



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

Tender no.18/CW/2024

INVITATION TO BID

Hiring of Preventive Maintenance Services for Cooling Units, UPS and Generator installed at DR Site, Lahore

Pakistan Telecommunication Authority, a Government organization invites sealed bids from reputable companies registered with income tax and sales tax department and also on Active Tax Payer List of Federal Board of Revenue for provision of maintenance services of Comfort Cooling System, 2x UPS 20 KVA (Make Emerson) and 1 x Genset of 65 KVA (make Caterpillar) installed at DR Site, Lahore.

e-Bidding documents as per regulations, containing detailed terms and conditions etc. are available at PTA Zonal Office, Lahore and the office of undersigned. Price of the bidding documents is Rs.500/- (Cash non-refundable). E-Bidding Documents are also available for registered bidders on EPADS at <https://eprocure.gov.pk> and can be downloaded from www.pta.gov.pk free of cost.

The electronic bids, prepared in accordance with the instructions in the bidding documents, must be submitted through E-Pak Acquisition and Disposal System (e-PADS) before 31st December, 2024 by 11:00 AM. Manual Bids Shall not be accepted. Technical bids will be opened the same day at 11:30 AM through e-PADS system. This advertisement is also 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.



Engr. Asif Saeed
Director (Civil Works)

PTA HQs, F-5/1, Islamabad.

Ph.: 051-2875642, 9225352, Fax: 051-2878149

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12/10/24

ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters, F-5/1 Islamabad

Bidding Documents

Hiring of Preventive Maintenance Services for Cooling Units, UPS and Generator installed at DR Site, Lahore

Information to Bidders:

1. Comfort Cooling System, 2x UPS 20 KVA (Make Emerson) and 1 x Genset of 65 KVA (make Caterpillar) are installed at Disaster Recovery (DR) site, PTA Zonal office Lahore. PTA intends to hire the services of a well reputed company having proven experience for provision of preventive and troubleshooting maintenance services during the downtime for the aforementioned equipment to keep them functional round the clock. The services will be hired according to PPRA Single stage – two envelop procedure i.e; Rule 36(b) of PP Rules 2004.
2. Eligibility:
 - a. 5 years' experience of preventive maintenance of datacentre equipment like Cooling Units, UPS and Generators
 - b. NTN & GST registration
 - c. On ATL of FBR for Income Tax and on ATL of FBR/Provincial Revenue Authority for Sales Tax.
 - d. Terms & conditions mentioned at Sr. A of Annex-B of the bid documents.

(Note: Please attach documentary evidence for the above mentioned criteria's)

3. Salient features of single stage – two envelop procedure are enumerated below:-

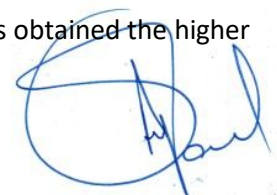
SINGLE STAGE – TWO ENVELOPE PROCEDURE (Rule 36(b) of PP Rules 2004)

- a. 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 detail procedure for submission of bids is available at PPRA website i.e. [epronotif1.pdf \(ppra.org.pk\)](http://epronotif1.pdf(ppra.org.pk)) .
- b. The bidders through the e-PADS system shall fill the standard entries of the technical and financial proposals forms and allied sections separately. However, the bidders through the e-PADS system shall encrypt those entries electronically in the form of two encrypted packages with the separate encryption timelines, as configured in the 'system in accordance with the opening schedule defined in the procurement notice and respective procurement documents.

