

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

Tender No.PTA/Z/O(SKR)/64/2022/

# INVITATION TO BID

# For Hiring of Janitorial Services at PTA Zonal Office, Sukkur

Pakistan Telecommunication Authority, the telecom regulator, invites sealed bids from well reputed business entities i.e. Companies, Firms, Individuals etc engaged in providing the janitorial services, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) for Hiring of Janitorial Services for its Zonal Office, Sukkur. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (https://eprocure.gov.pk). The electronic bids must be submitted by using EPADS on or before 8<sup>th</sup> April, 2025 by 10:30 AM. Manual bids, shall not be accepted. Electronic Technical bids will be opened on the same day electronically at 11:00 AM. This advertisement is available on PPRA website at www.ppra.org.pk.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at https://eprocure.gov.pk and on www.pta.gov.pk.

# ZAWAR UL HASSAN Zonal Director



PTA Zonal Office, Bungalow No. A-146, Sindhi Cooperative Housing Society, Airport Road, Sukkur Ph: 071-9311152 Fax: 071-9311153 Email: zawar@pta.gov.pk



# Government of Pakistan PAKISTAN TELECOMMUNICATION AUTHORITY Zonal Office, Bungalow No. A-146, Sindhi Cooperative Housing Society, Airport Road, Sukkur <u>http://www.pla.gov.pk</u> Ph: 071-9311152 Fax: 071-9311153

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No.PTA/Z/O(SKR)/64/2022/

Dated: March, 2025

# Invitation to Bid For Hiring of Janitorial Services at PTA Zonal Office, Sukkur

 Pakistan Telecommunication Authority, the telecom regulator, invites sealed bids from well reputed business entities i.e. Companies, Firms, Individuals etc engaged in providing the janitorial services, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) for Hiring of Janitorial Services for its Zonal Office, Sukkur.

 E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (https://eprocure.gov.pk).
 The electronic bids must be submitted by using EPADS on or before 8th April, 2025 by 10:30 AM. Manual bids, shall not be accepted. Electronic Technical bids will be opened on the same day electronically at 1100hrs. This advertisement is available on PPRA website at <u>www.ppra.org.pk</u>.

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ZAWAR UL HASSAN Zonal Director Pakistan Telecommunication Authority Zonal Office, Bungalow No. A-146, Sindhi Cooperative Housing Society, Airport Road, Sukkur Ph: 071-9311152 Fax: 071-9311153 Email: <u>zawar@pta.gov.pk</u>

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Zawar-ui-Hassan Zonal Director Government of Pakistan Pakistan Telecommunication Authorn-Zonal Office Sukkur

## BIDDING DOCUMENTS Hiring of Janitorial Services at PTA Zonal Office.

 Pakistan Telecommunication Authority (PTA), Zonal Office Sukkur invites electronic bids from well reputed, experienced business entities like Companies/firms, individuals etc registered with Income Tax/Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue/ Sindh Revenue Board (Sindh) for provision of Janitorial services to PTA Zonal Office Sukkur for a period of three (03) years as per detail given below: -

Sr. No	Description	Amount for 1st year of Contract		Amount for 2nd year of Contract		Amount for 3rd year of Contract		Grand Total
i.	Provision of Janitorial services of 2x Janitors along with cleaning Material at PTA Zonal Office, Sukkur "Annexure- <b>A</b> "	Per month	Per year	Per month	Per year	Per month	Per year	
ii.	Tax (GST/SST)							
	Grand Total							

 The services will be hired according to PPRA Single Stage - Two Envelop Procedure [ref rule 36(b) of PP Rules 2004] are enumerated below: -

- The bid shall be submitted through E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website. All interested bidders must register themselves on PPRA website in e-PADS as suppliers for submitting their bids. The detailed procedure for submission of bids is available at PPRA website i.e. epronotifl.pdf (ppra.org.pk).
- The bids, prepared in accordance with the instructions in the bidding documents, must be submitted through PPRA EPADS only on or before 8th April, 2025 by 10:30 AM.
- Technical Bids will be opened on the same day on PPRA EPADS at 11:00 AM. The bidders may physically participate in the opening session of Bids.



