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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

- NAME OF THE ORGANIZATION/DEPTT.: Overseas Pakistanis Foundation
- FEDERAL / PROVINCIAL GOVT.: Federal Government
- TITLE OF CONTRACT: Year-round operation / maintenance of HVAC System installed in OPF Head Office Building, ISB
- TENDER NUMBER: OPF-1139
- BRIEF DESCRIPTION OF CONTRACT: OPF intends to invite sealed bids from well reputed Income Tax / GST (Registered) firms who are also registered with Pakistan Engineering Council (PEC) under specialization category ME01 (HVAC) under single stage – two envelopes method for year-round operation / maintenance of HVAC system installed at OPF Head Office Building, ISB.
- TENDER VALUE: 1,496,400
- ENGINEER'S ESTIMATE: N/A
- ESTIMATED COMPLETION PERIOD: N/A
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes
- ADVERTISEMENT:
 - (i) PPRA Website: Yes (PPRA's Tender No. 163447 dated 31.05.2022)
 - (ii) News Papers: No
- TENDER OPENED ON (DATE & TIME): 14.06.2022 12:00 PM (Technical Proposals), 25.07.2022 02:30 PM (Financial Proposals)
- NATURE OF PURCHASE: Local
- EXTENSION IN DUE DATE (If any): No
- NUMBER OF TENDER DOCUMENTS SOLD: Four
 - M/s M.A Engineering Services Intl.,
 - M/s Sisko Technical Services
 - M/s Master Cool Engineering
 - M/s Gakkhar Engineering Services
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes (Annex-I)
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes (Annex-II)
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE N.A.

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- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. ✓
 - c) TWO STAGE BIDDING PROCEDURE. N.A.
 - d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE. N.A.

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.): N/A

- WHO IS THE APPROVING AUTHORITY: Managing Director, OPF

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: N/A

➤ NUMBER OF BIDS RECEIVED: One

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: Yes

➤ WHETHER INTEGRITY PACT WAS SIGNED: No (Applicable only on contracts worth Rs. 10 million or more)

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PUBLIC PROCUREMENT REGULATORY
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CONTRACT AWARD PROFORMA – II

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **One**
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: **M/s M.A Engineering Services Intl., 391-C Block, OPF Society, Lahore**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT: **1st Most advantageous bid**
- NEED ANALYSIS (Why the procurement was necessary?): **Hiring of Contractor was necessary for routine operation & maintenance of HVAC System**
- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe): **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **Yes**
- DATE OF CONTRACT SIGNING: **06.09.2022 (Annex-III)**
(Attach a copy of agreement)
- CONTRACT AWARD PRICE: **Rs. 1,496,000/- per year**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS: **N/A (Single Bidder)**
- ANY COMPLAINTS RECEIVED: **No**
- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS: **No**
- DEVIATION FROM QUALIFICATION CRITERIA: **No**
- SPECIAL CONDITIONS, IF Any: **N/A**

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to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Director (Admin), OPF Head Office, Islamabad in writing or by email. OPF will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids.

5. Amendment in Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, OPF may modify the bidding documents by amendment.
- 5.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, OPF, at its discretion, may extend the deadline for the submission of bids.

Preparation and Submission of Bids

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and OPF shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in the same language.

7. Preparation & Submission of Bids

- 7.1 Bidders shall submit a bid comprising a single package containing two separate sealed envelopes, one containing "Financial Proposal" while the other containing "Technical Proposal".
- 7.2 The outer envelope shall bear the title of the procurement whereas the inner envelopes shall be marked as "Financial Proposal" and "Technical Proposal" in bold and legible letters to avoid confusion.

8. Documents to be provided

- 8.1 The bidders are required to attach the following documents with the "Technical Proposal": -
- Income Tax and Sales Tax Registration Certificates of the firm.
 - Proof showing date of establishment of the firm. The firm must be at least 5 years old.

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Assistant Director (Admin)
Date: _____

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- c. Certificate of firm's registration with Pakistan Engineering Council under specialization category 'ME01' (HVAC).
 - d. Certificate of Engineer's registration with Pakistan Engineering Council (Electrical / Mechanical).
 - e. Declaration from the bidder on Stamp Paper that it has not been black listed by any government / semi-government department from participating in the bidding process.
 - f. Company Profile alongwith qualifications & relevant experience of the technical staff.
 - g. Proof that the bidder has carried out at least three contracts of similar nature in different government / semi-government departments. Satisfactory performance reports from the client organizations in this regard shall be required.
 - h. Accounts Statement of last 6 six months (December, 2021 to May, 2022) having minimum turnover of Rs. 2 million justifying bidder's financial strength to undertake the project.