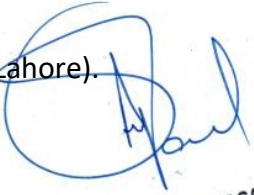


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- c. The Procuring Agency shall access to the encrypted technical proposal portion through Encrypted Proposal Submission System (EPSS) after lapse of thirty (30) minutes on the date of proposal submission deadline configured in the system.
- d. The Procuring Agency shall open the technical proposals at the time, date and venue mentioned in the opening schedule in the presence of the applicants/bidders (optional) in accordance with the requirement of Rule 28(2) of the Public Procurement Rules, 2004. The applicants/bidders may be physically attend Technical Bid opening (if required)
- e. The Procuring Agency shall fill out the entries of the Technical Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
- f. The Procuring Agency through the system shall collect data of technical responsiveness and allied updated date of opening of financial proposal from the e-Evaluation Matrix System and e-Grievance Redressal System, and update the configuration accordingly.
- g. The Procuring Agency shall access to the encrypted financial proposal portion of the EPSS to the extent of only technically responsive proposals on the time and date configured in the system.
- h. The Procuring Agency shall fill out the entries of the Financial Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
- i. The Procuring Agency shall ensure that the financial proposals remain encrypted in the systems which are technically non-responsive, unless specifically required by the Authority (i.e. PPRA) for determining any trends or for the purpose of some investigation or inquiry.
- j. During the technical evaluation, no amendments in the documents shall be permitted;
- k. Financial bids of those bidders will be opened and evaluated who will obtain 70% marks in technical evaluation.
- l. Prior to opening of financial proposals, the technical evaluation report shall be announced as per Rule 35 of PP Rules 2004 (amended up to 28-06-2021).
- m. 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 most advantageous bid as per scope of services shall be awarded contract.
- n. If two bidders quoted equal financial bids then the firm who has obtained the higher marks in technical evaluation will get the contract.



- o. The result of bid evaluation, in the form of final evaluation report, will be announced in accordance with Rule 35 of PP Rules, 2004.
4. No claim in Increase/Escalation in contract amount during the Contract will be entertained.
5. Bidders will be required to submit original bid security equal to Rs. 150,000/- in the shape of pay order or demand draft in favour of PTA before closing date and time to office of Director (Civil Works). Copy of same be attached along with **technical bid**.
6. Bid security of successful bidder will be retained as part of performance guarantee. Performance guarantee will be equal to 6% 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 can be adjusted for calculation of amount of performance guarantee. This Performance guarantee will be released on expiration of the contract subject to NOC by Zonal Director (Lahore) PTA/ Dir (Civil Works).
7. 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.
8. Affidavit on non-judicial stamp paper that the firm has not been blacklisted by any Govt/Semi. Govt/Autonomous Body/Private Company will also be provided by the bidder along with technical proposal.
9. GST / withholding Tax will be paid/ deducted at source as per prevailing GoP rules.
10. No payment shall be made until or unless the bidder is on active tax payer list (ATL) of FBR for Income Tax and on ATL of FBR/Provincial Revenue Authority for Sales Tax.
11. Bids validity period shall be **120 days** from the opening of technical bids.
12. Bidder should be registered with income tax & sales tax department. Bidder shall also provide copy of NTN & STRN certificates.
13. Safety of its employees from injury will be responsibility of the Contractor.
14. 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).
15. The contractor will commence work as per agreement between both parties.
16. Each page of the documents should be signed and stamped by the bidder.
17. All material will be checked and approved by the Zonal Director (Lahore) before commissioning of job.
18. Maintenance work will be under the supervision of Zonal Director (Lahore).



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19. In case of any dispute or conflict between Contractor and PTA, the case will be referred to Director (Civil Works) for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Civil Works). (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.
20. Incomplete tender/bids will be rejected forthwith.
21. Grievances if any will only be considered if applied through EPADs.
22. PTA reserves the right to accept or reject the tender as per PPRA rules.
23. Interested bidders may forward their proposals as per above instructions, Draft contract (**Annexure-A**), Technical Evaluation Criteria (**Annexure-B**) and Financial Bid form (**Annexure –C**) to the undersigned.

(Engr. Asif Saeed)

Director (Civil Works)

051-2875642, 9225352



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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

**CONTRACT FOR PREVENTIVE MAINTENANCE SERVICES FOR COOLING UNITS, UPS
AND GENERATOR INSTALLED AT DISASTER RECOVERY (DR) SITE AT PTA ZONAL
OFFICE, LAHORE**

This Preventive Maintenance Services Agreement for Cooling Units, UPS and Generator Installed at Disaster Recovery (DR) Site at PTA Zonal Office, Lahore (the "Agreement") is made at Islamabad on this _____ day of _____ 2024.