- iv. As per PPRA rule 25, Bidders will be required to submit Rs. 100,000/- as Bid Security along with technical bid in the shape of Pay Order/Banker's Cheque only in the name of Pakistan Telecommunication Authority must reach this office on or before of the closing date by 1030 hours (bid security in the shape of cheque shall not be entertained).
- v. After the announcement of technical evaluation report, PTA Zonal Office Sukkur shall, at a time within the bid validity period, publically open financial proposals of the technically accepted bids only at a time, date and venue announced and communicated to the bidders in advance.
- vi. PTA Zonal Office, Sukkur shall evaluate the technical proposal first without reference to the price and may reject any proposal which does not conform to the specified requirements.
- vii. During the technical evaluation no amendments in the documents shall be permitted.
- viii. Financial bids will be opened and evaluated only of those bidders who will obtain 70% marks in technical evaluation.
- ix. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders;
- The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders.
- xi. The bid found to be the most advantageous bid shall be accepted. It means that the bidders, which have qualified in the technical evaluation and found substantially responsive to the terms and conditions as set out in these bidding documents, will become at par and the bidder who has quoted the lowest financial bid i.e. the most advantageous bid will be eligible for award of the Contract.
- xii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- xiii. If two bidders quoted equal financial bids, then the bidder who has obtained the higher marks in technical evaluation will be eligible for award of contract.
- xiv. 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.

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- xv. In case of withdrawal of the bid by a bidder prior to the deadline for the submission of bids, the Bid Security shall be forfeited.
- xvi. In case of withdrawal of the bid by a bidder after the deadline for the submission of bids and during the period of bid validity or any extension thereto provided by the bidder, the Bid Security shall be forfeited.
- xvii. Bid security of successful bidder will be returned/ discharged upon the bidder signing the contract or furnishing the performance security (or guarantee).
- xviii. Failure of the successful Bidder to comply with the requirement of submission of Performance Guarantee, as stated above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in such event, PTA may award the contract to the next ranked Bidder or call for new Bids or any other action as deemed appropriate by the PTA.
- Any changes/ revision in sales tax by Government of Sindh shall be adjusted/ accepted by both the parties as per law and payment will be made to the contractor accordingly.
- The successful bidder, will be required to deposit a "Performance Guarantee" equivalent to 6%
  of the amount of total value of contract in accordance with Rule 39 of PP Rules, 2004 through a
  Bankers Cheque issued from any scheduled bank in favor of PTA within one week of award of
  Contract/Agreement.
- 4. The Bid Security of the successful bidder/ contractor will be adjusted against the Performance Guarantee. If the contractor fails to deposit Performance Guarantee within one week of awarding of the Contract/Agreement, the same shall stand cancelled and the bid security shall be forfeited.
- Bid security of un-successful bidder will be returned on award of contract by PTA to successful bidder.
- 6. Affidavit on non-judicial stamp paper duly attested by the notary public that the bidder has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company and the contractor is not involved in any kind of litigation/arbitration etc. will also be provided by the bidder with technical proposal.
- 7. Tax will be deducted at source as per Govt. of Pakistan (GoP) & Govt. of Sindh (GoS)

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applicable rules.

