

TENDER

FOR

**OPERATION, MAINTENANCE & SERVICING OF
04 NOS. LIFTS OF MAKE 'KONE 02 AND
MONARCH 02' INSTALLED AT STATE LIFE
BUILDING, GUJRAT**



STATE LIFE Insurance Corporation of Pakistan, RED ISLAMABAD
(A Government of Pakistan Enterprise)
Website: <http://www.statelife.com.pk>

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Dated: _____

To,

All Bidders.

Subject: OPERATION, MAINTENANCE & SERVICING OF 4 NOS. ELEVATORS/ LIFTS OF MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE BUILDING, GUJRAT.

Dear Sir,

Enclosed please find herewith the Tender documents of the above cited job comprising of:

- e. Covering Letter
- f. Instruction to Bidders & Scope of Work
- g. Conditions of Contract
- h. General Terms & Conditions
- i. Bill of Quantities (Schedule of Prices)

2. Please submit your quotation/bid duly completed in all respect and signed at appropriate column pertaining to the bidder. The Tender should be signed on each page, dated and witnessed in all places provided for in the said documents; all other papers should be duly signed (initialed) accordingly. Also ensure the submission of the bid via e-PADS on or before **date/ time stipulated by e-PADS 08-11-2024 on 11:00 am** Tenders will be opened on same day at **11:30 am** in the presence of representative/bidders.

3. The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected.

4. A person, signing the tender for and on behalf of company/ firm or for and on behalf of another person shall attach with tender a certified copy of proper authority/ power of attorney on a non-judicial stamp paper of requisite value duly executed in his/ her favour by such person, company/ firm and must state specifically that he/ she has authority to sign such tenders for and on behalf of such person or company/ firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

5. This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.

Yours truly,

DGM, Incharge (Real Estate)

Encl: __ Pages.

j. Signature of the Contractor with Stamp/ Official Seal

INCHARGE (Real Estate)
Basement, SLIC Building No.5 (Phase-II),
Jinnah Avenue, Islamabad.

Signature of the Contractor with Stamp/ Official Seal

SECTION – I

INSTRUCTION TO BIDDERS & SCOPE OF WORK



STATE LIFE

INSURANCE CORPORATION OF PAKISTAN

OPERATION, MAINTENANCE & SERVICING OF 04 NOS. ELEVATORS/ LIFTS OF
MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE BUILDING,
GUJRAT.

REAL ESTATE DIVISION,
STATE LIFE INSURANCE CORPORATION OF PAKISTAN,
STATE LIFE BLDG G.T ROAD GUJRAT.
Phone: 053-9260340



STATE LIFE

INSURANCE CORPORATION OF PAKISTAN

OPERATION, MAINTENANCE & SERVICING WORKS OF 04 NOS. ELEVATORS/
LIFTS OF MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE
BUILDING, GUJRAT.

APPLICATION INSTRUCTIONS

All bidders desiring to qualify for this contract should complete and submit the Post-Qualification Form via e-PADS to.

Incharge (Real Estate),

State Life Insurance Corporation of Pakistan,
State Life Building No.5-II,
China Chowk, Jinnah Avenue,
ISLAMABAD - 44000
Phone: 051-9203347

All inquiries relative to this document and forms should be addressed in writing to above address before tender submission date and time.

Basic Conditions

1. Information supplied by the Bidders for the post-qualification statement must apply to the Company name on the statement. The substitution of background information pertinent to post-qualification will not be considered for another Company related to the applicant Company through a "Group Ownership". Contracts will be awarded only to the Post-qualified companies.
2. The SLIC will review the information supplied by firms submitting post-qualification forms and will report to the SLIC who will advise the applicants of their decision. Only those Tenders which pass the Post-qualification process will be opened in the presence of Bidders representative who chooses to attend at a time to be determined. The Financial Bid Documents of the Bidders who fail to post-qualify shall be returned to them unopened. The decision of SLIC in this connection shall be final and binding on all Bidders.

3. Firms applying for registration individually are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of the SLIC may result in disqualification of the firm of any Bidder, if they submit.

4. The response to this notice must be sufficiently detailed to convince the SLIC that the firms applying for registration have the experience as well as that Technical Administration and Financial Qualifications necessary for the execution of the subject works and they must prove that they have carried out similar works in their own country or abroad.

5. Firms submitting Post-Qualification applications may be required during the review process to make personal presentation of their qualifications to the SLIC. If so, the candidate Management Personnel of the firms will be required to be present.

6. All Post-Qualification statement documentation including Financial Statement, Auditor's report and Bank references shall be in English Language (a legally attested copy shall be required with the Post-Qualification forms).

7. Firms should attach copies of the following Registration Certificates:

- I) Pakistan Engineering Council
- ii) GST Registration Certificate
- iii) NTN Number
- iv) Company Profile
- v) EOBI, ESSI, PESSI etc.

8. Documents to be submitted with tender and general conditions applicable to tender:

a) The Tenderer is required to complete/ submit the following with his Tender:-

- i.** Form of Tender and Memorandum.
- ii.** Schedule of Prices.
- iii.** List of Operation & Maintenance Staff. Including qualifications and experience of personnel to be deputed by him for the work.
- iv.** Tenderer's constitution.
- v.** Proposed organization chart.

- vi.** Proposed methodology for the Operation, Maintenance and Servicing of all elevators/ lifts and installed equipment as per the scope of work and other conditions detailed in the Tender Documents.
 - vii.** Tenderer's official address.
 - viii.** Bid Security/ Earnest Money Deposit.
-
- b)** The Tenderer shall not make any alteration in the form of devised Tender Documents.
 - c)** The Tenderer shall keep his bid/offer firm and final in all respects and open for acceptance for the period stated in the Memorandum.
 - d)** Tenders which are incomplete, conditional obscure or containing uncalled additions, erasures, alterations, over writings or irregularities may be rejected.
 - e)** The Tenderer must submit to the Employer's Representative the tender documents on or before the tender due date.

SITE PARTICULARS

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to site conditions, means of access to the site.

TAKING OVER OF ELEVATORS/ LIFTS, EQUIPMENT AND SYSTEMS AND COMMENCEMENT OF WORK:

The proposed strategy for taking over of the Elevators/ Lifts, and commencement of work is as under :-

- a)** The Contractor shall commence mobilization of his staff and stores within 03 days of the issuance of Letter of Award of Work and submit the list of proposed staff for approval by the Employer's Representative. The Contractor will immediately arrange suitable replacement for the staff not approved by the Employer's Representative.
- b)** On direction by the Employer's Representative, the present Contractor will commence handing over of the Elevators/ Lifts to the Contractor and start demobilization of his staff on mobilization of Contractor's staff.

Proper detailed lists of Elevators/ Lifts shall be prepared for record of "Taking Over"/ "Handing Over" signed by both Contractor's Representative and Employer's Representative, the Contractor ensuring that the taking over is completed within 10 days of the issuance of Letter of Award of work.

- c)** The Contractor shall coordinate his mobilization plan including taking over of the Elevators/ Lifts with the demobilization plan of the present Contractor and ensure that the smooth operation and maintenance of the Elevators/ Lifts is not effected in any manner during this transition period of 07 days.

- d)** The aforementioned transition period of 07 days is intended to facilitate the Contractor to make himself fully conversant with the operation, maintenance and servicing of the Elevators/ Lifts so that no interruption is caused when the present Contractor has completely demobilized. The full staff strength shall become available at Site before the end of the transition period. The regular payments as per Contract shall commence after complete taking over of the Elevators/ Lifts and commencement of operation, maintenance and servicing work independently by the Contractor.

RETURN via e-PADS to:

Incharge (Real Estate),

State Life Insurance Corporation of Pakistan,
State Life Building No.5-II,
China Chowk, Jinnah Avenue,
ISLAMABAD - 44000
Phone: 051-9203347

Please complete the following:

1. a. SUBMITTED BY
- b. REGISTERED ADDRESS

2. COMPANY INFORMATION
 - a. FULL/FIRM NAME OF THE COMPANY.....
 - b. REGISTERED OFFICE ADDRESS.....
 - c. DESCRIPTION OF COMPANY FIRM.....
 - d. TELEPHONE NUMBER.....
 - e. E-MAIL.....FAX:.....
 - f. CONTRACT'S NAME/TITLE.....
 - g. NAME OF PRESENT EXECUTIVE
 DIRECTOR AND THEIR POSITION.....

 IN THE COMPANY WITH BIO DATA.....

PROVIDE COPY OF MEMORANDUM AND ARTICLE OF ASSOCIATION OR PARTNERSHIP DEED, WHICH EVER IS APPLICABLE.

3. ORGANIZATION AND FINANCIAL DATA:
 - a. TYPE OF BUSINESS ORGANIZATION (CORPORATION/JOINT
 VENTURE/ PARTNERSETC.)

b. IF JOINT VENTURE, NAME OF THE JOINT VENTURE PARTNERS WITH
NAME OF THE LEADING PARTNER

.....
.....

- ❖ IF PARTNERSHIP, NAMES OF THE PARTNERS WITH POSITION HELD BY EACH PARTNER
- ❖ Officially attested latest balance sheet
- ❖ Latest Income Statement
- ❖ If joint venture, financial statement of each firm must be submitted. No statements will be considered unless these are attested by a Competent Authority of the particular country and unless certified as being audited by an independent Public Accounting Firm.
- ❖ Tax Registration Certificates.

4. PERFORMANCE RECORD

- a. Please provide a brief resume of works completed by your firm in the last five years including all jobs involving similar nature of works (see attached Form Proforma-3A)
- b. List of Projects currently in progress of similar nature of works (see attached form Pforma-3B)

5. ORGANIZATION

- a. What is the size of your permanent, full time work form?
- b. Provide organization chart of your firm indicate lines of communication and reporting responsibility.
- c. Detail of key technical staff with their qualification and experience including of those who would be deputed for the proposed project.

d. Name of Bankers to the organization with Account Number and address. Bankers report on the credit worthiness of the organization must accompany under a sealed cover.