8.2 The following documents to be attached with the 'Financial Proposal': -

- a. Bid Submission Form as per format specified in these bidding documents, printed on the letterhead the firm, duly filled with authorized signatures and seal of the firm.
- b. Schedule of Prices as per format set in these bidding documents, printed on the letterhead of the firm, duly filled in by the bidder alongwith authorized signatures and seal of the firm.
- c. Earnest Money / Bid Security amounting to Rs. 30,000/- in shape of Pay Order / Bank Draft in favour of Overseas Pakistanis Foundation (OPF), Islamabad.

9. **Earnest Money / Bid Security**

- 9.1 The Bid Security is required to protect OPF against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 9.5.
- 9.2 The bid security should be valid for at least thirty (30) days beyond the validity of bid.
- 9.3 Bid Security of unsuccessful bidders' will be discharged or returned as promptly as possible after the announcement of Bid Evaluation Report (Final).
- 9.4 The successful Bidder's bid security will be retained and discharged after the completion of the agreement period.
- 9.5 The bid security may be forfeited:
 - a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b. In case of a successful Bidder, if the Bidder fails to sign the contract at the quoted rates during the period of bid validity.

10. **Deadline for Submission of Bids**


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 Assistant Director (Admin)
 Date: _____

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Opening and Evaluation of Bids

15. Opening of the Bids

- 15.1 Bids received within the prescribed deadline will be opened in the presence of bidders' representatives who choose to attend, at 1200 hours on the day of deadline for submission of bids.

16. Technical Evaluation of Bids

- 16.1 Initially, OPF will examine the Technical Bid to confirm whether all the documents have been provided in accordance with the ITB Clause 8, and to determine the completeness and substantive responsiveness of each document submitted.
- 16.2 OPF shall notify Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive.

17. Bid Evaluation Report (Technical)

- 17.1 As per Rule 35 of Public Procurement Rules, 2004, Bid Evaluation Report of technical evaluation shall be announced before opening the financial proposals.

18. Financial Evaluation of Bids

- 18.1 After completing the Technical Evaluation and announcement of technical evaluation report, OPF shall fix a date and time for opening of the financial proposals of technically eligible firms.
- 18.2 On the announced/informed date and time, the Financial Proposals of the technically eligible firms' shall be opened.
- 18.3 During evaluation of Technical and/or financial bids, OPF may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 18.4 The bid found substantially responsive, meeting the specifications / requirements of OPF as well as lowest in cost shall be declared the most advantageous bid and selected for award of contract.

19. Bid Evaluation Criteria

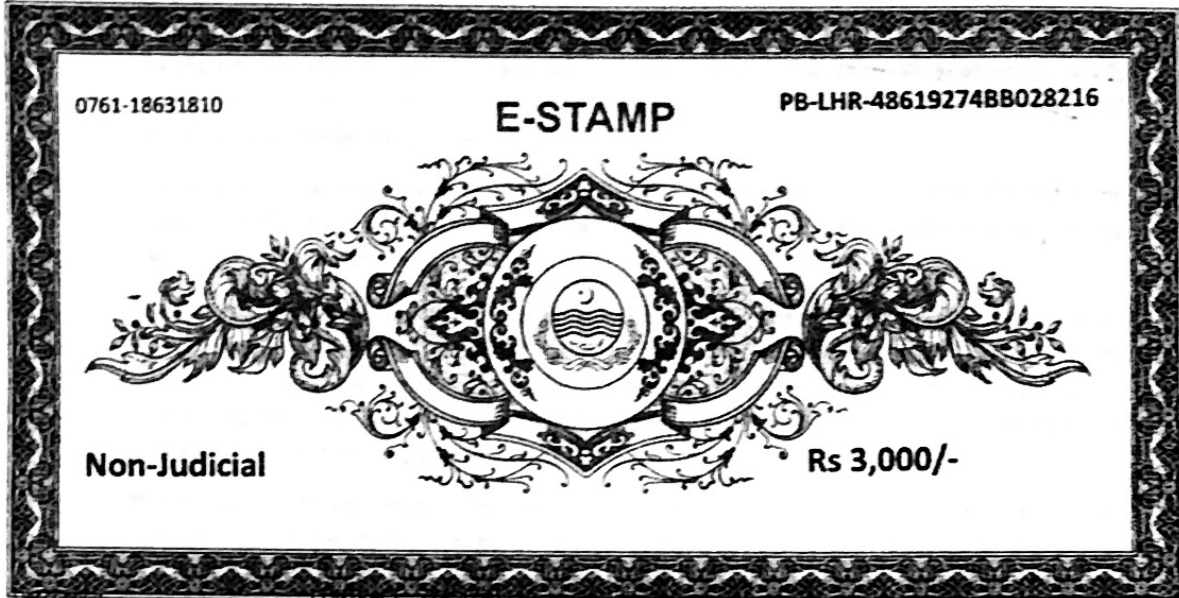
- 19.1 Bidders meeting the eligibility criteria defined in ITB Clause 1, whose bid is found substantially responsive bid in accordance with ITB Clause 8 and compliant to the technical requirements of OPF, will be evaluated on least cost basis and the firm(s) quoting the lowest rates for entire year shall be awarded the Contract initially for one year.