- 8. Bids validity period shall be 90 days from the opening of Technical bids.
- 9. The bidder should be registered with Tax authorities (i.e. Income Tax from Federal Board of Revenue (FBR) and Sindh Sales Tax (SST) from Sindh Revenue Board (SRB) and having name on active taxpayer list (ATL). Registration Number should be clearly mentioned and valid documentary evidence be attached.
- Safety of its employees from injury will be responsibility of the janitorial Service providing Contractor.
- The Successful bidder will be required to enter into a formal contract/agreement provided by PTA which shall be executed on stamp paper with value of applicable duty and duly attested by notary public.
- 12. Contract period will be three years' subject to satisfactory performance of the Contractor.
- The Successful Bidder/Contractor will commence work as per agreement between both parties.
- Each page of the Bid documents should have been numbered, signed and stamped by the bidder.
- All material to be used for cleaning purpose detail provided at Annex-A will be checked and approved by the Zonal Director/Officer In-charge before commissioning of job.
- The Successful Bidder/Contractor will work under the supervision of Zonal Director/Officer In-charge.
- In case of any dispute or conflict between Contractor and PTA Zonal Office, the case will be referred to Director Admin HQs. However, the Contractor will have the right to appeal to Chairman PTA.
- 18. In-complete bids will be rejected forthwith.
- The Successful Bidder/Contractor will only employ those persons who are adult (Above the 18 years of age and below the 60 years of age), mentally and physically fit for the job.
- 20. The employees of Contractor /Janitorial Service Provider will wear a uniform duly approved by Zonal Director/Officer In-charge with identification card showing their names and Contractor's business entity name duly signed by the Contractor's Manger in Premises of Zonal Office.
- 21. Fair wages rule be adopted as per instructions of Government of Sindh. No employee of the Contractor working in Zonal Office will be paid the wages less than the minimum wage prescribed/notified by Government of Sindh from time to time.
- 22. Payment shall be made on monthly basis at quoted rates after submission of invoice by the

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- PTA Zonal Office Sukkur reserves the right to accept or reject the bids as per PP Rules, 2004.
- 24. Interested entities engaged in providing the janitorial services may submit their proposals as per above instructions, Scope of services (Annex-A), Technical Proposal along with filled Performa (Annex -B) and Financial bid (Annex-C) to the undersigned.

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Zonal Director Pakistan Telecommunication Authority Zonal Office, Bungalow No. A-146, Sindhi Cooperative Housing Society, Airport Road, Sukkur Ph: 071-9311152 Fax: 071-9311153

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#### Annexure- A

#### SCOPE OF WORK/SERVICES

Following Services will be provided by Janitorial contractor on daily basis and on special occasions if needed.

#### Staff Required

2 Persons (on monthly basis - eight hours basis + on special occasion)

# Area / Building

 PTA Zonal Office Building (Basement + Ground + First Floor + Top Roof Parking Area + PTA Office Premises + Outside Area)

# Services to be Provided

# ONCE DAILY

- Spotless cleaning of all rooms of the building, stores, halls and parking area, footpaths, conference room, staff rooms and kitchen, Reception Area of office building, Corridors, Staircases. Vacuum and spot cleaning of all carpets etc.
- Sweeping/brooming of area in front and behind of PTA Zonal Office Building (within PTA premises)
- Removal of all fingerprints, dirt, etc. from all glasses, doors and light switches.
- Empty all waste paper bins and other trash containers, disposal of all litter / garbage / debris
  from entire covered and open building premises and then dispose them off.
- Washing of all mirrors, dispensers, faucets, flush tanks etc. with non- scratch disinfection cleaners, wipe and dry all sinks.
- Washing of all toilets and sinks with disinfection material.
- Provision of clean towels in washrooms every week and on special occasions.
- Cleaning and dusting of all interiors and exteriors of the building, which are under the use
  including false ceiling of floors, staircases and other metal items.

# TWICE AT LEAST (Daily) & On REQUIREMENT

- Cleaning, Sweeping and mopping with disinfection material
  - Corridors, Stairs, Waiting area in office building.
  - Cleaning of toilets with branded disinfection material and provision of phenyl balls in basins.
  - Emergency cleaning whenever required.
  - Spraying of air fresheners in corridors.

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# WEEKLY SERVICES

- Cleaning and washing of external area of Zonal Office Building that is in front and back of building.
- Removal of Spider webs from offices & building.
- Cleaning of external windows.
- Dusting of fans.
- Dusting of walls and Cleaning of roof tops of building.

# BI-ANNUAL SERVICES

- Cleaning of External windows of PTA Zonal Office building twice a year as per satisfaction of Zonal Director / Officer In-charge. Vendor will follow all safety standards and precautionary measures for safety workers.
- · Any other special cleaning required and directed by PTA Zonal Director / Officer In-charge.

