, lubrication, replacement/repair of main parts, and repair of main panels, replacement of parts / ICs/contractors/power supplies/relays, IPMs , replacement of mechanical parts like pulleys, guide shafts, repair/maintenance/ replacement of electrical panels, cards, breakers, locks, buttons etc. In short vendor will keep PTA lifts functional at all costs.
- xiii. Any preventive equipment required for safety of PTA Lifts.
- xiv. Provision of steel Ropes, main electric motors and main pulleys are not included in the scope of works but contractor will provide the services for change of rope free of cost.

SERVICE AGREEMENT
FOR MAINTENANCE OF LIFTS

This Service Agreement (the "Agreement") for the provision of maintenance services for Lifts (2 x LG-OTIS) installed at PTA HQs Building, F-5/1, Islamabad is made at-----on this _____ **2021.**

by and between

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

M/s

_____ through Mr.-----

-----bearing CNIC _____, having registered place of business at _____ (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 the 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS,

1. PTA is desirous to acquire the maintenance services for Lifts (2 x LG-OTIS) .
(hereinafter referred to as " Services") installed at PTA HQs Building, F-5/1,

Islamabad(hereinafter referred to as "Premises") in accordance with the terms of this Agreement;

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

i). **NOW THEREFORE**, for the consideration representation and warranties, covenants, conditions and promises stipulated herein below and intending to be legally bound, PTA and Contractor hereby agree as follows: **1. SCOPE OF AGREEMENT:** Subject to terms and conditions of this Agreement the Contractor agrees that Following Services shall be provided by forto keep the 2 x lifts workable at all times.

- a. Monthly Regular Inspections
- b. Planned Maintenance scheduling, to minimise breakdowns.
- c. Maintenance of Log Card / register to be kept on site.
- d. Lubrication checks
- e. Other Inspections of the lift as per the recommendation of the contractor.
- f. Minor adjustments to lift machinery.
- g. Mandatory safety checks
- h. Risk Assessment Reports if there is any.
- i. The cost of oil, grease and consumable material for the servicing purpose shall be borne by the bidder.
- j. Monthly Servicing/ Labouring charges to above will be inclusive in the cost.
- k. Monthly Service charges shall include replacement of minor & major parts and troubleshooting of all types.
- l. Monthly service charges also include Major/minor works like changing of indicating bulbs, exposed switches, lift-car lighting, alignment, balancing, adjustments, lubrication, replacement/repair of main parts, and repair of

main panels, replacement of parts / ICs/contractors/power supplies/relays, IPMs , replacement of mechanical parts like pulleys, guide shafts, repair/maintenance/ replacement of electrical panels, cards, breakers, buttons, locks etc.

- m. Any preventive equipment required for safety of PTA Lifts.
- n. Provision of steel Ropes, main electric motors and main pulleys are not included in the scope of works but contractor will provide the services for change of rope free of cost.

- ii). The Contractor should ensure that the **schedule** should be prepared on the basis of requirement in such a manner that all the services are efficiently carried out without the substantial breakdown of services.

2. Term and Termination:

2.1. Effective Date and Term:

- i. This Agreement shall be effective for a period of three (03) years w.e.f. _____ to _____.

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

- i). without advance notice, in case the Contractor is in breach of any of the terms of this Agreement, or in case PTA is not satisfied with the quality of Services being provided by Contractor;
- ii). Without cause, by giving one (01) month advance written notice to the Contractor.
- iii). In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.
- iv). PTA shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or expenditures or commitments incurred in connection with the business of the Contractor.

v). Contractor shall give PTA a three (03) month advance notice for termination of this Agreement.

vi). Any **major security threats** shall be liable for immediate termination of this Agreement by PTA without any prior notice to Contractor without prejudice to para-.....supra.