6. LITIGATION ETC.

Provide detail of all cases: Present and past under dispute or litigator arbitration.

7. LIST OF REFERENCES:

- Form Clients (attach certificate)
1.
 2.
 3.

8. CERTIFICATION – SIGNATURE

I hereby certify to the best of my knowledge that the information hereby submitted in this brochure is correct.

Name : _____

Title : _____

Signature: _____

Date : _____

Seal : _____

STATE LIFE INSURANCE CORPORATION OF PAKISTAN
PRE QUALIFICATION BROCHURE

List Previous Experience of Similar Nature of Works

NAME OF PROJECT & LOCATION	FULL NAME & ADDRESS OF CLIENT	TYPE OF CONTRACT/ PERIOD OF CONTRACT	CONTRACT VALUE (INDICATE CURRENCY IN PAK RS. ONLY)	DELAY PANELTIES CLAIMS, ARBITRATION	TYPE OF WORK	CARRIED OUT ALONG OR IN PARTNERSHIP (OR IN PARTNERSHIP, STATE SHARE & NAME OF PARTNER)	START DATE	DATE OF COMPLETION

STATE LIFE INSURANCE CORPORATION OF PAKISTAN

List of all Projects of Similar Nature, which your firm has under way at this time

NAME OF PROJECT & LOCATION	FULL NAME & ADDRESS OF CLIENT	TYPE OF CONTRACT/ PERIOD OF CONTRACT	CONTRACT VALUE (INDICATE CURRENCY IN PAK RS. ONLY)	Delay PANELTIES CLAIMS, ARBITRATION	TYPE OF WORK	CARRIED OUT ALONG OR IN PARTNERSHIP (OR IN PARTNERSHIP, STATE SHARE & NAME OF PARTNER)	START DATE	EXPECTED DATE OF COMPLETION

STATE LIFE INSURANCE CORPORATION OF PAKISTAN

1. Note-1: The bidder shall produce an attested copy of the referred completion certificate from the owner companies indicating name of work, description of work done by the bidder, date of start, date of completion(contractual & actual including extensions if any), value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.
2. Note-2: SLIC reserves the right to cross checks the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.
3. Note-3: Information must be furnished on only works carried out by the bidder in his firm's own name. Works carried out as a partner in joint venture shall not be included in this Performa.
4. Note-4: The bidder shall number the pages of the documents submitted by him against Post-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under appropriate column of above table.

Signature of Authorized Representative of the bidder.....

Bidder's Stamp/ Official Seal

A: Instruction to Bidders

Broad check list of Documents to be submitted along Technical bid is given below. The list is indicative (not exhaustive) for guidance only

Sr. No.	Description of Documents to be submitted along with Technical bid
1	Brief description of the methodology
2	Bid Money Deposit
3	Original Bid documents duly signed and stamped on all pages by the bidder
4	Written Power of Attorney on stamp paper in favour of person signing the tender documents.
5	Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
6	Copy of Permanent Account Number allotted
7	Service tax registration certificate
8	Letter of submission as per Proforma – 1
9	Letter of acceptance as per Proforma – 2
10	List of similar works completed during last 5 years as per Proforma – 3A
11	List of similar nature works that are underway as per Proforma – 3B
12	Declaration by the bidder on Non-Judicial Stamp Paper of value of Rs500/-/- duly attested by Notary/Magistrate as per Proforma – 4

The above list has been provided to facilitate the bidders to quickly go through the tender document before submission of bid to ensure compliance with regard to submission of documents. However, provisions in tender documents will prevail over this list.

B: SCOPE OF WORKS

Providing Annual Maintenance services of 04 (four) Nos. of KONE Make 02 and MONARCH Make 02 lifts installed at State Life Building Gujrat.

The broad objectives of the maintenance services for electro – mechanical equipment are to ensure the equipment (lifts) installed at SLIC Building G. T. Road, GUJRAT always functional and maintained to achieve optimum life and safety. To ensure safety of the personnel, required measures are to be taken and consistently maintained for efficient operations.

The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document (please see Clause-3 of this section).

However, bidders are advised to personally visit the site and assess the actual quantum of work before submission of bids.

1.1. Contract Period:

- 1.1.1. The successful bidder will be awarded the work for **“12” months**. Contractor shall commence the work as per date specified in the Letter of award which will be the effective date of start of 12 months contract period. If the Contractor commits default in commencing the work as per issuance of written orders to commence the work, SLIC shall, without prejudice to any other right or remedy available in law, be at liberty to deduct the AMC charges proportionally.
- 1.1.2. The successful bidder must familiarize himself fully with the installations and corresponding arrangements in the buildings (at no extra cost to SLIC) before signing the AMC agreement.
- 1.1.3. SLIC reserves the right to rescind the contract agreement at any time by giving 15 days- notice if the services of the contractor are not found satisfactory or not up to the standards OR at any stage, if it is found that bidder has secured the contract through fraudulent means, documents, information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other obligation on the part of the

contractor as per provision of tender/contract. The decision of SLIC in respect of above will be final in this regard (**please see Clause 4 of Section III – Conditions of contract**).

1.2. Spectrum of services:

Electro Mechanical Equipment for which Maintenance Services are needed are detailed at Clause 1.3 below. However, this list is only indicative and under each item, any other services which may be relevant and necessary shall be provided by the contractor. Bidder would assess the actual quantum of work by visiting the site and bid accordingly. **The contractor, apart from executing the scope of services detailed hereunder shall also arrange required clearances, licenses renewal/ sanctions etc. on behalf of SLIC from various Govt. departments.** However, Govt., fee if any shall be borne by SLIC.

1.3. Building Elevators (Lifts)

All the electro mechanical services of the office complex are to be maintained as per the requirement of SLIC. The requirement will broadly be to keep the equipment in good and efficient working condition at all the time, follow the preventive maintenance and periodical overhaul schedule & procedures as listed in the manuals / literature of the OEM, ensure safety of the equipment and personnel using it. Brief descriptions of the equipment are as under:

Passenger lifts "6 passengers" of **KONE make - 02 Nos., MONARCH make – 02 Nos.**

Speed 1 meter per second, automatic doors, stainless steel cabin along with microprocessor control panel etc. with battery backup for emergency landing/ floor leveling.

The aforesaid equipment have been installed at SLIC, Building Gujrat. The Service provider shall perform preventive maintenance (monthly / quarterly) and corrective maintenance to the equipment mentioned above and its accessories as per service manual of the OEM. The service provider shall regular examine elevator equipment and provide gear oil, lubricants, grease, break shoe, push buttons of car and landing etc. required for proper maintenance of the lifts/ elevators.

Note: The items mentioned above are just indicative. However, the contractor has to repair/ replace items which are absolutely required for operation & maintenance of equipment in working condition under their scope, beyond they may obtain mandatory prior approval in-principle from concerned authority of SLIC before executing the repairing works to make good to service the equipment for which they would charge 25% handling charges by including the cost of repairs in their monthly bill.

1.4. The contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:

a) Minor/ Medium rectification works- within 24 hours of notification to the contractor by SLIC such as, but not limited to,

- i. Repair/ replacement of switches sockets plugs misc. electrical/ mechanical faults, misc.
- ii. Repair/ rectification works including cleaning of contacts, contact points, earthing points & filters etc.
- iii. Replacement of eyelets, socket, plugs & gaskets etc. in panels or motors.

b) Major rectification works/ capital repair- within 72 hours of notification to the contractor by SLIC such as but not limited to Transformer and replacement of certain non-stocked spare parts (not locally available in GUJRAT, Punjab etc.) which require the justification for 72 hours work schedule.

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Engineer/ Caretaker who will have power to grant such extra time/ change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

a) In case the contractor fails to rectify the defect(s) after handing over assets installed in SLIC in time limit mentioned in Clause-4.0 SLIC reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice and will charge **25%** extra on the actual expenditure incurred (material, manpower, machinery etc.) from the monthly bills of the contractor.

b) In case of unserviceability/ dysfunction of the equipment for a period longer than as stated at Clause 4.0 above. Penalty as detailed below shall also be imposed on the contractor and the amount will be recovered from their respective monthly bills.

Sr. No	Period	Penalty	Remarks
1	4 to 7 consecutive days in a plant	@ 25% of respective monthly bill	In case the period is repeated in the same month, penalty will be worked out on prorata basis.
2	8 to 15 consecutive days in a plant	@ 50% of respective monthly bill	
3	More than 15 days	@100%of respective monthly bill	

NOTE: In exceptional cases, concerned authority of SLIC may consider to extend the time limit mentioned above. The decision of competent authority shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

1.5. A snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidders & SLIC so as to complete the defect-rectification work well before the actual contract period is over. However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. In case contractor is asked in writing to arrange rectification of any defect at the time of accepting the work order of AMC, the cost of rectification shall be reimbursed to him on actual basis.

Note-1: Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to SLIC. Further, contractor would also indemnify SLIC for the damages caused due to negligence in imparting the services.

Note-2: Successful bidder shall submit copy of agreements with specialized agencies/associates of repute duly approved by SLIC including with OEMs agencies at the time of start of work as mentioned in above sub-clauses of Clause – 3.0.

1.6. FREQUENCY OF MAINTENANCE

The bidder shall carry out the weekly maintenance services at the frequency detailed in **maintenance schedule** & as per guide line of OEM maintenance manual. Agencies have to attend to break- down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipment are well maintained at all the time. The work will be carried out at suitable timings to ensure that SLIC office work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted on assets in small fonts for effective monitoring as per direction of Engineer/ Caretaker.

Note-2: The contractor is required to submit preventive periodical maintenance schedule for approval by Engineer/ Caretaker at the time of starting the work after attending the scheduled/ routine maintenance, contractor will submit service report (s) of OEMs as and when preventive periodical maintenance of any installation becomes due/ is carried out.