# GENERAL INSTRUCTIONS

- Contractor will provide liquid soap (Lux / Safeguard), towels of (Bath Size) (export/best quality), tissue rolls (Rose Petal Soft) and other toilet accessories including air freshener tablets & phenol balls in washbasins etc. as per requirement tabulated below in the toilets/floors of the PTA Zonal Office building. The quality these fast-consuming products shall be on the discretion of Zonal Office and contractor will ensure regular availability.
- Janitors will wear proper uniform with identification card showing their names and Contractor's business entity name duly signed by Manager of the business entity during duty in office premises.
- Contractor's will only employ persons having good understanding of cleanliness and who
  are adult (Above the 18 years of age and below the 60 years of age), mentally and physically fit
  for the job.
- The Contractor will provide a cleaning trolleys (01 No.) Antilitter carrying trolleys (01 No.) to janitors for floors which will be equipped with all required material used for cleaning etc.
- Following are the minimum requirement of monthly cleaning material and shall be raised Authorized Signature & Company Seal

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on the basis of actual consumptions:

Sr. No.	Item	Quantity
1.	Lux / Safeguard Soap (Medium Size)	10 pieces
2.	Towels (1.5'x2') white exports quality	Provision of 5 towels (clean) daily for office building
3.	Tissue Rolls (Rose Petal Soft)	15 pieces
4.	Air Fresher Tablets	6 pieces
5.	Mothballed (Kafoor ki Goliyan)	1/2 KG
6.	Phenol Balls in wash basins	6 Pockets
7.	Disinfection of Cleaning material (Sweep, Tiles Cleaner, Glint, etc.) to be used in washrooms, floors, offices, outer premises etc	
8.	Brooms, Mops, Glass/Floor cleaner vipers & brushes, web removers, Gutter Brush & other equipment to be used	As per requirement and good quality to be used.
9.	Lu blue in Toilet Cisterns	To be provided in 9xwashrooms on consumption of old one).
10.	Morteen Spray (mosquito killer)	4 every month.
11.	Surf	1/2 KG three packets
12.	Harpic (Large Size)	4 Bottles
13.	Dettole, Acid Liquid (Large Size)	4 Bottles
14.	Phenyl (Finis)	6 Litters
15.	Dustbin Plastic Bag	1/2 KG
16.	Empty Bottle	2 Pieces
17.	Washroom Brush	3 Pieces
18.	Plastic Water Bucket (Balti)	2 Pieces
19.	Master Dusters	6 Pieces
20.	Cloth Duster	6 Pieces
21.	Belcha	2 Pieces

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Annexure-B

# TECHNICAL PROPOSAL

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S. No	Required Information	Response
1.	Legal Name of the Business Entity	
2.	Year of Registration / Establishment of the Business Entity	
3.	National Tax Number (NTN)	
4.	Sindh Sales Tax Number	
5.	Legal status of Business Entity a. Public Ltd. Company b. Private Ltd. Company c. Firm d. Individual / Proprietorship e. Any Others (please specify) (Attach Copy/Copies of Registration Certificate(s)	
6.	Name & Designation of Head of Business Entity	
7.	Mobile No.	
8.	Phone No.	
9.	Email.	
10.	Address	

# Mandatory Requirements for Eligibility

S. No	Mandatory Requirements	Attach Supporting Documents/Proof an mark Yes/No		
		YES	No	
1.	Certificate of the Registration of the Business Entity with Tax Authority(s) i.e. FBR , SECP, etc.			
2.	Active Taxpayer List (ATL) of Federal Board of Revenue (FBR)			
3.	Active status on Sindh Revenue Board (SRB) For SST			
4.	Certificate of Registration with Employees Old-Age Benefits Institution (EOBI)			
5.	Certificate of Registration with Sindh Employees Social Security Institution (SESSI)			

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6.	Minimum 03 years working experience (To be reckoned from the copy of oldest agreement)	
7.	At least 02 similar assignments in hand (enclose copy of agreements for verification)	
8.	Affidavit on Non-Judicial Stamp Paper to the effect that the bidder organization has not been blacklisted by any government/semi government/autonomous body/ Hospital / Banks / Universities and the contractor is not involved in any kind of litigation / arbitration etc.	
9.	Submission of <b>Bid Security of Rs. 100,000/-</b> along with technical proposal (Scanned copy must attached with Technical Bid on EPADS)	
10.	List of Major Clients	

Note: Non-fulfilling any of the mandatory requirements shall result into disqualification of the bid.