BY AND BETWEEN

Pakistan Telecommunication Authority (PTA), a statutory body established under Pakistan Telecommunication (Re-organization) Act, 1996, having its principle office at PTA Headquartered (HQ) in F-5/1, Islamabad, (hereinafter referred to as the "**Client**" which expression shall where the context admits and include its administrators and assigns) of the ONE PART

AND

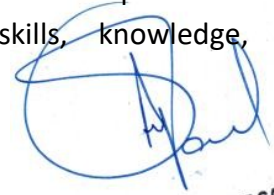
_____ (name of the company/firm) through Mr. _____ bearing CNIC _____ registered under _____ (Registered No.) (Securities and Exchange Commission of Pakistan/ Registrar of Firm) and having its registered office/place of business at _____ (office address), (hereinafter referred to as the "**Contractor**" which expression shall where the context so allows include its successors in interest, executors, administrators, heirs and permitted assigns) of the OTHER PART.

(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 required by the context of this Agreement).

WHEREAS Client is desirous of obtaining maintenance services for a number of their installed Comfort cooling system, UPS make _____ and Generator of _____ (KVA) make Caterpillar at PTA Zonal Office, Lahore.

WHEREAS Contractor has affirmed that;

- i. they are experts and have the requisite experience of handling, maintaining and keeping up to date equipment of Comfort Cooling, VERTIV/ EMERSON UPS and Caterpillar Generators; Contractor specifically warrants to the Client that it possesses the requisite professional expertise, human resources, skills, knowledge,



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infrastructure, equipment, tools and such other things so as to perform its duties and obligations effectively, efficiently and with due diligence under this Contract

- ii. they possess the requisite professional expertise, human resources, skills, knowledge, infrastructure, equipment, tools and such other things so as to maintain Generator of make caterpillar and can perform its duties and obligations effectively, efficiently and with due diligence under this Contract

AND WHEREAS Contractor has the relevant expertise, agrees to provide the required maintenance services for the Cooling System, UPS and Generator, which the Client agrees to accept, subject to the following terms and conditions;

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

1. Documents:

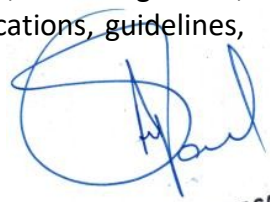
The following documents comprise an integral part of the Agreement between the parties and supersede and replace any prior correspondence, agreement or understanding between the parties:-

- List of Equipment Annexure – A-1
- Scope of Services Annexure – A-2
- Flow Chart for Complaint Resolution Annexure – A-3
- Contractor Contact Details for Problem Escalation Annexure – A-4
- Purchase Order # _____, dated _____ Annexure –A-5

2. DEFINITIONS

In this Contract, except as otherwise provided, the following words, expressions and/or phrases shall have the meaning as defined herein below. Words importing the singular only include the plural and vice versa where the context so requires;

- i. **"Contract"** means this Contract, including all Annexures, bidding documents, clarifications and communications attached to or incorporated by reference, as amended, modified, or supplemented from time to time.
- ii. **"Charges"** means any and all amounts payable by Client to Contractor pursuant to this Contract and as provided in Detailed at Annexure C.
- iii. **"Health Check"** means physically inspection of all Cooling Units that will be covered by this Contract; and includes complete service, checking all the connections, logs for any previous fault indications, battery drain test, etc.
- iv. **"Laws of Pakistan"** includes all laws applicable in Pakistan, including Rules, Regulation, orders, decrees, policies, judicial decisions, notifications, guidelines, or directives issued from time to time by respective Authority.



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- v. **“Parties”** shall refer to “Client” and “Contractor” collectively.
- vi. **“Party”** shall refer to “Client” and “Contractor” individually.
- vii. **“Services”** means as defined in **Annexure-A-2** and includes preventive maintenance, troubleshooting, repair of Cooling Units, UPS and Generator, as well as the relocation of installed equipment to the Client’s designated Office (if required), as listed in **Annexure A-1**

3. SCOPE

Subject to terms and conditions of this Agreement the Contractor agrees to provide this *Service Agreement*. Scope of tasks/services as per requirements of this Agreement is attached as **Annex-A-2**.

4. GENERAL CONDITIONS

4.1 During the Term of this Agreement, all maintenance services shall be performed exclusively by qualified engineers duly authorized by Contractor.