1.7. OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:

- 1.7.1. All coordination in respect of legal obligations of SLIC for this Contract in terms of any accident/ incident/ inspection, Govt. department's viz. GESCO or other local authority like: Pollution control authority, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide/ furnish such information to Engineer/ Caretaker as may be required during investigations.
- 1.7.2. Bidder should in his technical bid provide detail of the manpower and equipment, bidder proposes to be used/ deployed by him/ those to render the Services covered in these Tender documents.
- 1.7.3. Bidder has to provide a list of spares which are to be replaced/ required on a regular basis for necessary action at SLIC.

1.7.4. An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

1.8. List of Equipment in Building Elevators/ Lifts:

Sl. No.	Name of Equipment.	KONE	MONARCH
1.	Motor 3 phase, 415 V, 50 HZ, 7.5 HP to 30 HP, 1500 rpm etc.	2	2
2.	Gear Box U-500, 40:1 ratio	4	4
3.	V sheave 520 DIA 94 x D10)	4	4
4.	Control system Microprocessor based simplex selective control unit.	4	4
5.	Automatic rescue device (ARD)	4	4
6.	Car opening Panel	4	4
7.	Allied minor equipment like brake shoe, fan, light & sensor etc.	4	4

Note:

a. The items mentioned above (Sr. No.1 to 7) are just indicative. However, the contractor has to repair/ replace items which are absolutely required for operation & maintenance of equipment in working condition. Repairing/ replacing works shall be informed to the authority and same shall be obtained approval prior to commencement of work.

1.9. Maintenance Schedule

Contractor has to carry out monthly, quarterly & seasonally as per guide line of OEM manual & as per schedule. In addition to it they have to attend the break down as and when required.

ITEM	METHOD OF PREVENTIVE MAINTENANCE
	WEEKLY SERVICE:

Alarm bell	The mechanic will manually test the alarm bell To make sure it is operational and that the alarm Bell is putting out the appropriate decibel level
Safety edge	Manually check safety edge for proper Retraction and make any adjustments necessary
Door open button	Test door open button. Make sure operating Correctly and freely
Call button	Test for proper operation. Check and replace if Needed indicator bulbs. Lubricate button and Replace light bulbs as needed
Car door	Check for speed and proper door torque in Accordance with Ansi a17.1. Lubricate freight Door guide rollers, clean chains, brackets
Scavenger pump / Motor	Check scavenger pump for proper operation. Check & inspect scavenger pump return line to avoid obstructions for clogging. Install packing And jack head.
Lobby doors & hall doors	Check door guides, rollers and lubricate rollers and tracks
Ride	Check ride for transition leveling and floor stop acceptable tolerances
Pumping unit	Check oil level, tank heater operation, motor Starter and contacts. Check v-belt if applicable For alignment, tension and wear.
Fire service	Use appropriate keys to test operation per ansiA17.1 and those associated rules pertaining to Fire service phase i & ii. Lubricate key switches Internally as needed. Record test and test log And document test on service tickets. Test to be Performed in accordance with all government Code requirements
Car phone	Check for dial tone and appropriate connections
Car & lobby	Pi check and/or replace indicator bulbs as needed
Car top	Clean car top and inspect door operator making Needed adjustments to door operator belt and Chains. Check motor brushes and all other Operational parts, linkages, etc. Check hoist Door operator sprockets, and chains. Check Motor brushes and bearings
Starter contacts	Disassemble starter to visually inspect contacts For wear. Replace if necessary
Car key switches	Check all key switches for proper operation and Lubrication if necessary

Fan	Test fan and fan key switch for proper operation. Lubricate fan bearings as needed
Inspection service	Check inspection service key switch for proper Operation and check car top inspection service To work appropriately
Door open/ close Relay	Check all connections and tighten. Inspect Contacts for wear, adjust air gaps as necessary
Signs	Inspect hallways and car for proper signs in Accordance with ansi a17.1 and building code Requirements
Car guide shoes	Inspect guide shoes for insert wear, adjust guide Shoes for smooth operation and apply lubricant To car guide shoes and rails as needed
Sump pump	Inspect sump pump for proper operation
Hall key switches	Test, inspect and check all hall key switches for Proper operation
MONTHLY SERVICE	
Hall position Indicators	Check and repair indicator bulbs as needed
Relief valve	Check and set relief valves in accordance with Ansi a17.1 to perform test in presence of Inspector as required
Rails	Inspect all rail joints and alignment. File burrs And joints as needed, check automatic Lubricators and fill as needed
Traveling cable	Inspect entire length of cable for cracks, Fraying, etc. Check conduit connections, wire Baskets
Safety circuits	Check, inspect and test all safety circuits Including door locks. Re-leveling circuits, alarm, Limited switches, safety edge and all other Applicable safety circuits of the elevator. If required those shall be replaced immediately.
Hoist way	Inspect and thoroughly clean and paint as Needed
Door motor Brushes	Inspect and replace as needed
INSPECTION	When making an inspection of any item, the item will be visually inspected and also manually Tested to perform its intended function Correctly with applicable OEM guide line and Requirements. Example: key switches – insert Appropriate key in key switch and check intended Operation for proper operation. Visually inspect All connections and wear. Replace if necessary
ADJUSTMENT	To make repair either electrically or Mechanically to provide smoother and correct

	Operation. Example: door operator – properly Tighten motor drive belt to maintain proper Tension between motor sheave and operator Drive sheave
TEST	Test to manually check for proper operation and Function of that particular feature. Example: Firemen service phase i & ii - to use appropriate key Switch to activate firemen service phase i & ii. Determine whether functioning in accordance With ANSI a17.1 and appropriate rules and record Findings. If testing is not acceptable, corrective Action must be taken
CLEAN	To include the flowing: clean elevator pits, Car top, car sills, hall sills, hall door tracks, Car door tracks, machine room floor, pumping Units, controller. Cleaning also includes Painting as needed. All electrical relay controls etc., should be kept at a dust-free level
Public Relations	Mechanic is to check with Building maintenance engineer during each visit And request information regarding any problems Or needs pertaining to the elevator

SECTION – II

POST – QUALIFICATION REQUIREMENT & CRITERIA

2.1. POST – QUALIFICATION REQUIREMENT & CRITERIA

- 2.1.1. All the information requested for post-qualification shall be provided by the bidding firm. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information, supplied may result in disqualification of the bidder.
- 2.1.2. Post-qualification will be based on meeting all the following minimum criteria regarding the bidder's **general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached.**
- 2.1.3. The bidder must submit a self – attested copies of the work order (s) (details to be filled in the attached Proforma – 3) about the works completed within last five years as on 30.09.2018 as a proof of similar work done in Federal / Provincial Government Organization/ PSU.
- 2.1.4. The agency must be operating in the Province of Punjab & having their office located in Rawalpindi/ Islamabad.

2.2. **Annual Turnover:**

The bidder should have achieved a minimum annual turnover of **Rs.10.00 Lacs** in any one of the last 3 financial years. Tenderer should submit attested copies of auditor's report along with balance sheet and Profit & loss statement for the relevant financial year in which the minimum criteria are met. Provisional audited balance sheet/ certified statement shall not be acceptable.

Note: A weightage of 5% (compounded annually) shall be given for equating the financial turnover of the previous years to the current year (2023-24).

2.3. **Work Experience:**

The bidder must have satisfactorily completed, in his own name, at least two similar works each amounting to **Rs.5.00** Lakhs per year of maintenance services during the last five calendar years prior to the date of submission of bids. Work of similar nature means – **“Providing Annual Maintenance Contract (AMC) of Building Elevators/ Lifts** in a multistoried office Building.

- Only such works will be considered, which are 100% completed in all respect. The work(s) which is/are not similar as per above requirements shall not be considered for evaluation of bid. The works or part work(s) at different sites concurrently completed by bidder shall not be considered for evaluation of bid.

The tenderer should submit the following documentary proof in support of the above:-

The tenderer is required to submit the Completion certificate issued from client indicating above items defined for similar works. The copies of completion certificate(s) issued to the bidder by the main contractors appointed directly by the owner companies/clients (supported with attested copy of proof of such appointment of main contractor) submitted by the bidder who has completed this/these similar work(s) as a sub-contractor shall also be considered. **When the owner company/client is private one, the certificate from the company must be supported by Tax Deduction at Source (TDS) certificate issued by the company. SLIC reserves the right to verify the authenticity of completion certificates/ other documents.**

(The bidder should submit the details of such completed works and works in-hand as per the format at **Proformas - 3A, 3B** enclosed.)

An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

7. Brief Description of Criteria for Evaluation & Assessment Sheet

Criteria for Evaluation:

As per **Annexure – II**

Assessment Sheet:

As per **Annexure - III**

8. General:

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they are found to:

- a. Have made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements and/ or;
- b. Have performed poorly such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/ or;
- c. Be blacklisted or business banned by any Federal/ Provincial Govt. Department/ Public Sector Undertakings or any Enterprises of Federal/ Provincial Govt. and/ or;
- d. Have submitted incomplete/ inadequate supporting documents or not furnished all the relevant details as per the prescribed format and/ or
- e. Have suppressed any material information/ fact(s) relevant to this bid and/ or have submitted fraudulent document/ information at any stage of tender/ during execution of contract.

A declaration to this effect should be submitted as per format given in **Performa-4** enclosed.