# **Technical Evaluation Criteria**

Sr. #	Criteria	Marks		
1	Experience: (with documentary evidence i.e. work award/ agreement/ completion certificate etc.) 04 marks per year for the experience over and above than experience required as mandatory of 03 years	20		
2	Good Performance Certificate (provided by previous clients): 04 marks per certificate from different clients (Enclose certificates)	20		
3	Copies of similar agreements currently in hand:			
4	Major Clients: (Provide Work order/agreements copies) Government Deptts./Regulatory Authorities/ Corporate / Multinationals /Hospitals/Banks/ Universities (4 marks per client for agreements other than mandatory required )	20		
5	Monthly credit transaction in business Bank Account for last six months			
6	Regular Tax Return Filer as Active Tax Payer (enclose Income Tax returns filed with FBR for last 5 years (2 Marks per year)	10		
7	Total	100		

Note: Minimum points for qualifying for Technical evaluation will be 70%.



#### Annexure- C

Sr. No	Description	Amount year of C		Amount f		Amount year of C		Grand Total
i.	Provision of Janitorial services of 2x Janitors along with cleaning Material at PTA Zonal Office, Sukkur "Annexure- <b>A</b> "	Per month	Per year	Per month	Per year	Per month	Per year	
ii.	Tax (GST/SST) Grand Total							

#### Breakup of Bid Price per 2xJanitors along with Cost of Material per Month

# Amount (in PKR)

S#	Description	1 <sup>st</sup> Year of	2 <sup>nd</sup> Year of	3rd Year of contract
1.	Salary (not less than minimum wage	contract	contract	conner
	approved by Govt. of Sindh for FY 2024- 25) for 2x Janitors/workers			
2.	Mandatory EOBI Contribution along with relevant rule position/Govt. notification			
3.	Sindh Employee Social Security Institution (ESSI) Contribution along with relevant rule position/Govt. notification			
4.	Material cost as per detail provided at Annex-A "Scope of Work/Services			
5.				
6.	Sales Tax (Rate & Amount) @%			
	Total			

#### Notes:

1. The amount of minimum wage fixed by Govt. of Sindh for FY 2024-25 and for subsequent years of the contract and all other mandatory contributions fixed by relevant authorities of Sindh/Pakistan shall be applicable and will be the sole responsibility of the successful bidder/contractor, therefore, bidder may quote financial bid accordingly as no any subsequent change or any request by the successful bidder/contractor shall be accepted by the procuring agency during the term of contract and payment will only be made to the contractor in accordance with the contract agreement.

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- 2. As per PPRA rule 25, attach Rs. 100,000/- in shape of Banker's Cheque/Pay Order as bid Security along with Technical Bid in scanned version through EPADS and original will be provided on or before closing time of bid. In case of non-attachment of copy of Pay Order/Bankers Cheque with Technical Bid on EPADs as well as non-submission of original Banker's Cheque/Pay Order at PTA Zonal Office, Sukkur shall disqualify the bidders from bidding process.
- All columns of the Financial Proposal shall be filled. In case of inapplicability of any amount, "N/A" may be mentioned in the column.
- Copy of notification for minimum wages for 2024-25 issued by Govt of Pakistan/Sindh must be attached in support of mentioning the minimum wage rate by Govt. of Sindh.



## SERVICE AGREEMENT

#### (FOR JANITORIAL SERVICES)

This Service Agreement (the "Agreement") for provision of janitorial services is made at \_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024,

#### By and between

Pakistan Telecommunication Authority, a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principal office at PTA H/Q, F-5/1, Islamabad and its Zonal Office, at Bungalow No. A-146, Sindhi Cooperative Housing Society, Airport Road, Sukkur through Zonal Director or Officer In-charge, Sukkur (herein after referred to as the "PTA" which expression shall, where the context so permits, include its administrators or assigns) of the One Part; and;

M/s through						
bearing	CNIC	No	having	its	registered	office (here

inafter referred as the "Contractor "which expression where the context so permits shall include its successors, administrator and permitted assigns) of the Other Part.