3. Relationship of the Parties

This Agreement shall not be interpreted or construed to create an employer- employee relationship. Parties acknowledge and agree that the Services performed by the contractor, the personals deployed by the Contractor who perform the Services, its employees, agents shall be as an employee of the Contractor and shall not at any time attempt to represent such employees as employees of the **PTA**. it is understood that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise to impose any partnership obligation or liability upon either Party. The Contractor shall have no right, power, or authority to enter into any Agreement or undertaking for, to act on behalf of, to act or be and agent or representative of, or to otherwise bind, PTA except when so expressly authorized by PTA.

4. Responsibilities of the Contractor

- i). The maintenance services must only be administrated by technically trained staff.
- ii). 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.
- iii). The Contractor will **arrange** consume able items, Befitting equipment and would arrange necessary equipment for servicing of the lifts.
- iv). The Contractor shall pay the compulsory payments of EOBI and social security of each employee to the concerned government departments every month.
- v). Contractor will only **employ** those persons who are adult (18 years of age or above) having valid CNIC of Pakistan only. The Contractor shall ensure that all the employees hired are mentally & physically fit for the job and have no communicable disease and are healthy in all respect to perform the job.
- vi). Fair wages rule of the Government of Pakistan is strictly to be followed.
- vii). The Contractor will **work under the guidance of Director (CW)** and all cleaning material, equipment tools and other items to carry out the services will be checked by him. The material used should be of best quality subject to acceptance by PTA.

- viii). All servicing labour/staff should be in distinct uniform bearing the name of Contractor i.e._____.

5. Repairs & Maintenance:

- i. Upon notification from PTA or as determined by the contractor. Contractor shall send engineer to the PTA for necessary repair maintenance and troubleshooting of the lifts to keep them operating up to satisfactory level of PTA.
- ii. Repair & Maintenance includes testing, running diagnostics, cleaning, adjustments, repairing, replacements and maintenance of lifts.
- iii. All works and repairs as per scope of work will be done by contractor and only monthly payment will be made for the job. Contractor will independently decide if the part has to be repaired or replaced.
- iv. Contractor shall keep the PTA informed with regard to the services provided. If a part is replaced by the contractor, the spare part shall become the property of the PTA after the replacement.

2. Response Time:

- i. Response time for contractor to attend the PTA complaint is 4-5 hours while resolution time shall be 24-48 hours or the next business day after receiving the complaint from PTA.

6. Payments of Services Charges:

- i. **In consideration of rendition of the Services** it is agreed that PTA shall pay to the Contractor Rs._____ inclusive of all applicable taxes for first year + Rs._____ inclusive of all applicable taxes for Second year +Rs_____ inclusive of all applicable taxes for third year on account of Services rendered by the Contractor in accordance with the scope of services and further description contained in this Agreement. The payment shall be made through cross Cheque credited to the account of the Contractor i.e. M/s_____ for rendering the Services on submission of invoice/Bill having GST invoice on monthly basis duly verified by the and

countersigned by, after deduction of Tax(s) at source as per Government Rules prevalent at the time of payment.

- j. The Contractor shall be responsible entirely for any kind of tax, duties and charges whether present or future, payable in respect of his men and material. In this connection PTA shall deduct at source all such taxes, duties, charges, as provided under the law of the land before making the payment to the Contractor. No any additional amount should be claim by the Contractor.

- i). **Cost** of electricity for rendering services shall be borne by the PTA.
- ii). The **payment** will be made through cross Cheque to the contractor after submission of invoice/bill having GST invoice on monthly basis duly verified by the in charge and, after deduction of tax(s) at source as per Government Rules prevalent at the time of payment
- iii). An **appropriate deduction (5 % to 100 %)** on account of unsatisfactory performance during the period of contract will be made on monthly basis (if any). The amount will be conveyed/calculated by Director (CW) while processing the bill (if any).

7. TAXES

- i). Payment to the Contractor shall be linked with active taxpayer status. If the Contractor is not in ATL, no payment shall be made until the Contractor company appears on ATL of FBR.
- ii). The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers/employees who shall be deputed for the Services at PTA.
- iii).