SECTION – III

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

A. DEFINITIONS:

- 1.0 The "**Contract**" means the documents forming the tender and acceptance thereof and the formal agreement executed between SLIC (client) and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer/ Caretaker and all these documents taken together shall be deemed to form one contract and shall be complementary to each other.
- 2.0 In the contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
- a. **Employer**' shall mean SLIC, SLB – 5 Phase-II, Jinnah Avenue, Islamabad acting through DGM I/c or his authorized official.
 - b. The 'Engineer/ Caretaker' means any officer of the level of Assistant Engineer (Electrical) and above duly nominated by concerned authority of SLIC who shall be In-charge of execution of the work, include all officers of SLIC senior to him/her.
 - c. '**Engineer's representative**' shall mean the Engineer(s) authorized legal person(s) to execute the work on behalf of the Engineer/ Caretaker.
 - d. **Contractor**' shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - e. Facility Manager (FM) agency shall mean '**Contractor**' which shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - f. The expression '**works**' or '**work**' shall unless there be something either in the subject or context repugnant to such maintenance be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - g. The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any

- adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- h. **'Accepting Authority'** shall mean the authority duly authorized to act as such by SLIC / DGM I/c SLIC.
 - i. **'Contract Value'** means the value of the entire work as stipulated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provision hereinafter contained.
 - j. **'Drawings'** means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer/ Caretaker and such other drawings as may from time to time be furnished or approved in writing by the Engineer/ Caretaker.
 - k. 'Month' shall mean the English Calendar month.
 - l) OEM' shall mean Original Equipment Manufacturer
 - m) **'Manager'** shall mean the manager appointed by the contractor for this site.
 - n) **AMC** shall mean Annual Maintenance contract
 - o) Where the context so requires, words imparting the singular number include the plural number and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
 - p) **NIT** shall mean Notice Inviting Tender
 - q) All correspondence with the SLIC shall be with the Administrative Officer of SLIC.
 - r) **"State Laws"** has the meaning assigned in Clause-11 hereof.
 - s) **"Approved"** means approved in writing including subsequent written confirmation of previous oral approval, and **"Approval"** means approval in writing including such written confirmation.
 - t) **"Notice in Writing"** has the meaning assigned in Clause-26 hereof.
 - u) **"Month"** means a calendar month.
 - v) The singular includes the plural and vice versa. The masculine includes the feminine and vice versa. Words importing persons include firms, companies or other bodies corporate.

B. Conditions of Contract -Clauses

1.0 Security Deposit

- 1.1 **The successful bidder will have to provide a security deposit of specified amount to SLIC.** The total Performance guarantee including the earnest money deposited with the tender shall be Rs.100,000/- of the contract value of the work. **The Earnest Money deposited in the form of Demand Draft** at

the time of tenders will be adjusted as performance guarantee deposit required.

- 1.2 ~~The Security Deposit shall be deducted in cash from monthly account bills @Rs.55,000/- of work done till the total security deposit reaches required total amount i.e., Rs.55,000/- of the contract value of the work.~~
- 1.3 The Security Deposit shall not be accepted in the form of Bank Guarantee.
- 1.4 The total Security Deposit shall be released to the contractor within 60 days of satisfactory completion of contract and clearance from requisite department viz. labour, etc.
- 1.5 The Security Deposit shall be refunded without any interest payable on it.

2.0 **Time allowed**

The contract period shall be as specified in the Notice Inviting Tender (NIT). The execution of the works shall commence within the period specified under Clause-2.1/ Section I of tender documents. If the Contractor commits default in commencing the execution of the work within specified period, SLIC shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

3.0 **Measurements of Work & Payment**

- 3.1 Payment to the contractor shall be made by SLIC against **Monthly bills** for the work done against this contract. The contractor is required to submit along with first bill, the copy of AMC entered into with OEMs or their authorized agency (if any) or agency approved by SLIC as the case may be. The payment shall be made after deducting any amounts due from the contractor by way of mobilization advance, taxes, security deposit, penalties/ recoveries if any etc. The contractor should ensure that all employees are covered for all social benefits viz PF, EOBI, GI and ESSI. The contractor shall submit proof of recovery and remittance of the same along with the monthly/running bill for the next month. An indemnification covering SLIC shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill.
- 3.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer/ Caretaker/ competent authority of SLIC shall be final in this regard.
- 3.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & nonperformance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall

be released till the contractor submits the bill for the work done by him. The bills shall be paid monthly. SLIC will make all endeavors to release the due payment within 10 days of receipt of certified bill from the contractor.

- 3.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer/ Caretaker. In case of any difference of opinion between the engineer in charge and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the DGM I/c , SLIC, whose decision on the matter shall be final. SLIC may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus **20%** of actual spent amount including all actual SLIC establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in Clause 4.

4.0 Payment of final Bill

The final bill shall be submitted by the contractor in the same manner as **monthly bills** and SLIC shall pay it within 60 days, after the final certificate of completion furnished by the Engineer/ Caretaker. Further claims shall neither be made by the contractor nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished.

5.0 Materials not to be supplied by SLIC

SLIC will not supply or procure for the Contractor any material and the contractor shall make his own arrangements therefore at his own risk, cost & consequences.

6.0 Execution of work.

- 6.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer/ Caretaker. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

- 6.2 The contractor is required to obtain approval of Engineer –in-charge in respect of Periodical preventive maintenance schedule for all the assets in the complex under the scope of this contract, within 15 days from the date of letter of award.
- 6.3 The contractor is required to submit the copy of the Service report of OEMs or their authorized agency (if any) or agency approved by SLIC (as the case may be) after attending defect/preventive maintenance as per schedule of OEMs or the schedule approved by SLIC for the installations for maintenance of which OEMs has not been defined in the tender documents.
- 6.4 **The engineer/ caretaker shall have power:-**
- i) To make alteration in, omissions from, additions to, or substitutions for the original instructions that may appear to him to be necessary or advisable during the progress of the work, and
 - ii) To omit a part of the works in case of non- availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing by the Engineer/ Caretaker and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work or on assessed rates.
- 6.5 Rates for altered or substituted or additional work or extra item shall be determined as follows;
- a) If the rate for altered or substituted item of work is specified in the schedule of quantities; the contractor shall carry out the altered or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
 - b) If the rate for any altered or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate

shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

- c) If the rate for any additional or substituted item of work cannot be determined in the manner specified above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer- in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer/ Caretaker shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer/ Caretaker within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer/ Caretaker on the basis of market rate(s).

7.0 Contractors to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials , plant, tools, appliances, implements, ladders, scaffolding and temporary works etc. required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer/ Caretaker as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

While bringing the equipment inside SLIC office complex by the contractor, necessary for execution of the work, the contractor shall get them verified through the representative nominated by Engineer/ Caretaker and security at the time of commencement of the work. Engineer/ Caretaker and security and contractor shall keep such verified list of above equipment in records. The gate pass shall be issued to the contractor in respect of those equipment which have

been verified in the above list, to enable him to take back his equipment after completion of work.

B: Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Government of Pakistan Labor Policy 2010, Factories Act and Regulations & Rules 1934, Payment of Wages Act 1936 (Section 20), Minimum Wages Ordinance 1961 (adopted in 2012 – Section 9), Workmen's Compensation Act 1923 the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer's Contractors, the Employer will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

8.0 Labour Laws to be complied by the Contractor

The contractor must comply with provisions of all existing labour laws as indicated below & other state laws existing in this regard.

- a. Government of Pakistan Labor Policy 2010
- b. Factories Act and Regulations & Rules 1934
- c. Workmen's Compensation Act 1923
- d. Payment of Wages Act 1936 (adapted in 2014) Sec.20
- e. Minimum Wages Ordinance 1961 (adapted in 2012) Sec.9
- f. The Employment of Children Act 1991
- g. The Employment of Children Rules 1995
- h. The Children (Pledging & Labour) Act 1933
- i. Contractor shall comply with the provisions of the Minimum Wages Act, 1948, Industrial Disputes Ordinance, 1959 (amended 1967), Maternity Benefits Act, 1958 & Maternity Benefits Rules 1961, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

- j. Safety and other welfare/ social welfare and social security measures as per Provincial Social Security Ordinance 1965 and laws of land.

9.0 Settlements of Disputes & Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall in the first instance be sought to be resolved amicably by mutual consultation with the Engineer –in- charge or DGM I/c , SLIC. Failing which they shall be referred by either party to the Real Estate Functional Committee (**REFC**) of SLIC for settlement. The decisions of the REFC of SLIC shall be final & binding on both parties.

CLAUSES OF THE CONDITIONS OF CONTRACT AND MATTERS DEEMED AS "EXCEPTED MATTERS"

The following shall be treated as "Excepted Matters" for the purpose of arbitration:

1. Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or SLIC or to any person on his or their behalf in the relation to the obtaining of the execution of this or any other contract with SLIC, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with SLIC. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of SLIC and if he shall do so SLIC shall be entitled forthwith to rescind the contract and all other contracts with SLIC. Any question or dispute as to the commission of any offence or compensation payable to SLIC under this clause shall be settled by DGM I/c SLIC in decision shall be final and conclusive.
2. Meaning and intent of specifications and drawings.
3. Rates for extra items of works
4. Measurement of works
5. Provisions of Payment of Wages Act
6. Payment of advances and recovery
7. Determination of contract
8. Provisions of Government of Pakistan Labour Policy 2010
9. Non-conformance of work

13.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify SLIC (through Indemnity bond on format approved by SLIC, before commencement of work) against all losses and claims whatsoever in respect of injuries or death to any person, whether SLIC or Contractor's employee or a third party, or loss / damage to any property whether of SLIC, Contractor or third party, which may arise out of or in consequence of the execution and maintenance of the works related to this contract. This indemnity shall be against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

10.0 **OTHER INDEMNITY**

The contractor shall also indemnify SLIC (through Indemnity bond on format approved by SLIC, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

11.0 **INSURANCE:**

The contractor is required to seek Insurance policy against injury or death of his own employees or any third party which may result out of execution of this contract. FM (Facility Manager) agency is liable to replace/ repair SLIC property/ equipment in the event of fault/ damage etc. due to the fault of FM agency. SLIC has insured its property. The insurance policy arranged by SLIC in this respect may be seen from SLIC office for knowing the conditions under which claim can be raised on Insurance Company. Thus, FM agency is required to inform SLIC in writing in the event of fault/ damage/theft etc. to the property/ equipment for the cause other than the fault of FM agency when claim can be raised on the insurance company. FM agency shall pursue on behalf of SLIC with the insurance company for realization of the claim to SLIC, if so desired by SLIC. In case of failure of FM agency to follow the above directives, FM agency shall be solely responsible for losses suffered by SLIC in the event of fault/ damage etc. to the SLIC property.

12.0 **Withholding and lien in respect of sums due from Contractor**

- 12.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer/ Caretaker or the SLIC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer/ Caretaker or the SLIC shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.
- 12.2 SLIC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for SLIC to recover the same from him in any manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by SLIC to the contractor, without any interest thereon whatsoever.