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

#### WHEREAS,

- PTA is desirous to acquire the janitorial services for cleaning building floors including common areas whether in use or vacant by sweeping, mopping, scrubbing, or vacuuming them, gather and empty trash and more as prescribed in Scope of Work/Services attached as Annexure-A of Bid documents. (hereinafter referred to as "Services") of its Zonal office Sukkur, (hereinafter referred to as "Premises") in accordance with the terms of this Agreement;
- The Contractor is being engaged in providing such type of Services and has agreed to provide these services in PTA Premises on the terms and subject to conditions as set forth hereunder.
- 3. The Contractor represents that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals which are/or may be required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite Services to PTA Premises 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



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requisite expertise and experience in this regard.

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

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

### 1. Scope of Agreement

Subject to terms and conditions of this Agreement the Contractor agrees to provide the Services to PTA as per Annexure-A of Bid documents which shall be integral part of this agreement.

2. Deliverables The Contractor will arrange Consumable items, Vacuum Cleaner, Floor Cleaning machine and necessary equipment for cleaning of the stairs, floor, exterior walls, windows, ground etc. of the building.

3. Medical Fitness Contractor will only employ those persons who are adult (Above the 18 years of age and below the 60 years of age) having valid CNIC of Pakistan. The Contractor shall ensure that all the janitors/workers hired are mentally and physically fit for the job and have no communicable disease and are healthy in all respect to perform the job.

# 4. TERMS AND TERMINATION

- 4.1 The Initial Term of the Agreement shall be for three (03) years commencing from (date/month/year) \_\_\_\_\_\_, 2025 and ending on \_\_\_\_\_\_, 2028 (both days inclusive). This Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the party's.
- 4.2 Notwithstanding anything herein contained PTA 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 PTA is not satisfied with the quality of Services and material being provided by Contractor;
  - b. Without cause, by giving one-month advance written notice to the Contractor.
  - c. In case of such termination, the Contractor shall only be paid for Services actually rendered up to the date of termination, and any advance payment in respect of services not performed or in respect of period falling after the effective date of termination shall be refunded by the Contractor within seven (07) days.
  - d.PTA shall not, because of expiration or termination of this Agreement, be liable to the Contractor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.
  - e. Any major security threats shall be cause for immediate termination of this Agreement by PTA which will be without any prior notice to Contractor.
  - f. The Contractor can terminate this Agreement by giving ninty (90) days advance notice to PTA Zonal office Sukkur.
- 5. Payments and Invoices



It is agreed that PTA shall pay to the Contractor Rs	inclusive	of
all applicable taxes for 1st year + Rs	inclusive	of
all applicable taxes for 2nd year +Rs	inclusive	of
all applicable taxes for 3rd year on account of Services rendered by the	Contractor	in

all applicable taxes for 3rd year on account of Services rendered by the Contractor in accordance with the description contained in Annex-C of Bid documents.

The payment shall be made as procedure in vogue prevalent at the time of payment in PTA to the Contractor for rendering the Services on submission of invoice/Bill having SST invoice on monthly basis duly verified by the Zonal Director or Officer In-charge after deduction of applicable Tax(s) at source as per Government Rules prevalent at the time of payment.

5.1 All payments to be made by PTA to the Contractor shall be subject to such deductions and withholding at source of taxes, duties, charges as provided under the law of the land which shall be to the account of the Contractor.

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

5.3 The Contractor shall be responsible entirely for any kind of tax, duties and charges whether present or future, payable in respect of his staff/workers/janitors 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 during the term of this Agreement can be claimed by the Contractor. No claim in Increase/Escalation in contract amount during the Contract will be entertained except revision in minimum wage rate notified by Govt, of Pakistan / Govt. of Sindh. Accepted by both the parties (i.e. PTA and contractor) and payment will be made accordingly.

5.4 PTA shall not be responsible for any additional payment to the Contractor on any account for whatsoever reasons, including overtime payment.