8. Indemnity:

The Contractor shall at all times during the specified period of this Agreement and thereafter indemnify and hold harmless the PTA and its officers 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 thereof or in consequence of this Agreement any of it s duties to be performed there under, any negligence or

intentional act or omission by the Contractor or any of its employees, personal , agents, etc. in connection with the Agreement, ., and against all claims, demands, proceeding, cost, charges and expense whatsoever in respect thereof or in relation thereto and all litigations, court processes and court cases and all proceedings there under filed or instituted by the personnel employed by the Contractor or any of them collectively or individually or by any other party subject to completion of legal proceedings as required by law.

- b. The Contractor shall obtain from all of its employees who are rendering the services specified in this Agreement, a declaration that they are and shall remain the employees of the Contractor and shall have no obligation of contract with or claim whatsoever against the **PTA** or against any of its officer/officials.

9. Dispute Resolution:

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

10. SECURITY Clearance

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

11. Performance guarantee:

Performance guarantee will be equal to 5% of the contract price, which shall be deposited in the form of pay order or bank draft in favour of PTA by the successful bidder at the time of signing of contract. The bid security will be adjusted for calculation of amount of performance guarantee. This Performance guarantee will be released on expiration of the contract subject to NOC by Director (Civil Works) PTA.

12. Force Majeure:

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

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

13. Governing Laws

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

14. Miscellaneous

i. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The PTA shall have the right to require the Contractor to **replace** any of his employee/workmen whose conduct or performance is not satisfactory or PTA in its sole judgment considers that such employee/workmen of the Contractor shall be replaced immediately for security reasons in that event the Contractor shall be under obligation to provide replacement of such person immediately.

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

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

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

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

(Mr. _____)

S/o _____

NIC # _____

Address:- _____

Witness:

1. _____

2. _____

Dir (Administration)

For & Behalf of Pakistan

Telecom Authority

Witness:

1. _____

2. _____

Technical Evaluation Criteria

Annexure-B

<u>Mandatory Criteria:</u>		
<ul style="list-style-type: none">i. Registration with income tax departmentii. GST Registration.iii. At least 5 years of relevant experience.iv. Firm should be on Active Tax payer List of FBR.		
Sr. #	Criteria	Marks
1	<u>Experience: (with documentary evidence)</u>	20
	16 years or more 20 marks	
	11-15 Years 15 marks	
	5-10 Years 10 marks	
2	<u>Active Tax Payer Proof:</u> (enclose tax returns filed with tax department)	10
	2 points for each year maximum up to 10 pts	
3	<u>Good Performance Certificate Issued by the Clients:</u>	10
	2 Pts per Certificate max up to 10 pts (Enclose certificates)	
4	<u>Copies of similar agreement in hand</u>	10
	2 Pts per Agreement max up to 10 pts (Provide Copies)	
5	<u>Major Clients : (Provide Work order/agreements copies)</u>	10

	Corporate/Multinationals/Hospitals (5 pts/client, max 10)	
	Factory/ Universities (3.5/client, max 7)	
	Government offices/Residential (2.5 pts/client, max 5)	
6	<u>Office in Rawalpindi/Islamabad</u>	10
	Yes 10	
	No 0	
Note:	a. Minimum marks for qualifying for financial evaluation will be 70%. b. Please attach documentary evidence as required for claiming the numbers.	

1st Option

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

Note:

1. Bidders will be required to submit bid security @ 2% of bid price in the shape of pay order or draft in favour of PTA along with financial bid, failing which may result in disqualification.
2. Financial Bid is to be submitted on this format only. The bid of bidder not following this format or submitting bid in any other shape shall be rejected forthwith.
3. GST amount be mentioned separately.
4. Monthly payments will be made against services.

2nd Option (optional)

Financial Bid with following ToRs may also be given and Authority will be at liberty to select Option 1 or 2nd option.

2nd Optional SCOPE OF WORK

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

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

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

Note:

1. Financial Bid is to be submitted on this format only. The bid of bidder not following this format or submitting bid in any other shape shall be rejected forthwith.
2. For 2nd Option there is no need to submit the 2 % earnest money. Only attach 2% bid money for the option No. 1.
3. GST amount be mentioned separately.