13.0 **RATES TO BE INCLUSIVE OF TAX(ES) & LEVI(ES)**

1. Tendered rates must be inclusive of all taxes, duties and levies (excluding service tax), payable under the respective statutes. Applicable Service tax shall be paid in first running bill and subsequent running bills shall be entertained only after producing proof of payment of service tax to the concerned authority for the previous month already paid to the contractor (In case service tax payment to the concerned authority is delayed by the contractor, the payment of penalty, interest or any other charges shall be borne by the contractor). However, pursuant to the Constitution, if any new tax or increase/decrease in tax (except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes/ levies the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of SLIC (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. SLIC will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work.

2. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly Authorized representative of SLIC and further shall furnish such other information/document as the Engineer/ Caretaker may require.
3. The contractor shall, within in a period of 30 days of imposition of any further tax or levy pursuant to the Construction and Operation of Engineering Works Byelaws, 1987 (Amended Upto April, 2013) give a written notice thereof to the Engineer/ Caretaker that the same is given pursuant to this condition, together with all necessary information relating thereto.

14.0 **TERMINATION:**

- a) The Employer shall have the right to terminate the Contract wholly or partly by giving a notice of 30 (thirty) days to the Contractor :
 - i. In the opinion of the Employer's Representative the Contractor's performance is unsatisfactory.

OR
 - ii. The Contractor fails to abide by any of the conditions of the contract or the instructions of the Employer's Representative.

OR
 - iii. The Contractor fails to fulfill his obligations regarding payment of salaries to his workers/ employees as mentioned in Clause-36(a) herein.
- b) The Employer shall also have the right to terminate the Contract by giving a notice of 30 (Thirty) Days if he decides to discontinue the services of the Contractor due to any reasons other than those mentioned above. However, in such a case the Employer shall not invoke/ forfeit the Performance Bond of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same in full and final settlement of the accounts under the Contract.
- c) **Termination of Contract on demise/ death of Contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor (in proprietary case) dies, the SLIC shall have the option of terminating the contract without compensation to the contractor's successor.

15.0 **FORCE MAJEURE**

- 15.1 Neither the Contractor nor the Owner (SLIC) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.
- 15.2 As soon as the cause of Force Majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 15.3 From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and the inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 15.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of Force Majeure lasting to a period of 6 months or more, the two parties shall consult each other to decide regarding the future execution of this agreement.

16.0 **SUFFICIENCY OF TENDER:**

- 16.1 The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange

his work that there will be no interference. SLIC shall entertain no claim on this account.

16.2 The rates quoted by the contractor shall also take into account the cost of the following: -

a) **TAX(ES) DEDUCTIONS:**

Appropriate deductions at source as per relevant Tax(es) Rules applicable at the time shall be made from bills submitted by the contractor.

b) **RATES TO BE INCLUSIVE OF ALL MATERIAL & LABOUR ETC.**

The rates for all items, unless clearly specified otherwise, cover all costs for proper execution of work including labour, material, hire charges of machinery etc. and any other inputs involved during execution of the works.

16.3 **OTHER DEDUCTIONS FROM MONTHLY BILL**

- a. Cost of Material would be deducted as assessed by the SLIC Engineer/ Caretaker in case of any material is found short at site.
- b. Minimum Rs.500/- per day per worker in case of absence from duty site.
- c. SST and Income Tax would be deducted as per Government Rules.

17.0 **CONTRACT AGREEMENT:**

The agreement shall be executed within 7 days from the date of issue of letter of award on a non-judicial stamp paper of appropriate value as per Pakistan Stamp Act applicable in the State in which works are being executed and the cost of the stamp paper shall be borne by the contractor.

18.0 **PRICE ESCALATION:**

Rates once accepted will remain constant for the entire duration of the contract. No price escalation shall be applicable for this work during the currency of contract, stipulated or extended period, if any, of contract.

Escalation/ Reduction of the Prices of Goods & Services for extension of contract agreement would be determined subject to mutual consent and inflationary, deflationary & stagflationary economic indicators during the currency of contract in

the same financial year as announced and notified by the central regulatory authority concerned.

19.0 **CURRENCY OF CONTRACT**

- 19.1 Contract will be for the period of one (01) year (extendable on satisfactory performance to contractor up to maximum of two terms of one (01) years).
- 19.2 Contract will come into force from the date of signing of Contract Agreement or _____ and the contractor should deploy personnel on that date (0800 hours).
- 19.3 The Employer may in writing, terminate contract upon serving 30 days notice, and the same shall stand terminated forthwith upon expiry of 30 days from the date of issuance of such notice unless said notice is withdrawn by SLIC or payment of half month contract price based on last month verified bill to the contractor.
- 19.4 In case, the contractor intends to terminate running contract, 60 days prior notice will be served to the Employer or payment of 30 days contract price based on previous month verified bill to the SLIC.

CLAUSE 20. PAYMENTS TO CONTRACT LABOUR/ SERVICES STAFF CLAUSE

- 20.1 The contract labour/ staff for services will be provided at fixed monthly cost of Rs. 37,000/- The Minimum salary wages of contract labour/ services staff as notified by the Govt. of Pakistan shall be followed by the contractor.
- 20.2 The contractor shall issue to the Employer a consolidated Invoice by the last day of current month and payment will be made to the contractor within a reasonable period of receipt of invoice. Payment to contractor shall be made after deduction of all applicable taxes, levies etc.
- 20.3 The Employer may also make pro rata deduction from the invoiced amount on account of the absence of any staff being absent from duty or otherwise engaged in unauthorized or other activities which may be harmful for the Employer, which shall be determined by sole reference to Employer.
- 20.4 Personnel will be considered to be on effective pay Roll of the contractor from the date they report at the post of the Employer.
- 20.5 Pay to the personnel will be disbursed by the contractor vide their own arrangements by or before 7th of each month, without awaiting for payment of monthly invoice, while no personnel would bear any lien against Employer.

- 20.6 The Firm (Contractor) shall pay the salary to the employees through cross cheques (Payee's A/c only) and shall attach the same with the invoice along with the detail of tax deduction from salary at source, otherwise, the invoice shall not be processed and strict action shall be taken accordingly.
- 20.7 Bidder may compete the bidding process with respect to own profit margin. Any bid having price quoted below the Govt. determined minimum wage rate i.e., @Rs.37000/- for 8 hour shift for 26 days a month (for the year 2024-2025 excluding statutory benefits, profits, over heads, taxes etc., of the bidder) would be considered non workable and liable to rejection summarily forthwith.
- 20.8 Payment towards workers Insurance, Social Security and EOBI or any other dues that may become applicable will be paid by the contractor at no extra cost to the Employer.

21. **GENERAL OBLIGATIONS:**

- a) The Contractor shall when called on to do so enter into and execute a Contract Agreement in the form annexed with such modifications as may be approved by the Employer.
- b) The Contractor shall provide a surety or sureties approved by the Employer to be jointly and severally bound with the Contractor to the Employer for the due performance of the contract by the Contractor under the terms of a Performance Bond, specimen annexed and approved by the Employer in the amount specified in the Memorandum of the tender.
- c) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and the rate and price shall except in so far as it is otherwise expressly provided in the contract cover all his obligations under the contract and all matters and things necessary for the proper execution of the works.
- d) The Contractor shall execute the works in strict accordance with the contract to the satisfaction of the Employer's Representative and the whole of the labour, materials, tools and instruments, other things to be provided by the Contractor pursuant to the contract and the mode, manner and speed of execution of the works are to be of a kind and conducted in a manner to the satisfaction of the Employer's Representative.
- e) The Contractor shall comply and adhere strictly to the Employer's Representative's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The

Contractor shall take instructions and directions only from the Employer's Representative **OR** (Subject to the limitations of the Clause 30 – (i) from the Engineer of SLIC Pakistan.

22. INSTRUMENTS AND TOOLS:

The Contractor shall supply and maintain such sufficient instruments, tools and equipment for the use of his staff that are required to enable him to fulfill his obligations under the contract.

23. LABOURERS/ WORKERS:

- a) The Contractor shall make all arrangements in connection with the recruitment, supervision, transport, accommodation, quarantine and all other matters whatsoever in connection with the employment of laborers and supervisory staff provided that the Contractor shall not recruit or attempt to recruit persons in the service of the Employer.
- b) The Contractor shall at all times take all requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst the laborers and others employed by him or his sub-contractors for the purpose of or in connection with the contract and for the preservation of the peace and the protection of the inhabitants and the security of property on or in the neighborhood of the site.
- c) In respect of all laborers directly or indirectly employed by the Contractor for the performance of the works, he shall comply with or cause to be complied with, all rules framed by the Federal and Provincial Governments and any local body from time to time for the employment of labour including the protection of health and sanitary arrangements for the workers.
- d) The Contractor shall maintain at site proper attendance registers to record the attendance of his employees and submit a return in detail at the end of every week to the Employer's Representative showing:
 - i. The numbers of several classes of labour employed by him on the works during the period.
 - ii. Their working hours, and
 - iii. Details of any accidents during the period indicating extent of damage and injury.
- e) The Contractor's Agent shall show the attendance registers to the Employer's Representative whenever called upon to do so.

SECTION –IV

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1.0 DOCUMENTS COMPRISING THE BID

1.1 Technical and Financial Bid will be uploaded via e-PADS:

- i) Cost of tender paper amounting to Rs.0/ in shape of DD drawn in favour of Real Estate, State Life Insurance Corporation of Pakistan, Islamabad or the cash receipt in case of tender paper purchased from the Institute.
- ii) EMD amounting to Rs.100,000/- in shape of DD drawn in favour of Real Estate, State Life Insurance Corporation of Pakistan, Islamabad.