4.2 Contractor shall not provide services where the hardware and/or software products manufactured by Vertiv/Emerson/Caterpillar that has been combined with incompatible products from other vendors.

4.3 Client shall provide safe and timely access to Contractor’s staff in connection with performance of their duties under this Agreement.

4.4 If required, the Client will provide network connectivity, telephone lines, etc., to the Contractor engineers to perform remote on-line diagnosis of the problem.

4.5 The Client shall facilitate the Contractor’s staff in arranging visits from insurers, surveyors or any other professionals if required by Contractor.


4.6 The Contractor shall maintain an adequate inventory of frequently required spare parts at its office in Lahore.

4.7 The Contractor shall confirm minimum time period for correction of any identified fault, if found, and will ensure compliance with the communicated time lines.

5. PAYMENTS

5.1 The Contractor shall submit bill duly typed on proper printed stationery as per agreed amount mentioned in sub-clause 5.3 below.

5.2 All payments will be made through online/cross cheque /pay order which ever available on raising verified invoice by contractor after completion activity of each preventive maintenance by the contractor with the health check/satisfactory report by Zonal Purchase Committee (Lahore).



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5.3 The Client will pay the following quarterly charges for the services during the period mentioned below:

Rs. _____/quarter + _____ GST (for 1st year)
Rs. _____/quarter + _____ GST (for 2nd year)
Rs. _____/quarter + _____ GST (for 3rd year)

5.4 This amount is inclusive of all taxes, salaries, overheads, fees, reimbursements, duties, levies etc. including any changes therein, any unforeseen increase and any other impositions applicable under any law for the time being in force. At time of payment the Contractor shall furnish National Tax Number and GST Number to Client.

5.5 There will be no price escalation on any account whatsoever. The total Purchase Order value is inclusive of all applicable taxes

5.7 Upon expiry of this Contract, as stated above, the Contract may be renewed for such further period and on same terms and conditions and at the same rate applicable in the 3rd year (without increase), as the Parties may mutually decide in writing.

6. BID SECURITY and Performance Bond

6.1 Bidders will be required to submit bid security equal to Rs. 150,000/- in the shape of pay order or demand draft in favour of Client, to be submitted along with technical bid.

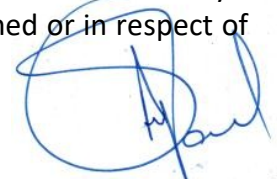
6.2 Bid security of successful bidder will be retained as part of performance guarantee. Performance guarantee will be equal to 6% of the contract price, which shall be deposited in the form of pay order or bank draft in favour of Client by the successful bidder at the time of signing of contract. The bid security can be adjusted for calculation of amount of performance guarantee. This Performance guarantee will be released on expiration of the Agreement, subject to NOC by Zonal Director (Lahore) PTA.

7. TERM AND TERMINATION

7.1 This Agreement shall be valid for three (03) years, commencing from _____ and will remain in full force and effect till _____ (both days inclusive), unless terminated earlier by either Party in accordance with the sub-clauses below.

7.2 Notwithstanding, anything herein contained the Client shall have the exclusive right to terminate this Agreement;

- a. Without advance notice, in case the Contractor is in breach of any of the terms of this Agreement or, with or without assigning any reason by giving fifteen (15) days' notice to the Contractor, if Client is at any time is dis-satisfied with the quality of Services.
- b. In case of such Termination, the Client shall only pay to Contractor charges on pro-rate basis for the services rendered up to the completed number of days. And any advance payment in respect of Services not performed or in respect of



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period falling after the effective date of termination shall be refunded/reimbursed by the Contractor within seven (07) days.

- c. If the Contractor wants to terminate this Agreement under this clause, the Contractor shall serve three (03) months' advance notice to Client.

7.3 The Client, shall not be liable to the Contractor for any compensation, reimbursement, or damages due to loss or prospective profit or for expenditures or commitments incurred in connection with the Contractor's business as a result of the expiration or termination of this agreement.