5.5 The Contractor shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its janitors who shall be deputed for the Services at PTA premises.

5.6 Payment to the Contractor shall be linked with Active Tax payer status. If the company is not in ATL, no payment shall be made until the security company appears on ATL of FBR, failing to which this agreement shall be terminated with immediate effect.

Unsatisfactory Services. 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 consider that such employee/workmen/janitor 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. It is responsibility of the Contractor to ensure the security clearance and character clearance of each person deployed within the premises of PTA.

 Contractual Amount Contractual amount is inclusive of cost of labors duties, taxes surcharges overhead and profit and no claim whatsoever will be determined for any extra



or additional payment in this regard.

- 7. Confidentiality 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 its employees personnel, agents etc. by or behalf of PTA or which otherwise came/come into its/his/their knowledge and relates to PTA or any of its project.
  - 8. ASSIGNMENTS
  - 9. 11.1 This Agreement may not be assigned by the contractor and the contractor shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by PTA Zonal Office Sukkur from time to time, in verbal form and/or in written form.
  - 10. 11.2 The contractor shall not assign or sub-contract any of its duties or rights under this Agreement, including but not limited to any benefit or interest herein or there under, any such assignment or sub-contracting by Janitorial Company shall entitle the PTA Zonal Office Sukkar to terminate this Agreement forthwith.
- 11. Indemnity The Contractor shall indemnify and hold harmless PTA its 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.
- Governing Law The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.
- 13. Dispute all questions, disputes, controversies arising directly or consequent to this Agreement whether during the term of this Agreement or after the termination or expiry of this Agreement except matters, which are the sole discretion of PTA Zonal Office Sukkur under the terms of this Agreement, shall be settled by mutual negotiations. Should such negotiations fail, at the second stage the matter, as specified herein before subject to said exception shall be referred to the Authority of the PTA Zonal Office Sukkur through Director General (Enforcement). In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940.

#### 14. ENTIRE AGREEMENT

This Agreement embodies the entire understanding of the parties hereto on this subject and there are no commitments, terms, conditions or obligation, oral or written, express or implied other than those contained therein. Any variation in this agreement shall be made in writing with the mutual consent of the parties.

15. 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

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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.

- 16. Cost of electricity/water for rendering services shall be borne by the PTA.
- Supervisor of the Contractor will visit PTA premises at least once in a week, also visit premises whenever required by PTA Officer In-charge.
- 18. PTA shall not be liable for any injury/ loss to the staff/worker/janitors of the Contractor during the course of business. The Contractor shall always undertake the Job at his own risk and cost by adopting best safety measures for its employees and will be at its own responsibility that all its staff/employees are insured.
- 19. All cleaning material, equipment tools and other items to carry out the services will be arranged and provided by the Contractor at his own cost. The material used should be of best quality subject to acceptance of PTA, through its acceptance team nominated by Zonal Director / Officer In-charge, Sukkur. List of material is provided below which shall be provided on the basis of actual consumption.

Sr. No.	Item	Quantity
1.	Lux / Safeguard Soap (Medium Size)	10 pieces
2.	Towels (1.5'x2') white exports quality	Provision of 5 towels (clean) daily for office building
3.	Tissue Rolls (Rose Petal Soft)	15 pieces
4.	Air Fresher Tablets	6 pieces
5.	Mothballed (Kafoor ki Goliyan)	1/2 KG
6.	Phenol Balls in wash basins	6 Pockets
7.	Disinfection of Cleaning material (Sweep, Tiles Cleaner, Glint, etc.) to be used in washrooms, floors, offices, outer premises etc	It will be used on daily basis and uninterrupted supply should be made to Janitors for cleaning.
8.	Brooms, Mops, Glass/Floor cleaner vipers & brushes, web removers, Gutter Brush & other equipment to be used	As per requirement and good quality to be used.
9.	Lu blue in Toilet Cisterns	To be provided in 9xwashrooms on consumption of old one).

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10.	Morteen Spray (mosquito killer)	4 every month.
11.	Surf	1/2 KG three packets
12.	Harpic (Large Size)	4 Bottles
13.	Dettole, Acid Liquid (Large Size)	4 Bottles
14.	Phenyl (Finis)	6 Litters
15.	Dustbin Plastic Bag	1/2 KG
16.	Empty Bottle	2 Pieces
17.	Washroom Brush	3 Pieces
18.	Plastic Water Bucket (Balti)	2 Pieces
19.	Master Dusters	6 Pieces
20.	Cloth Duster	6 Pieces
21.	Belcha	2 Pieces

- The contractor will employ at least two persons (Janitors/Cleaners) for cleaning services and the jobs mentioned in this agreement / tender document at no additional cost.
- The Contractor shall before deploying the manpower under this Agreement, provide valid and authentic, security clearance and character certificate of each of its employees/janitors from local police station.
- 22. Fair wages rule shall be adopted as per instructions of Government of Pakistan/Government of Sindh. The Contractor shall pay as per the fair wages rule and notification of Federal Government of Pakistan (Sindh) from time to time. PTA will not entertain any request in this regard for the enhancement of wages during the period of this Agreement.
- All Janitors/staff should be in distinct uniform bearing the name of Contractor i.e.
- 24. An appropriate deduction (as per practice at other offices of PTA) on account of unsatisfactory performance, fewer janitors deployed, shortage/less amount of material provided for cleaning during the period of this Agreement will be made on monthly basis. The deduction amount will be conveyed/calculated by Zonal Director / Officer In-charge, Sukkur while processing the monthly bill (if any).
- 25. The Contractor would be served with a warning notice after imposing the penalties, where in case of persistent in violations like offensive behavior, not adhering the instructions, refusing to take responsibility and non-compliance against telephonic/email/in writing complaints, after Two consecutive warnings on similar content, the additional penalties may be imposed to contractor ranged from 5% to 20% of total monthly payment against each additional warning after first two warnings against similar content or non-compliance against any reported issues, also PTA may terminate this Agreement with immediate effect after Three consecutive warnings against serious violations.
- 26. The Contractor will be responsible for any or all mishap caused by the Janitors/staff.
- Storage Space will be provided within the PTA building premises to the Contractor for storage of required cleaning material and equipment/ machines etc.
- 28. Contractor will provide cleaning trolleys and litter carrying trolleys to janitors for floors

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which will be equipped with all required material used for cleaning etc.

- 29. 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.
- 30. 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.
- 31. Documents includes but is not limited to Bid documents pertaining to general instructions, special stipulations and financial proposal and all other requirements related to the Services under this Agreement and Annexure-A pertaining to scope of Services of Agreement Annexure-B & C pertaining to the details of Bid Documents and its sub- Annexure(s) (if any); forms an integral part of this Agreement and has to be read and construed as such this Agreement.
- 32. This Agreement shall not be interpreted or construed to create an employer-employee relationship, an appointment to the service of PTA or even a promise to be so appointed, an association, joint venture, partnership or special agency between the parties or 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.
- 33. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusives statement of the terms of their agreement with respect to their relationship and all related matters.
- 34. The contractor shall act and shall ensure that its personnel also act in accordance with any instructions that may be given to them by the contractor from time to time, in verbal form and/or in written form.
- 35. 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.
- 36. 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.
- 37. Governing Law The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Government of Pakistan/Sindh.
- 38. Modifications any amendment or modification of this Agreement or additional obligation assumed by any party shall be enforced only after mutual agreement of both the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both the parties. That all consumable items, equipment and instrument used during providing services under this agreement shall in no way bear any liability on PTA whether in terms of money or otherwise.
- 39. The Contractor shall before deploying the manpower under this Agreement, provide Character Certificate (endorsed by local police station )of their each employee to PTA. Copy

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of CNIC be submitted to Zonal Director / Officer In-charge, Sukkur.

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

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

(Mr.\_\_\_\_)

Zonal Director



S/o\_\_\_\_\_

1.

2.\_\_\_\_\_

NIC #\_\_\_\_\_

Address: -

Witness:

Office, Sukkur

For & Behalf of PTA Zonal