1.2 Post-Qualifying (Capability) Bid – shall comprise of;

- a. A Technical offer listing each item of work which the bidder will perform, as given in "Spectrum of Services". Against each item, the bidder will give a brief description of the methodology he will adopt for doing the work, the number of persons to be deployed and the equipment. The bidder must quote for providing all the services listed in the "Spectrum of Services" (Please see Clause-3 of Section - I).
- b. Original Bid documents duly signed on all pages by the bidder.
- c. Written Power of Attorney on stamp paper of Rs.100/- in favour of person signing the tender documents from authorized signatory of the company.
- d. Copies of affidavit for sole Proprietorship/ Partnership Deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- e. An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted at SLIC before negotiation of your offer price.
- f. Documents in support of financial stability of the firm like attested copies of audited balance sheets, profit & loss account statement etc. for the last **3** financial years.
- g. Duly completed Covering Letter as per Proforma – 1 of Section II (Prequalifying Criteria).
- h. Duly completed Letter of unconditional acceptance as per Proforma – 2 of Section II (Prequalifying Criteria).

- i. List of similar works completed and underway during last 5 years as per Proformas – 3A, 3B of Section II duly supported by Completion Certificate and other documents as per requirement.
- j. Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by Notary/ Magistrate as per Proforma – 4 of Section II.
- k. Photocopy of NTN/ STRN certificates is to be submitted.

Note-1. SLIC reserves the right to cross check authenticity of any of the relevant document(s)/ information directly with the issuing authority /authorities at any stage. In case of submission of fraudulent document/ suppression of information or submission/ providing wrong information by the bidder, or at any stage, if it is found that bidder has secured the contract through fraudulent means, documents, information; his bid is liable to be rejected. , his **Bid Security/ earnest money deposit** submitted to SLIC shall be forfeited/ confiscated and further action shall be taken by SLIC as deemed fit.

Note-2. All the pages of each supporting document for Post-Qualification mentioned under Clause-1.2 above as well as bid documents, submitted by the bidder shall be signed & stamped by bidder in original. However, copies of supporting document for Post-Qualification mentioned under Section II above, are required to be attested by the bidder as well as by a Gazetted officer or Notary Public with name, designation and stamp/ official seal of attesting authority clearly shown and these documents are still required to be submitted even if these have been submitted earlier by the bidder along with any other tender or for post-qualification tender.

1.3 Price Bid;

Price bids of only qualified bidders shall be opened on the date and time fixed for opening of Price-Bid and intimated to the bidders who meet the pre-qualifying criteria. The tenderers whose Technical bid has not been found responsive/ acceptable will be advised about this fact and asked to take back the earnest money accordingly.

The price bid should contain the following:-

- i) Price Bid shall contain the item rates duly filled in words and figures in Bill of Quantities (BOQ) of Section – V of this tender document indicating total of all items.
- ii) Bid price would be inclusive of all consumables like petroleum jelly, contact cleaner & minor painting touch up works etc.

- iii) The rates shall be filled only on the original BOQ format issued to the bidder (Vol. II), duly signed on all pages. Corrections shall be avoided, however if there are certain corrections, all corrections must be duly signed by the bidder in original.
- iv) **Every page of the priced bid document will be signed and stamped by the bidder.**
- v) Rebate, if offered, shall be shown separately below the total of BOQ items. **No conditional rebate will be acceptable. Failure to follow this procedure will render the bid liable for rejection.**

The priced bid with any condition including conditional rebate is liable for rejection

- 1.4 Bids must be received via e-PADS at the following address so as to reach not later than the last date/ time specified in the NIT to **DGM I/c, SLIC.**

2.0 SITE VISIT

- 2.1 The bidder is principally advised to visit and inspect the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. The costs of any such visits/ site inspections shall be entirely at the bidder's own expense. The bidders are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed preliminary to and during the progress of the services. He should also assess the law and order situation, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under contract. The contractor will be fully responsible for the financial effect of any or all the above factors in his rates including also the factors like age of machines, types of AMC, Working Environment, furniture, equipment etc. installed in SLIC campus. **No compensation will be given on account of ignorance of any of the factors during execution of the works.**
- 2.2 The bidder and any of his personnel or agents will be granted permission by the SLIC to enter upon their premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents will release and indemnify the SLIC their personnel and agents from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage,

costs and expenses however caused which but for the exercise of such permission would not have arisen.

2.3 Before submitting a bid, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates the bidder enters in the bid forms are adequate and all-inclusive for the completion of work to the entire satisfaction of SLIC

2.4 No. TA/ DA will be admissible against Pre-Bid Site Visit.

3.0 **RATES AND PRICES**

3.1 The bidders shall quote their rates for all items described in the Bill of quantities. Items against which no rate or price is entered by the bidder will not be paid by the SLIC when executed and shall be deemed to be covered by the other rates and/or prices quoted in the bill of quantities.

3.2 The bidder should quote their rates in figures as well as in words. In case of discrepancies between **the unit rates quoted in figures and in words, the unit rates quoted in words shall prevail.**

3.3 The amount for each item should be worked out and the requisite totals given. In case of discrepancy between the unit rate and the total amount derived from multiplication of unit rate and the quantity, the unit rate as quoted will govern and the total amount will be corrected.

3.4 The bidders are not permitted to quote their rates in units other than the units mentioned in the bid documents against the individual items. In case the rates are quoted in units other than the units mentioned in the bid documents, the units mentioned by the bidder shall be ignored and the units mentioned in the bid documents will be deemed to apply for evaluation of the bid as well as the execution of the item.

3.5 The rates shall be quoted only on the proper form of the bid and each page of the Bill of Quantities shall be signed. Any cutting or over-writing shall be authenticated by original signature and stamp.

3.6 While quoting the rates in the Bill of Quantities the word 'only' should be written closely following the amount and it should not be written in the next line. No gap should be left. Space if any left after writing word 'only' shall be strike out.

- 3.7 Tendered rates must be inclusive of all taxes, duties and levies, payable under the respective statutes. However, pursuant to the Constitution (Forty six Amendment) Act, 1982, if any new tax or increase/decrease in tax(except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes / levies, the contractor shall be reimbursed the amount so paid on production of proof of payment, provided such payment, if any is not in the opinion of SLIC (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor. SLIC will have no liability whatsoever on any account to pay any taxes, levies, duties etc. levied by Central / State Govt. pertaining to execution of the work. **The monthly bill will be paid to the contractor subject to satisfactory performance (maintenance) during the said period.**
- 3.8 The rates for all items of work shall, unless clearly specified, otherwise include cost of all labour, material and other inputs involved in the execution of the item.
- 3.9 The rates quoted by the bidders shall be fixed. No compensation on any account shall be paid to the contractors e.g. due to delay in handing over the site, interruption in the work due to any reason (other than those occurring due to war-like situations), reduction in quantities and/or reduction in scope of work.
- 3.10 Under Section 153(1)b of the Income Tax Ordinance 2001- Service Sector, the deduction of Income Tax will be made from the sums paid for carrying out the work under this contract as per the prevailing rules regarding filer, non-filer, company, others etc.
- 3.11 The Bidder(s) shall not increase his/ their quoted rate(s) in case of negotiation. Negotiations shall not amount to cancellation or withdrawal of original offer and incase negotiations fail rates originally quoted will be binding on the bidder(s).
- 3.12 The bidder/s shall submit the break-up/ analysis of rates if called upon to do so.

4.0 **AWARD OF CONTRACT**

- 4.1 SLIC reserve the right to reject lowest or any other bid or all the bids without assigning any reason whatsoever and to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders for SLIC action.
- 4.2 Bidders must quote for all the services listed in the "Spectrum of services". SLIC reserves the right of accepting the whole or any part of bid or split up the work

amongst more than one bidder without assigning any reason whatsoever and the bidder(s) shall be bound to perform the same at the rates quoted.

- 4.3 Prior to expiry of the period of Bid validity prescribed by SLIC, SLIC will notify the successful bidder by post/ courier or Fax to be confirmed in writing that his bid has been accepted. This letter hereinafter called the Letter of Acceptance/ Letter of Award shall constitute a part of contract.
- 4.4 On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer/ Caretaker shall be communicated to the Engineer/ Caretaker.
- 4.5 The bidder whose bid is accepted shall be required to submit non-judicial stamp papers of appropriate value (without extra cost to SLIC) in his name for payment of stamp duty as per the provision of Pakistan Stamp Act within 7 days of the date of issue of Letter of Acceptance/ Letter of Award and shall be required to appear at the office of the SLIC in person, or through a duly authorized representative to execute the contract documents/ agreement within 15 days after receipt of the notice for signing the Contract Agreement (Annexure-I). No payments shall be released to the contractor until the agreement is signed. Failure to do so shall constitute a Breach of the agreement effected by the acceptance of the tender in which case the Earnest Money accompanying the tender shall be forfeited by the SLIC as liquidated damages for such default.
- 4.6 In the event of any bidder whose bid is accepted shall refuse to execute the contract agreement, the SLIC may determine that such bidder has abandoned the contract and there upon his bid and the acceptance thereof shall be null and void and the SLIC shall be entitled to forfeit the earnest money as liquidated damages for such default.

5.0 **COURT'S JURISDICTION**

- 5.1 Any suit or application, arising out of any dispute or difference on account of this bid or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at Rawalpindi only and no other court of any other District of the country shall have any jurisdiction in the matter.

6.0 **GENERAL**

- 6.1 The contractor's operations and proceeding in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and

the contractors shall further observe and comply with the bye laws and regulations of the Government of Pakistan and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works or site and over operations such as those as carried out by the contractor(s) and shall give all notices required by such bye-laws and regulations. The contractor/contractors and his/their workmen shall also comply with the hospital and medical regulations in force for the time being.

7.0 **DEVIATIONS:**

7.1 SLIC will entertain no technical or commercial deviations. In case the bidder notes any ambiguity in the bid documents, it shall be clarified during the pre-bid meeting. In case any condition is put forth by the bidder such bids are liable for rejection.

A categorical confirmation in the form of a certificate as per Proforma – 4 will be furnished by the bidder in this respect.