20. Bid Evaluation Report (Final)

M. FAIZAN MUSTAFA
Assistant Director (Admin)
Date: _____

[Signature]

[Signature]



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First Party	: Shahid Zaman [37405-0513544-3]
Second Party	: Ahsan Azeem [34501-1938974-3]
Agent	: Waleed rasheed [31104-1250594-5]
Stamp Duty Paid by	: Ahsan Azeem [34501-1938974-3]
Issue Date	: 02-Sep-2022, 11:18:12 AM
Paid Through Challan	: 2022FDA5397DDD27
Amount in Words	: Three Thousand Rupees Only

Please Write Below This Line

FORM OF CONTRACT AGREEMENT

This OPERATION AND MAINTENANCE AGREEMENT (hereinafter called the 'Agreement') is made and entered into the 06 day of Sep (month) 2022 (year) by and between [Overseas Pakistanis Foundation] (hereinafter called the 'Company'), and [M/s M.A Engineering Services International] represented by Ahsan Azeem proprietor / authorized representative, with its principal office at 391 Block-C, OP7 Society Lahore (hereinafter called the 'Contractor').

WHEREAS the Company owns a Heating Ventilation and Air Conditioning plant and ancillary equipment (hereinafter referred to as 'HVAC System') installed at its Head Office Building located at Shahrah-e-Jamhuriat, G-5/2, Islamabad and desires to contract for operation and maintenance of the HVAC System.

WHEREAS, the Contractor provides Operation and Maintenance Services and has agreed to provide those services for the HVAC System of the Company at monthly payment (hereinafter referred to as 'Agreed Price') and as per terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR VALID CONSIDERATION THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE AMONST THEMSELVES AS FOLLOWS: -

1. The Contractor shall operate and maintain HVAC System at the Agreed Price amounting to Rs. 1,496,400/- per year (Rs. 124,700/- per month) during normal office hours (i.e. from 0800 to 1600 hours) on all working days and overtime after normal working hours and/or holidays when required. The Contractor shall be responsible for maintaining the correct / desirable temperature during working hours daily. The Contractor may need to start the plant at earlier hours to maintain



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proper temperature at 08:00 AM. The Contractor may keep such fact in mind that no additional benefits will be allowed for overtime.