8. CONFIDENTIALITY

- a) 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 all documents and other information supplied to the Contractor and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project. The Contractor shall ensure that its Representatives are bound by confidentiality obligations that are no less stringent than those contained in this Agreement.
- b) The Contractor shall not disclose any confidential information without the prior written consent of the Client. Notwithstanding the above, if any party receiving confidential information is required by law or in the course of judicial proceeding or in the course of any compulsory process to disclose any information which it is obliged under the provisions herein above to keep confidential it may to that extent and for this purpose only disclose such information provided always that it shall (if it is lawfully so permitted) first give to the disclosing party a prompt notice of the requirement to disclose and shall cooperate with the Client to seek a protective order or other appropriate remedy as the circumstances may require.
- c) The obligations of confidentiality set forth in this clause shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of termination or expiration.

9. ENTIRE AGREEMENT

This Agreement together with all the Annexures attached hereto constitutes the entire Agreement between the Parties and hereby cancel/ supersedes any and all prior, contemporaneous, oral or written Agreements and understandings (if any) between the Parties related to this Agreement.

10. AMENDMENT

No alteration, waiver, or amendments in any of the terms of this Agreement will be effective and binding unless made in writing, agreed and duly executed by the Parties or their duly authorized representative(s). Any such written amendment must clearly specify the nature of the alteration, waiver, or amendment and be executed in accordance with the provisions of this Agreement to ensure its validity.



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11. ASSIGNMENT

The Contractor shall not sublet or transfer or assign any part or whole of this Agreement to any other Contractor, firm or person and any such act by the Contractor without prior written permission of Client shall be deemed to be the breach of this Agreement and Client shall have right to terminate this Agreement forthwith, in addition to any other remedies available at law or in equity.

12. INDEMNIFICATION

12.1 The Contractor shall indemnify and hold harmless the Client, its Chairman, Members, Officers and 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) Any personal injury or death of any person or damage to any property resulting from the Contractor's actions or failures to act in connection with this Agreement.

12.2 The Contractor's obligations under this indemnification clause shall survive the termination or expiration of this Agreement.

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 applicable laws of Islamic Republic of Pakistan. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Islamabad, unless otherwise agreed in writing by the Parties.

14. MIGRATION

This Agreement shall cover any physical Migration/relocation of the mentioned equipment with in Client's Zonal building Lahore, the Contractor to bear the labour cost of the physical migration, whereas, Client will provide any necessary parts/hardware for the migration activity. The Contractor shall ensure that the migration is performed in a timely and professional manner, minimizing any disruption to the Client's operations.

15. SEVERABILITY

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 invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable, reflecting the original intent of the Parties as closely as possible.



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16. NOTICES

All notices and other communications between parties under this Agreement shall be given in writing by registered mail, acknowledgment due and shall be send at the following addresses: -

Client's Address

Contractor Address

17. FORCE MAJEURE

- a. Neither Party shall be liable for any loss, damages, delay or failure to perform any or its entire obligation hereunder or have the right to terminate this Agreement if such delay or default is caused by conditions beyond its control due to force majeure.
- b. For the Purpose of this Agreement the expression force majeure shall mean any causes(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.
- c. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains, disturbances, changeover, personnel problem, other labour disputes shall not be included in the term 'Force Majeure'.
- d. The Party initially affected by a Force Majeure shall promptly but not later than twenty four (24) hours notify the other Party of the occurrence of Force Majeure and submit his case in writing within forty eight (48) hours from such occurrence. The effect of Force Majeure shall be verified by Dir Zonal Office (Lahore).
- e. If any Party is prevented to fulfil his assumed obligations by Force Majeure for constant duration of at least one month, the Parties shall meet to settle the matter with negotiations. Either Party have the right to cancel the Agreement if the Force Majeure conditions are not settled within period of total two months from commencement of the Force Majeure conditions.
- f. Notwithstanding the above, the Client shall have the right to seek alternative arrangements or remedies to ensure that its operations are not unduly affected by the force majeure event.



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18. WAIVER

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. Any waiver must be made in writing and signed by the Party granting the waiver to be effective.

19. DISPUTE RESOLUTION

- a. All disputes arising under this Agreement between the parties, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to Director Administration of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director (Administration). (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.
- b. The arbitration proceeding will take place in Islamabad. The award rendered by the Arbitrators will be final and binding on the Parties.

IN WITNESS WHEREOF, both the Parties have set their respective hands to this Agreement on the day, month and year first mentioned above, in the presence of the witnesses.

For and on behalf of Pakistan
Telecommunication Authority
(PTA)

For and on behalf of Contractor

Pakistan Telecommunication Authority

Contractor

CLIENT’S WITNESSES:

CONTRACTOR’S WITNESSES:

1. _____

1. _____



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Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

2. _____

2. _____



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List of Equipment Covered

Sr. No	Description	Equipment Location
1	4 Ton Ac x 02	Pakistan Telecommunication Authority, Zonal Office Lahore
2	2 Ton AC x 02	
3	Vertiv/Emerson UPS 20KVA including power cables x 02	
4	Genset 65KVA make Caterpillar including power cables and all components e.g ATS, Panels, Breakers & mechanical components as well as periodical change of lubes and filters etc.	
6	02 X Cooling Units of Vertiv /Emerson(installation and maintenance including replacement of all parts as and when required)	
7	8 X Rack PDUs	
8	Servers/SAN/Switches wrt power cables (Replacement on faulty or any other power issue)	
9	Any other item which is not mentioned above but related to cooling and power of DR site.	

Note: all perspective bidders must visit the premises before submission of Bid so that bid submitted must be realistic and no claim in this regard will entertained by PTA at later stages.


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Annexure-A-2

1. SCOPE OF SERVICES:

All items mentioned in the document installed at PTA's DR Site Lahore related to power and cooling shall be covered under this Contract, covering all parts and services the detail of which is mentioned as under.

- 1.1. Contractor shall conduct preventive maintenance on each item i.e. cooling unit, Genset and UPS in every quarter. Preventive maintenance shall include performing any function required to keep the system operational at all times. All parts/ items of electrical or mechanical nature including consumables (Lubes , air/fuel filters) and labour charges for maintaining Cooling Units, 2 x UPS of 20KVA and 65 KVA caterpillar generator and allied power infrastructure installed at DR site mentioned in Annex-A-1, PTA Zonal office Lahore shall be covered under this Agreement.
- 1.2. Deployment/placement of 1 x skilled resource at site 24 x 7 at DR site, Lahore.
- 1.3. For the purpose of this Contract, Maintenance Services shall mean and include remedial maintenance, replacement of parts (FOC), preventive maintenance, and software maintenance support and value added software (VAS) maintenance.
- 1.4. Services include comprehensive maintenance, troubleshooting and repairing of items installed at PTA Zonal office Lahore.
- 1.5. Contractor will installed, repair and fix 2 X cooling units of vertiv/emerson already placed in DR site Lahore
- 1.6. Contractor shall respond and resolve all complaints made by PTA regarding problems in the all the items covered in this Contract within the stated Response of the contract.
- 1.7. All equipment, software, parts will be purchased by the contractor from the OEM, UPS and Generator. On the event of such change contractor will provide the documentary evidence that all parts, equipment, software as the case may be have been purchased from OEM. PTA shall verify it from the OEM.

2. SERVICES

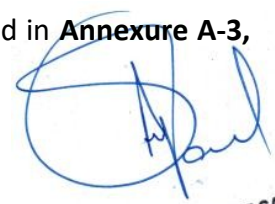
For the purpose of this Agreement, Maintenance Services shall mean and include remedial maintenance, replacement of parts, preventive maintenance, and software maintenance support and value added software (VAS) maintenance.

3. SCHEDULED PREVENTIVE MAINTENANCE

Contractor shall conduct preventive maintenance on Cooling Units, UPS and Genset units four (04) times in one year (i.e. on every quarter). Preventive maintenance of Cooling Units, UPS and Genset shall include performing any function required to keep the Cooling Unit operational at all times.

4. PROBLEM DETECTION, ESCALATION AND SOLUTION

Contractor's Complaint Resolution procedure is graphically presented in **Annexure A-3**, wherein steps include



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- 4.1. 01 x skilled staff (with 8 hour shift basis as minimum working hours notified by GoP) will be available 24 x 7 which will entertain the technical matters/problems/faults/able to handle portable fire extinguisher in case of emergency at site and further share details to Contracts's Engineering team for repair/fault to ensure smooth functioning of DR Site.
- 4.2. Contractor shall respond and resolve all Complaints made by PTA regarding problems in the Cooling Units, UPS and Genset covered by the Agreement within the stated Response Time given in Coverage Hours clause below.
- 4.3. Contractor shall maintain inventory of the items installed at DR-site under contractors scope which frequently need replacements including but not limited to Fan belts, Breakers, Lubes and Filters, Gas for cooling units etc.
- 4.4. If the problem is not resolved to the PTA's satisfaction within the Response Time given in Clause 7 below, PTA can escalate the issue using the Problem Escalation Procedure attached as **Annexure A-4**.
- 4.5. Contractor will provide and PTA will have access to their Help desk which it operates vide (Phone number _____).

5. **REPAIRS AND MAINTENANCE**

- 5.1. Upon notification from the PTA or from its deputed staff at DR site, Contractor shall send engineer/team to the site for necessary maintenance and repairs of Cooling Units, UPS and Genset (equipment mention at Annex-A1) to keep them operating to the satisfaction of the PTA.
- 5.2. This service includes testing, running diagnostic, cleaning, adjustment, repairing, replacements and maintenance of Cooling Units, UPS and Genset parts, wherever necessary.
- 5.3. All parts, covered under this Agreement, necessary to service the Cooling Units, UPS and Genset will be repaired or replaced free of cost. Contractor will decide in consultation with Zonal Director (Lahore) and Dir (CWs) PTA HQs if the part has to be repaired or replaced.
- 5.4. Contractor shall keep PTA informed with regard to the Services provided. If a part is replaced by Contractor, the faulty part shall become the property of PTA after the replacement.

6. **RESPONSE TIME**

- 6.1. Response time of the Contractor's engineers shall be 1-2 hours for Lahore, while resolution time shall be within 24 hours after receiving a complaint from the PTA depending upon the nature of complaint.



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6.2. Response time is defined herein as the time taken by an engineer's team to reach the location starting from the time a Call Registration number is issued by Contractor's Helpdesk if it is not handled at site by the deputed staff.

7. COVERAGE HOURS

7.1. Contractor shall render its services throughout the week for 24 x 7 x 365 including (public holidays) for the complaints (Critical and High) as mentioned in the **Annexure-A-3**.

7.2. Contractor's team shall render its services 24 X 7 for the complaints (Medium, low and none) as mentioned in the **Annexure-A-3**.

8. EQUIPMENT TAMPERING AND PTA RESPONSIBILITIES

8.1. The PTA will ensure that the Cooling Units, UPS and Genset are situated in a clean working environment and ensure to take each and all precaution, etc., specified in the installation or operation guidelines of the Cooling Units, UPS and Genset including ensuring proper electrical supply, grounding, temperature, humidity, air conditioning, etc.

8.2. PTA will ensure the physical security and safety of the Cooling Units, UPS and Genset installed at their premises.

8.3. PTA will ensure that all the Cooling Units, UPS and Genset will be earthed separately and adequately where the earth to neutral potential will not exceed 1 volt and earth to neutral resistance will be less than 1 Ohm as checked with megger and that all the Cooling Units, UPS and Genset will be operated in a fuse circuit.

8.4. However, if the contractor fails to response and resolve the issue in the given time frame as per the complaint resolution then PTA will be at his liberty to get the things done from the open market. Double the cost of repair will be charged from the contractor and he will continue to provide the services as well. In addition, clauses c to f above will also be not applicable to PTA in case they failed to perform their job.



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Complaint Resolution

Priority - Response

Level	Priority	Initial Response Time	Turn Around Time	Problem Resolution Time	Remarks
Level – 1	CRITICAL	Within 15min	Within 30min	Within 02hours	Backup Provisioning within 4-8 Hours of initial response time. Immediate escalation to senior management is required.
Level – 2	HIGH	Within 30min	Within 1Hour	Within 04hours	Backup Provisioning within 12-Hours of initial response time. Senior management review if unresolved beyond 4 hours.
Level – 3	MEDIUM	Within 60min	Within 04hours	Within 24hours	Backup Provisioning within 48-Hours of initial response time.
Level – 4	LOW	Within 240min	Within 12hours	Within 48hours	Backup Provisioning within 72-Hours of initial response time. Reviewed weekly to ensure timely attention.
Level – 5	NONE	Within 10Hours	Within 24hours	Within 72 hours	None


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Problem Escalation Procedure

Contractor will provide *24/7 Telephone & Email:-
Whatsapp Number

- **Onsite Support: By deputing technical skilled resource 24x7 at DR site**
1. **Level 2: 24 x 7 x 365 (Including public holidays).01 x Skilled worker should be present on site(24 x 7 x 365)**

Point of Contact:

Second Level:, E-mail:

[Phone:](#)

[Whatsapp Number](#)

Level 1, 2 and 3: *24*7

Point of Contact:

First Level Telephone/Whatsapp:

Second Level:, E-mail:

Third Level:, E-mail:



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Purchase Order # _____
Dated: _____
(Attached)



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Mandatory /Technical Evaluation Criteria

<u>A: Mandatory Criteria:</u>		
i. Registration with income tax department.		
ii. GST Registration with FBR/ Provincial Revenue Authority.		
iii. At least 5 years of relevant experience. (Attach Work order/Completion Certificate/ Contract		
iv. Bidders shall be on Active Tax payer List of FBR for income tax and on ATL of FBR/ Provincial Revenue Authority for sale tax.		
v. Bidders must have Service Contracts of at least 03 Data Centres in last 3 years.		
vi. Undertaking on non-judicial stamp paper of worth Rs. 100/- duly notarized/attested to the effect that the firm is neither blacklisted by any Public and Private Department nor involved in any litigation anywhere in Pakistan.		
vii. Visit to PTA DR site Lahore before submission of Bids to PTA. Please attach certificate from Zonal office Lahore that firm has visited the DR site and has acquainted with the requirements of PTA		
viii.		
<u>B: Technical Evaluation Criteria:</u>		
<u>Sr. #</u>	<u>Criteria</u>	<u>Max Marks</u>
1	<u>Experience: (with documentary evidence)</u>	20
	15 years or more (20 marks)	
	10-15 Years (15 marks)	
	5-10 Years (10 marks)	
2	<u>Active Tax Payer Proof:</u> (enclose income tax returns filed with tax department)	10

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	2 points for each year maximum up to 10 points	
3	<u>Good Performance Certificate of similar nature (completed assignments)</u>	20
	4 Points per Certificate max up to 20 points (Enclose completion certificates/appreciation letters)	
4	<u>Copies of similar agreement in hand</u>	20
	2.5 Points per Agreement max up to 20 points (Provide Copies of the signed agreements)	
5	<u>Certified Technical Staff: (Provide certification copies)</u>	15
	Certified Engineers from Principal for Power/Cooling International Trainings. 3 points per resource	
6	<u>Existing Support Facility</u>	10
	24x7x365 Support Facility for Data Centre/Spare availability in Lahore Yes (10 marks) No (0 marks)	
7	<u>Office in Lahore</u>	5
	Yes (5 marks) No (Nil)	
Note:	a. Minimum marks for qualifying for Technical evaluation will be 80%. b. Please attach documentary evidence as required for claiming the numbers.	100

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Performa for Financial Bid for the Provision of Preventive Maintenance Services for Cooling Units, UPS and Generator installed at DR Site, Lahore							
Sr. No	Description	Amount per quarter for 1st year	GST	Amount per quarter for 2nd year	GST	Amount per quarter for 3rd year	GST
1	Provision of Maintenance services as per bidding documents of the equipment as per Annexure A-1 installed in PTA Zonal office Lahore						
Yearly Charges + GST							
Name of Bidder: _____				Stamp & Signature: _____			
Date: _____							
Note:							
<ol style="list-style-type: none"> 1. Attach bid security equal to Rs. 150,000/- along with technical bid form in original, failing to which may result in disqualification. 2. Financial Bid is to be submitted on this format only. The bid of company not following this format or submitting bid in any other shape shall be rejected forthwith. 3. GST amount be mentioned separately. 							



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