8.0 **EVALUATION OF BIDS:**

8.1 SLIC will determine the substantial responsiveness of each bid with reference to bid terms and conditions. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning following will be deemed to be material deviation;

- i. Earnest Money Deposit (EMD).
- ii. Taxes & Duties.
- iii. Payment terms.
- iv. Commencement of work.
- v. Security deposit.
- vi. Liquidated Damages.
- vii. Validity of Bid.
- viii. Post-qualification requirement/criteria
- ix. Spectrum of Services
- x. Frequency of Maintenance

8.2 SLIC's determination of bidder's responsiveness will be basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. All decisions by

SLIC on the evaluation of bids will be considered final and become binding on the Bidders and would not be subject to any scrutiny thereof.

MEMORANDUM
SPECIAL CONDITIONS OF CONTRACT AGREEMENT

1	Amount of Bid Security	Rs.100,000 in the form of (Pay order/ Bank Draft in the name of State Life Insurance Corporation of Pakistan must be submitted in hard form to PA office.
2	Release of Bid Security	i. Shall be released to unsuccessful bidders after the acceptance of bid. ii. To the successful bidder on satisfactory completion of entire services agreement term/ period.
3	Mode of Payment	Monthly Bill
4	Retention Money	Deduction of 5% from monthly services bills maximum upto the aggregate annual contract worth
5	Release of Retention Money	Retention Money already deducted from monthly bills in the form of installments and equivalent to 5% of the annual contract worth will be released on completion/ expiry of contract term/ Period.
6	Liquidated Damages in case of non-completion of work within the stipulated period.	Liquidated damages would be charged @0.25% per day of monthly contract worth
7	Limit of Liquidated Damages	Maximum upto 10% of Contract Worth
8	Method of Payment	Monthly Bill submitted by the contractor on rendering satisfactory services duly verified by concerned building caretaker
9	Date of Commencement	Within Seven (07) Days from the Date of Issuance of Letter of award.
10	Services Agreement Period	For a period of 12-Months
11	Period of Honoring Bill	Within Ten (10) Days of Engineer/ Caretaker's Certificate.
12	Validity of Tender	One Hundred Eighty (180) Days (from the date of opening of Tender).
13	Agreement	Rs.500/- stamp paper within Three (03) Days after signing of Letter of Award.

14	Deduction from Bill (Income Tax, Absentees or any other Tax Levied by the Federal/ Provincial Government	i) Cost of material would be deducted as assessed by SLIC Engineer/ Caretaker in case any material is found short at site ii. Minimum 1 day wages per worker in case of absence of worker from duty site iii. GST/ Provincial Sales Tax on Services iv. Income Tax would be deducted as per Government devised criteria/ Rules.
15	Insurance Cover	The successful bidder's firm/ company shall have to arrange and provide an insurance coverage of Rs.500,000/- (Rupees Five Lac Only) from AAA rating insurance firm/ company in favour of State Life Insurance Corporation of Pakistan to cover any incident occurred or damage caused by the negligence by the Lifts/ Elevators Operation and Maintenance Services Firm/ Company in the Building.
16	Payment of wages to contract labour/ services staff	<u>As per Clause 20.5 of Section – III 'Conditions of Contract'</u>
17	Workmen's compensation policy	As per the requirement of workmen's compensation Act.
18	Venue of Arbitration	Rawalpindi
19	Working Days	Six (06) working Days except Gazette holiday (09:00 Hours to 17:00 Hours)
20	Signatory of Contract Agreement	Bearing Valid Power of Attorney
21	Commencement of work	Not later than Three (03) Days from the Date of Issuance of Letter of Award of Work.
22.	Price bid conformity with Govt. minimum wages notification.	Any bid found violating Govt. minimum wages notification would be considered non-responsive and rejected forthwith.

BIDDER'S SEAL & SIGNATURE

SECTION –V

BILL OF QUANTITIES (SCHEDULE OF PRICES)

Note: **TO BE SUBMITTED BY THE CONTRACTOR ON THEIR LETTER-HEAD.**

Incharge (Real Estate)
Real Estate,
STATE LIFE Building No. 5,
Phase-II, Blue Area,
I S L A M A B A D.

Subject:- OPERATION, MAINTENANCE & SERVICING OF 4 NOS. ELEVATORS/ LIFTS OF MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE BUILDING, GUJRAT.

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications and visiting the site for execution of the above mentioned works, we the undersigned, being a Company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy and defects therein in conformity with the said documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____ only) or such other sum as may be ascertained in accordance with the said documents.
2. We undersigned all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a 'Bid Security' in the amount of _____ drawn in your favour.
4. We undertake, if our Bid is accepted, to commence the works and the deliver and complete the works comprised in the contract within the time(s) stated in 'Contract Data'.
5. We agree to abide by this Bid for the period of **180** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Thank you,

Yours Sincerely,

For and Behalf of Contractor/Firm
(with official seal)

Encl:- Pay Order/ CDR.

**BILL OF QUANTITIES
(SCHEDULE OF PRICES)**

- A.** SALARIES OF CONTRACT PERSONNEL/ LABOUR FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF 04 NOS. (KONE 02 AND MONARCH 02) LIFTS/ ELEVATORS INSTALLED AT STATE LIFE BUILDING GUJRAT

Sr. No.	Description	Qty.	Rate (PKR)	Amount (PKR)
1.	Maintenance & Servicing of KONE 02 & MONARCH 02 Lifts Charges	04-Nos.		
2	Lift Technicians Charges	01-No.		
3.	Lift Operators Charges	02-Nos.		
	Statutory Benefits of Workers EOBI, ESSI etc.	04-Nos.		
Contractor Profit @ 25%				
GST/SST @16% on Profit				
Total Charges Per Month				
Total Charges Per Annum				

- B.** Overtime Charges beyond normal working hours & holidays for MAINTENANCE CONTRACT (AMC) OF 04 NOS. (KONE 02 and MONARCH 02) LIFTS/ ELEVATORS INSTALLED AT STATE LIFE BUILDING GUJRAT.

EXTRA-OPERATION/ OVER-TIME CHARGES:-

Extra Operation – O/T Charges for Beyond Normal Operating Hours on a Working Day	Per Hours	PKR 300/-
Extra Operation – O/T Charges for Sundays & Public Holidays	Per Hours	PKR 500/-

NB: - All Govt. Taxes should be included in Contract amount/ consumable item. GST/ SST/ PST is applicable only to Mandate/ Profit of the Contractor.

** GST/ SST @18% for ICT Islamabad and PST @16% for Punjab.

Amount in words (For One (01) Years) _____

**Note:-

- (i) Total consolidated monthly amount including Minimum Wages @Rs.37,000/- (ESSI, EGI, EOBI etc.) per person should be quoted by the bidder under each of the category separately.
- (ii) The bidder should quote the details (price-break up) of the monthly consolidated amount in the Table-B given on next page.
- (iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents.

(iv) Prices shall be valid for a period of one year. However, on revision of minimum wages by O/o The Labour Welfare Department, ICT Islamabad and O/o The Labour Welfare Department, Punjab and O/o The Labour Welfare Department, Khyber Pakhtunkhwa the same shall be revised by the Client. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.

(v) The quoted consolidated monthly amount prices shall be inclusive of all charges including Client's contribution towards EGI, EOBI, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform, Supervision of company etc.

(vi) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

(vii) The Contractor shall mandatorily ensure that the cost per head as at 'A' in Table 'B' is paid as monthly wages to their PERSONNEL who are deployed in Client's premises for cleaning services.

(viii) Bidder may compete the bidding process with respect to own profit margin. Any bid having price quoted below the Govt. determined minimum wage rate i.e., @Rs.37,000/- for 8 hour shift for 26 days a month (for the year 2024 excluding statutory benefits, profits, over heads, taxes etc., of the bidder) would be considered non workable and liable to rejection summarily forthwith.

(ix) *Price Break-up of the quoted prices shall be submitted by the Contractor in the format given in Table B at next page:*

The basic wage for 8 hours should be computed @Rs.1423/- per day for 8 hours shift for 26 days as per Govt. determined Minimum Wage Rate i.e., @Rs.37,000/- pm The bidder may compete the bidding process with respect to own profit margin.

The payment shall be made by the following formula with relevant changes as per above. The Contractor shall also pay to his personnel by this formula. This formula takes care of all the paid weekly holidays, National holidays and other gazetted holidays.

Formula:

Wages payable to individual = (Total Monthly Wages as above/ No. of working days in the month) x (No. of days worked in the particular month by the individual).

In addition to the Tender Terms & Conditions, Contractor shall adhere to the minimum wages as announced by Govt. of Pakistan, in case of failure;

- a. The contract will not be awarded.
- b. The contract will be terminated at any stage, if contractor is found at default.
- c. *The Cleaning Duty hours shall be to suit the working hours of the Employer. According to current Employer's working hours (Monday to Saturday), the Cleaning Duty shall be as follows:-*
 - ◆ **Shift** **From 09:00 A.M. to 05:00 P.M.**
 - Rate per Day basic wages including DA etc., quoted by tender/ should not be lesser than the minimum Wages prescribed by the provincial/ Federal Govt. (Whichever is higher).
 - **Statutory liabilities** such as ESSI, EGI/ EOBI Goods Service tax etc., will be paid as per prevailing rates as declared by the State/ Federal Government from time to time.

- While quoting **minimum Service Charge @5%**, the Service Provider should take care of all **Statutory Payments (EOBI, ESSI, EGI etc.)** and liabilities that may arise like Bonus, Gratuity etc., if any or any charge that may be levied by the Statutory authority in future.
- The difference in subsequent minimum wages rates due to revision of the rates by the Labour Welfare Department/ State Government will be adjusted by the corporation accordingly.
- Income Tax will be deducted at source at the time of payment as per Rules.
- No any other charges will paid by SLIC except as mentioned in terms and condition.
- The bidder's mandate/ profit must not exceed 25% of the contract net worth (excluding workers' salaries)

Remarks: The scope of work under each item of BOQ shall be as per detail given under "Spectrum of Services" in Clause 3.0 of Section – I.

Signed by the parties at Islamabad on this _____ day of _____ in the presence of the Witnesses.