2. The Agreement shall initially be valid for (01) year commencing from 1st September, 2022, extendable yearly and on 10% increase in Agreed Price after every two years. Maximum length of the Agreement will be Five (05) years.
3. No escalation in Agreed Price shall be payable to the Contractor except which is mentioned in the Agreement. The Agreed Price shall be inclusive of all increases in rates / wages of labour till the completion of the Agreement.
4. The Contractor shall deposit an amount equivalent to 10% of the quoted amount for entire year, as Security Deposit till completion of the Agreement. The Company shall return the Security Deposit to the Contractor on successful completion of the Agreement after deducting any damages to the HVAC System caused due to negligence of the staff deputed by the Contractor or any malafide intent of the Contractor.
5. The Company shall reserve the right to terminate the Agreement at any time due to unsatisfactory performance of the Contractor by giving one month notice to the Contractor. In case of termination of the contract, any damage caused to the equipment due to negligence of the Contractor will be recovered from the Security Deposit of the Contractor.
6. The Contractor will depute the following staff for operation / maintenance of the HVAC System: -
 - i. 01 x HVAC Engineer (Electrical / Mechanical) having valid registration with Pakistan Engineering Council (PEC) and at least 5 years' experience in operation & maintenance of HVAC Systems.
 - ii. 01 x Supervisor (Fully Skilled and conversant with the required work).
 - iii. 02 x Semi-skilled workers.
7. The Contractor shall submit names and qualifications of the Engineer, supervisory and maintenance staff which is proposed to be employed and having distribution of work for each member of the staff. In case of change of any staff member, the Contractor shall report the Company in writing. Deputed staff must have the required qualifications / experience as mentioned in the above clause. Moreover, all the staff deputed by the Contractor must be fully vaccinated for Covid-19. Vaccination Certificates will have to be submitted to the Company in this regard.
8. The Contractor shall ensure payment of its deputed staff according to minimum wages specified by the Government of Pakistan and that monthly salaries are timely disbursed to the employed staff. The Company can ask the Contractor to submit details of salaries being paid to the deputed staff and reserves the right to issue notice to the Contractor or even terminate the Agreement in case of non-compliance of this clause.
9. The Contractor shall submit a list of tools and equipment suitable and sufficient to meet day-to-day requirement for operation and maintenance of the HVAC System. Supply of cotton waste, normal lubricants and grease for maintenance of all equipment will be the responsibility of the Contractor and no extra payment will be made to the Contractor for these items.
10. The Company shall provide all material i.e. chemicals, necessary spares, electricity, gas, fuel & water for maintenance of the HVAC System.
11. The Company shall provide a suitable office room with necessary telephone facilities near or in the HVAC System.
12. Authorized agent / engineer of the Contractor shall remain available at the site during office hours for meetings. The Contractor shall notify OPF the addresses, telephone contact number of its agent / engineer to meet any emergency situation.

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E-STAMP
DECLARATION SHEET

13. The orders given to the Contractor's agent verbally or in writing at site shall be considered to have same force as if they had been given to the Contractor.
14. The measurements for rectification of defects & replacement of parts etc. shall be decided by the OFF. Major overhauling of any major breakdown will be done by the lowest bidder.
15. Cost of major breakdown shall be paid to the Contractor provided that it is not due to any fault of the staff / engineer deputed by the Contractor. If it is found that any property including machinery, system & structure of the building is damaged, defaced or disturbed, the Contractor will be responsible for repair / replacement of the parts at their own cost within a minimum possible time, failing which the loss will be recovered from the firm with penalty.
16. The Contractor will be bound to provide its services with regard to smooth functioning of the HVAC System after office hours if officers / officials of the Company are sitting in the office. Further, in case the Company's Head Office is operational in gazette holidays including weekly holidays, the Contractor will also ensure availability of its technical staff on call.
17. Daily attendance of staff deputed on this job will be evaluated through Biometric Attendance System installed at OPF Head Office, G-5/2, Islamabad or manually.
18. The Contractor shall execute the maintenance & operation work of the HVAC System in accordance with the standard specifications laid down in operation / maintenance manuals of the respective manufacturers & as per instructions of the Company.
19. Cost of major breakdown shall be recovered from the Contractor if it necessitated due to any fault or negligence of the staff / engineer deputed by the Contractor. If it is found that any property including machinery, system & structure of the building is damaged, defaced or disturbed, the Contractor will be responsible to make good / replace at their own cost within a week's time, failing which the loss will be recovered from the firm with penalty.
20. The Agreed Price will be inclusive of all taxes. No extra payment on account of taxes will be made.
21. In case of any dispute in the Contract, the case will be put up to the Managing Director of the Company for arbitration / final decision.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed on the day, month and year first written in accordance with their respective laws.

FOR & ON BEHALF OF THE COMPANY

Signature: _____

Shahid Zaman

SHAHID ZAMAN
Director (Admin)

Name: _____

Overseas Pakistanis Foundation
Ministry of Overseas Pakistanis & HR
Government of Pakistan, Islamabad

Designation: _____

CNIC No: 37405-057354-3

Witness 1:

Signature: _____

M. Amin Akhtar A.D. (Admin)

Name: M. Amin Akhtar A.D. (Admin)

Assistant Director (Admin)
Overseas Pakistanis Foundation
Government of Pakistan
Islamabad

CNIC No: 37405-518277-9

MUHAMMAD AMIN AKHTAR
Assistant Director (Admin)
Overseas Pakistanis Foundation
Government of Pakistan
Islamabad

FOR & ON BEHALF OF THE CONTRACTOR

Signature: _____



Name: Ahsan Azeem

Ahsan Azeem

Designation: Director

Ahsan Azeem

CNIC No: 34501-1938974-3

Witness 2:

Signature: _____

M. Shaban

Name: M. Shaban



CNIC No: 34601-7061179-1