(MANAGING DIRECTOR)
 M/s _____

(DEPUTY GENERAL MANAGER)
 For and on Behalf of the Owner
 State Life Insurance Corporation of Pakistan

Witnesses:

1. _____

2. _____

FORM OF AGREEMENT

(To be executed on Non-Judicial stamp paper of worth Rs.500/-/-)

Agreement No: _____

Dated: _____

THIS AGREEMENT is made on _____ day of _____ (month), ____ (year) between State Life Insurance Corporation of Pakistan, an autonomous Government of Pakistan Enterprise, a body corporate constituted and established under the Life Insurance (Nationalization) order No. X of 1972 having its principle office at State Life Building No.9, Dr. Zia-ud-Din Ahmad Road, Karachi hereinafter called **SLIC**, (which expression shall, wherever the context so demands or requires, includes their successors in office and assigns) on the one part and M/s. _____ hereinafter called the **Contractor** (which expression shall wherever the context so demands or requires, include his/their successors and assigns) on the other part.

WHEREAS the SLIC is desirous that certain works should be executed viz. (brief description of the work) and has by Letter of Acceptance dated _____ accepted the tender submitted by the contractor for the execution, maintenance and completion of such works at a total contract price of Rs.----- (Rupees----- only).

Now THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents in conjunction with Addendum/ Corrigendum to Bid Documents shall be deemed to form and be read and construed as part of the agreement viz;
3.
 - a. This Form of Agreement
 - b. The Letter of Award dated _____
 - c. Priced Schedule (Bill of Quantities)
 - d. Amendments to Tender Documents
 - e. Prequalifying Criteria- Section
 - f. Conditions of Contract/ Clauses of Contract
 - g. Notice Inviting Tender (NIT) and Instructions to Bidders
 - h. Memorandum – Special Conditions of Contract Agreement

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in the order set out above.

4. In consideration of the payment to be made by the SLIC to the contractor as hereinafter mentioned, the contractor hereby covenants with the SLIC to execute, complete and maintain the works in conformity in all respects within the provisions of the contract.

5. The SLIC thereby covenants to pay to the contractor in consideration of the execution, completion and maintenance of the works at contract price at the time and in the manner prescribed by the contract. In WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

M/S. _____ (for contractor)

_____ (for SLIC)

In the capacity of _____

in the capacity of _____

On behalf of: Contractor

On behalf of SLIC

In the presence of

In the presence of

1. _____

1. _____

2. _____

2. _____

No.

Date: _____

To,

Incharge (Real Estate)

Real Estate,
STATE LIFE Building No. 5,
Phase-II, Blue Area,
I S L A M A B A D

Subject:- **LETTER OF SUBMISSION OF BID**

Sir,

1. Having examined the drawings, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in conformity with the said drawings, conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within the period as per date specified in the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period of 18 months. I/we agree to abide by this tender for a period of months from the date of opening of Technical Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3.
 - a. A sum of **Rs.**_____ (Rupees _____ Only)
towards earnest money deposit in the form of demand draft/ Pay order bearing no.....drawn on
.....dated.....in terms of
the Instruction to Bidders is enclosed.
 - b. Sum of Rs500/-0.00 towards cost of tender document if (downloaded) in the shape of Demand draft bearing no.....drawn on

..... dated.....is enclosed.

4. Unless and until an agreement is prepared and executed, this bid, together with SLIC written acceptance thereof, shall constitute a binding contract between us.
5. We understand that SLIC is not bound to accept the lowest or any bid SLIC may receive.
6. Name of the partner/ representative of the firm authorized to sign:
a) _____ b) _____

Or

Name of persons having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours faithfully,

Signature of the Bidder

Permanent address _____

Local Address _____

Note:- The contractor is to fill up the blanks in above form before signing & submitting the bid.

7. This application is made in the full understanding that:
 - a) bids by pre-qualified bidders will be subject to verification of all information submitted for prequalification at the time of bidding.
 - b) SLIC reserve the right to :
 - i) Amend the scope and value of any contracts bid under this work.

- ii) Reject or accept any bid, cancel the post-qualification process and/ or bidding process, and reject all the bids and

SLIC shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 7(b) above.

Signature of Authorized Representative of the bidder

Bidder's Stamp/ Official Seal-

Letter for Unconditional Acceptance of Bid Conditions

No.

Dated: _____

To,

Incharge (Real Estate)

Real Estate,
STATE LIFE Building No. 5,
Phase-II, Blue Area,
I S L A M A B A D

Subject:- **Unconditional Acceptance of Bid Conditions.**

Sir,

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/ we hereby submit our Bid and undertake to keep it valid for a period of two months from the date of opening of Technical Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/ we hereby further undertake that during the said period:
 - a. I/ we shall not vary/alter or revoke my/our bid during the validity period of Bid.
 - b. I/ we have quoted for the complete scope of the said work.
 - c. I/ we undertake to abide by the terms and conditions as stipulated in SLIC bid documents and as amended thereafter.
5. I/ we have not enclosed any condition/ deviation to conditions of e-Bid documents in the Price bid.

6. I/ we agree that in case of any condition is found to be quoted by us in the Price Bid, my/our bid will be rejected and my earnest money deposit is liable to be forfeited.
7. This undertaking is in consideration of SLIC agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.

Signature of Authorized Representative of the bidder.....

Designation

Date.....

Bidder's Stamp/ Official Seal

Proforma for submission of past Contractual Performance/ Declaration by the Bidder

(Affidavit on Non-Judicial Stamp Paper of Rs.500/-/- Duly Attested By Notary/ Magistrate)

This is to certify that we, M/s _____, in submission of this offer confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our Business has never been banned with us by any Federal/Provincial Govt. department/Public Sector Undertakings or Enterprises of Federal/ Provincial Govt.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for correctness of the information and documents submitted by us.
6. We have not submitted fraudulent document/ information either in present or past tenders.

Signature of Authorized Representative of the Bidder

Bidder's Stamp/ Official Seal

(with post-qualification documents).

Dated: _____

Incharge (Real Estate)

Real Estate,
STATE LIFE Building No. 5,
Phase-II, Blue Area,
I S L A M A B A D

Subject: OPERATION, MAINTENANCE, SERVICING 04 NOS. LIFTS/ ELEVATORS OF MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE BUILDING GUJRAT.

Dear Sir,

Having gone through the Tender document/Pre/Post Qualification Criteria for subject work, we hereby submit our Tender consisting of Technical & Financial bid for your consideration please.

2. Pay order/ Demand draft having No. _____ drawn on _____ bank dated: _____ consisting of Rs.70,000/- as Bid Security is submitted in hard form to Incharge Real Estate Office.

Thanking you,

Yours sincerely,

Signature: _____

Name: _____

Designation: _____

M/S: _____

Annexure – II

OPERATION, MAINTENANCE, SERVICING OF 04 NOS. LIFTS/ ELEVATORS OF MAKE 'KONE 02 AND MONARCH 02' INSTALLED AT STATE LIFE BUILDING GUJRAT.

A.	<u>COMPANY PROFILE:</u>		
	i.The company established before more than 10 years Marks (Full)		20 Marks
	ii.The company established within 1 to 10 years (Proportionate)		
B.	<u>MAINTENANCE PROJECTS HANDLED:</u>		
	03 Marks per Contract		15 Marks
C.	<u>MAINTENANCE PROJECTS IN PROGRESS:</u>		
	02 Marks per Contract		10 Marks
D.	<u>CERTIFICATIONS/ REGISTRATION</u>		
	ISO 9000 Certified Supplier	02 Marks	10 Marks
	ISO 14000 Certified Supplier	02 Marks	
	UKAS Certification	02 Marks	
	PEC Registration	04 Marks	
E.	<u>TECHNICAL STAFF:</u>		
	i. Engineer	07 Marks	15 Marks
	ii. D.A.E./ Foreman	05 Marks	
	iii. Industrial Technician/ Helper	03 Marks	
F.	<u>ENLISTMENT WITH OTHERS:</u>		
	02 Marks each company/letter		10 Marks
G.	<u>FINANCIAL POSITION:</u>		
	i.Balance Sheet	05 Marks	10 Marks
	ii.Banker Certificate	05 Marks	
H.	<u>LIST OF TOOLS / EQUIPMENTS:</u>		
	Engineering/ Maintenance Tool & Machinery	02 Marks	05 Marks
	Engineering/ Maintenance Plant/ Fabricator	02 Marks	
	Other Relevant Engineering/ Maintenance Tools	01 Marks	
I.	<u>PREVIOUS EXPERIENCE WITH STATE LIFE INS. CORP OF PAK.</u>		
	Satisfactory Services Rendered to SLIC	05 Marks	05 Marks
J.	<u>DISQUALIFICATIONS:</u>		
	i. Firms which are not registered with PEC, FBR (Active Tax Payer) Income Tax/ Sales Tax etc.		
	ii. Firms black listed by any Government, Semi Govt. Corporation, Multinational and Private Companies.		
	ii. Firms which are not registered with EOBI, ESSI etc.		

STATE LIFE INSURANCE CORPORATION OF PAKISTAN
CRITERIA OF EVALUATION / POST-QUALIFICATION ASSESSMENT SHEET

Subject: OPERATION, MAINTENANCE & SERVICING OF 02 NOS. LIFTS/ ELEVATORS OF MAKE 'KONE' INSTALLED AT STATE LIFE BUILDING, , GUJRAT.

Sr. #	Name of Contractor	Company Profile	Financial Statement/ Bank Certificate	Experience Work Completed	Experience Work in Hand	Certifications ISO 9000 ISO 14000 UKAS PEC Registration	Technical Staff Strength	List of Reference Pre-Qualified Enlistment	List of Tools/ Equipment	Previous Experience with State Life	Marks Obtained	Remarks
		(20)	(10)	(15)	(10)	(10)	(15)	(10)	(05)	(05)	(100)	
1												
2												
3												
4												
5												
6												

Note: Criteria of Post-qualification = **Minimum 60 Marks.**

REFC Committee Members: