

## **Invitation to Bid**

**Sub: Tender for Operation, Servicing & Maintenance of Air-Conditioning Units Installed at Ground Floor, State Life Building No. 9, Dr. Ziauddin Ahmed Road, Karachi and Servicing of Split A/C's Installed at Lift Machine Room's & CCTV Rooms SLB's – 3, 9 & 11 Karachi.**

***Tender Ref # ME/O&M/SLB-9/2025***

State Life Insurance Corporation of Pakistan (Real Estate Division) invites Electronic bids from the Contractors / Firms, registered with Income Tax and Sindh revenue Board for SST and active taxpayer of the Federal Board of Revenue.

2. Electronic Bidding Documents containing detailed requirements, terms and conditions is available for the registered bidders on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk))
3. The e-bids, prepared in accordance with the instructions in the bidding documents, must be submitted through EPADS on or before 26<sup>th</sup> March 2025 at 11:00 am. Manual bids, shall not be accepted. The e-bids will be opened on the same day by using EPADS at 11:30 am.
4. Contractor (s) is advised to submit original bid Security along with copy of Bidding Documents on or before closing time on tender i-e 11:00AM on dated: 26-03-2025.
5. In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Notification of said GRC is provided on the procuring agency's [www.statelife.com.pk](http://www.statelife.com.pk) and on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).

**Engr. Hasan Kashif (Deputy Manager-RE)**

5<sup>th</sup> Floor, State Life Building# 9, Karachi.

Office: 02199204939

# **STATE LIFE INSURANCE CORPORATION OF PAKISTAN**

*Tender Ref # ME/O&M/SLB-9/2025*

## **TENDER DOCUMENTS**

**FOR**

**Operation, Servicing & Maintenance of Air-  
Conditioning Units Installed at Ground Floor, State  
Life Building No. 9, Dr. Ziauddin Ahmed Road,  
Karachi and Servicing of Split A/C's Installed at Lift  
Machine Room's & CCTV Rooms SLB's – 3, 9 & 11  
Karachi.**

## **MEMORANDUM**

(Black to be filled in by the Tenderer)

<b>a.</b>	Title of work to be endorsed on the sealed package of the tender	Operation, Maintenance, Servicing of AC Units in. Ground Floor, State Life Building No. 9, Dr. Ziauddin Ahmed Road, Karachi and Servicing of Split A/C's Installed at Lift Machine Room's & CCTV Rooms SLB's - 3, 9 & 11 Karachi.
<b>b.</b>	Tendered Price of the Work.	<b>Rs. _____Per month.</b> <b>(Rupees _____).</b>
<b>c.</b>	Validity of the tender	One Hundred Eighty (180) Days from Tender Date
<b>d.</b>	Amount of Bid Security in the form of Pay Order/Bank Draft	40,000/-in favor of State Life Insurance Corporation of Pakistan
<b>e.</b>	Commencement of work	Not later than Three (03) Days from the Date of Issuance of Letter of Award of Work.
<b>f.</b>	Amount of third party insurance (minimum for any one accident for loss of property and/ or life)	Rs. <u>300,000.00</u>
<b>g.</b>	Workmen's compensation policy	As per the requirement of workmen's compensation Act.
<b>h.</b>	Venue of Attribution	Karachi.
<b>i.</b>	Working days	Six (06) working Days except Gazette holiday (08:00 Hrs to 17:00 Hrs)
<b>j.</b>	Retention Money	<b>5% Retention Money</b> will be deducted from each monthly bill and shall be released after satisfactory completion of the contract period.
<b>k.</b>	Period of Contract	<b>One (01) Year</b>
<b>l.</b>	Release of Bid Security	To Unsuccessful Bidder: Upon Signing of LOA to most advantageous Bidder. To Successful Bidder: Upon signing of contract agreement.
<b>m.</b>	Performance Guarantee	5 %
<b>n.</b>	Method of Payment	Upon submission of Monthly bill verified by AC In-charge, SLB# 9, Khi.

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**Seal & Sign of Contractor**

## **Additional Operational Charges**

- 1.** Charges for additional operation & Emergency requirement works.

**a)** Beyond normal operating hours (working day).

Rs. 500/- Per Hour

(Rupees Five Hundred Per Hour).

**b)** On Sundays and Public Holidays.

Rs. 600/- Per Hour

(Rupees Six Hundred Per Hour).

Minimum Payment for Four Hours.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025. Signature  
\_\_\_\_\_ in the capacity  
of \_\_\_\_\_ duly authorized to  
sign tenders for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
(Full address) \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Contract for Operation, Servicing & Maintenance of Air-Conditioning Units Installed at Ground Floor, State Life Building No. 9, Dr. Ziauddin Ahmed Road, Karachi and Servicing of Split A/C's Installed at Lift Machine Room's & CCTV Rooms SLB's - 3, 9 & 11 Karachi.**

**(TO BE FILLED IN BY THE TENDERER)**

<b>S#</b>	<b>DESIGNATION/ NAME</b>	<b>No. of Staff</b>	<b>Rate Per Staff (Rs.)</b>	<b>Total Rate (Rs.)</b>
01.	A.C Technician	02		
02.	A.C Mechanic	01		
<b>Sub Total Rs. (Per Month)</b>				
<b>Amount in Rupees Per Month:</b>				
<b>Sub Total Rs. (Per Annum)</b>				
<b>Amount in Rupees Per Annum:</b>				

**Note:-**

- The quoted rates should be inclusive of wages/salaries, EOBI, SESSI, Insurance, Sales Tax on services, income tax, profits, overheads, miscellaneous charges, levies etc.
- The contractor shall adhere to minimum wages/salaries and insurance. The contractor shall submit the certificate with the bill that all the staff deputed by the firm has been paid minimum wages and also the payments for their EOBI, SESSI and insurance are paid.
- Contractor shall remain responsible for non-payment of minimum wages to staff and if it is reported that minimum wages are not being paid by the firm to the staff, the contractor shall be responsible for any legal/financial consequences thereof.
- The above staff strength/quantities can be changed to any extent as per requirement. The strength of staff deployed will be communicated to the services providers per requirement and at any time after awarding the contract
- Contractor shall pay/transfer all wages to its staff in their bank accounts.

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**Seal & Sign of Contractor**

LIST OF OPERATION & MAINTENANCE STAFF

SR. NO.	NO. OFF	DESIGNATION / NAME	QUALIFICATIONS	EXPERIENCE
1.	02	A. C Technician	Matric + Technical Course	3 – 5 Years In Respective Field
2.	01	A.C Mechanic	Matric + Technical Course	3 – 5 Years In Respective Field

**Total**   **03 NOs.**



## **SCOPE OF WORK**

1. The Contractor shall be responsible for the operation of the Air-conditioning Units at Ground Floor, Bank Side and Servicing and Maintenance of Split A/C Units in Lift Machine Rooms & CCTV Cameras Room that comes under purview of Real Estate Division in SLB# 3, 9, 11 Karachi.

Major repairs, when required, are not included in the scope of work.

### **2. THE EMPLOYER SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- a) Electricity.
- b) Spares and materials and paints required for operation, maintenance, servicing, minor repairs and overhauling (if required)
- c) Refrigerants and special lubricants or oils.
- d) Suitable working space for the Contractor's staff to carry out minor repairs.

### **3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING: -**

- a) All staff required for the work and as listed elsewhere in the documents.
- b) All tools, cleaning brushes, instruments and equipment required to carry out the work.
- c) Supply of miscellaneous items required for work such as cotton waste and cloth, grease and kerosene oil.
- d) To keep the plant rooms and spaces, equipment rooms and spaces, adjoining passages and cooling tower terraces clean and neat. Cleaning to be done every day.

4. The Contractor shall ensure that the A.C Units are maintained and serviced efficiently to avoid breakdown during normal operation. The Contractor shall also ensure economical consumption of the materials and spare parts supplied by the Employer.

5. The contractor shall record all observations in printed log sheets approved by the Employer's Representative.

6. The work of routine servicing and maintenance must be completed by the Contractor's staff.

### **8. WEEKLY / FORTNIGHTLY / MONTHLY SERVICING & MAINTENANCE:**

- a) Washing and cleaning of air filters.
- b) Cleaning of air devices.
- c) Servicing of automatic and safety controls of the AC Units.
- d) Checking of oil and other lubricants levels and changing the same when required.
- e) Checking and adjustment of all pressure and safety devices and controls.
- f) Periodic servicing of the AC Units.
- g) Checking and adjustment of all pressure and safety devices and controls.



**9. CONTRACT DOCUMENTS:**

- a) The contract shall be read, construed and interpreted according to the English language and shall operate in conformity with the laws of the Islamic Republic of Pakistan.
- b) Except if and to the extent otherwise provided by the contract the provisions of these conditions of contract shall prevail over those of any other documents forming part of the contract. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Employer's Representative who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.
- c) None of the documents herein before mentioned shall be used by either of the parties hereto for any purpose other than the contract and neither the Employer nor the Contractor shall divulge or use except for the purpose of this contract any information in the priced Schedule of Prices.

**10. GENERAL OBLIGATIONS:**

- a) The Contractor shall when call 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 labor, 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 7-i) from the Engineer of SLIC Pakistan.

**11. POWERS OF THE EMPLOYER'S REPRESENTATIVE:**

- a) The Contractor shall carry out the works under the directions of the Employer's Representative and to his satisfaction.
- b) The Employer's Representative's decision in respect of materials and workmanship and interpretation of the specifications will be final and shall be accepted by the Contractor. Any other matters may be referred to arbitration by the Contractor if he wishes to dispute the Employer's Representative's decision upon such matters.
- c) The Employer's Representative may from time to time give further instructions and directions as may be necessary for the guidance of the Contractor and the proper execution of the works. The Employer's Representative may later the form or character of any of the work in the contract or omit or add to the works.
- d) If any verbal instructions, directions or explanations involving a variation are given to the Contractor or his Agent upon the works by the Employer's Representative, such instructions, directions or explanations shall be confirmed in writing by the Contractor to the Employer's Representative within seven days and, if not dissented from in writing by the Employer's Representative to the Contractor within a further seven days, shall be deemed to be the Employer's Representative's instructions.
- e) If compliance with the Employer's Representative's instructions involve the Contractor in loss or expense beyond that provided for in or reasonably contemplated by the contract, then, unless such instructions were issued by reason of some breach of the contract by the Contractor, the amount of such loss or expense shall be ascertained by the Employer's Representative and shall be paid to the Contractor.
- f) If within seven days after receipt of a written notice from the Employer's Representative requiring compliance with the Employer's Representative's instructions, the Contractor does not comply therewith, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any monies due or to become due to the Contractor under the contract.
- g) Such variations, omissions or additions resulting from instruction of the Employer's Representative will not vitiate the contract and will be the subject of adjustment to the contract price if it is the cause of any difference in expense.

- h) The Employer's Representative will have the power to withhold the issue of any certificate for monthly or other payments if the works are not being carried out to his satisfaction.
- i) In devaluing, deciding or certifying, the Employer's Representative is not intended to act as an arbitrator, but as an Engineer acts by his skill and from his knowledge of the facts and incidents connected with the contract and in so far as any facts are not within his own knowledge, the Employer's Representative shall be at liberty to inform himself by inquiry of any other person or as he may consider necessary. The Employer's Representative shall at all times be considered to be aware of all facts necessary for him to form his own opinion, make his evaluations, give his decisions and order, make his requisitions or give or refuse his certificate and he shall be at liberty to certify at such times and in such manner as in his discretion he may think proper and he shall not be bound to give any reason for or any particulars of his certificate or any reason for his not certifying.

**12. CONTRACTOR'S SUPERINTENDENCE, AGENT AND EMPLOYEES:**

- a) The Contractor shall give or provide all necessary superintendence for the proper fulfilling of the Contractor's obligations under the contract.
- b) A competent and duly authorized Agent (Site Engineer) of the Contractor approved by the Employer's Representative (which approval may at any time be withdrawn) and who shall have full authority to act for and bind the Contractor is to be constantly at the site of work and shall give his whole time to the superintendence of the works.
- c) The Agent shall receive on behalf of the Contractor directions and instructions from the Employer's Representative.
- d) Correspondence between the Contractor or the Agent and the Employer's Representative shall be in English.
- e) The Contractor shall provide and employ on the site for the purpose of or in connection with the contract:
  - i. Only such Engineers, Supervisors, Foremen, Technical Assistants as are skilled and experienced in their respective callings and are competent to give proper supervision to the work they are required to supervise, and
  - ii. Such skilled and semi-skilled is necessary for the proper and timely performance of the contract.
- f) The Employer's Representative shall be at liberty to object to and require the Contractor to remove forthwith from the site the Agents or any other person employed by the Contractor or any sub-contractor who in the opinion of the

Employer's Representative mis-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer's Representative to be undesirable and such person shall not be again employed for the purpose of or in connection with the contract without the written permission of the Employer's Representative. Any person so removed shall be replaced immediately by a competent substitute approved by the Employer's Representative. No action as aforesaid in this clause taken by the Employer or the Employer's Representative shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation or to any other claim.

- g)** For the purpose of identification and security, all employees of the Contractor, who may be, from time to time, detailed to work within the premises of the Building, in connection with rendering of the agreed services as per connected contract agreement;

  - i.** Shall be issued with proper identity cards by the Contractor duly countersigned by the Employer's Representative. These cards shall be withdrawn and returned to the Employer's Representative, on discharge of any employee from service by the Contractor. A penalty of Rs 200.00 (Rupees Two Hundred Only) per card shall be charged from the Contractor in case the card is lost or is not returned to the Employer's Representative on discharge of any employee from the Contractor's service.
  - ii.** All employees (excluding Site Engineer & A.C Supervisor) regularly working in the Building shall wear proper uniforms (with firm's name label thereon) provided by the Contractor. The employee's identity Card of the Contractor shall display the I.D. Card (Clause "a") shall be pinned with the uniform.
- h)** The Contractor shall submit to the Employer's Representative certified photocopies of National Identity Cards of all employees employed by him for performance of services under this contract.
- i)** The Contractor shall submit medical fitness certificate of all employees employed by him for performance of service under this contract.
- j)** The Contractor shall maintain daily attendance register of his employees and workers engaged in providing operation, servicing and maintenance service & overhauling works. This attendance register shall be submitted each day to the Employer's Representative and the same may be subject to verification by physical head count. The object of providing attendance record to the Employer's Representative is to enable him to monitor that the required work force of the Contractor is available to provide effective and satisfactory operation, maintenance, servicing and overhauling services.

**13. WATCH AND CARE OF WORKS:**

- a) Except as otherwise specifically provided in the contract the Contractor shall make all arrangements for the security and protection of persons and property or for the safety or convenience of persons it is necessary or required by the Employer's Representative or by any duly constituted authority, and provide and maintain all lights and watching.
- b) For the duration of the contract, the Contractor shall take full responsibility for the care of complete plants, equipment and systems (works), materials, tools instruments, and other things brought on the site by the Contractor for the purposes of the contract and in case any damage loss or injury shall happen to the works or any such materials or tools or instruments or other things from any cause whatsoever (save and except the expected risks e.g. outbreak of war or act of invasion) he shall at his own cost replace, repair and make good the loss or damage so that the complete plants, equipment and systems are restored to the original condition in conformity in every respect with the requirements of the contract and the Employer's Representative's instructions. In the event of any such damage loss or injury happening from any of the excepted risks the Contractor shall, if and to extent required by the Employer's Representative, replace repair and make good the same as aforesaid at the cost of the Employer.
- c) The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of the performance of the contract and against all claims, demands, proceedings, damages, costs, charges and expenses, whatsoever in respect of or in relation thereto.

**14. PROTECTION OF WORKS AND MATERIALS:**

- a) The Contractor shall be responsible for any damage caused by his workers, operatives or agents to the Building, complete plants, equipment and systems, works being executed under this contract, or the contents of the Building, and shall make good such damage at his sole expense.
- b) Any damage(s) as may occur through negligence of the Contractor his agents or employees will be corrected and / or made good at his own expense.

**15. COMPLIANCE WITH STATUTES, REGULATIONS ETC:**

The Contractor shall confirm in respects rules with the provisions of all federal, provincial and local laws, rules, regulations or orders or other laws for the time being in force in Pakistan including all regulations and by-laws, if any, of local or other duly constituted authority within Islamic Republic of Pakistan which may be applicable to the performance of the contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be

affected in any way by the works (which are herein referred to as “State Laws”) and shall give all notices and pay all fees, charges, rates and taxes (collectively referred herein as fees) required to be given or paid thereby and shall keep the Employer indemnified against all penalties and liability of any kind for the breach of any of the same provided that such fees shall be reimbursed by the Employer to the Contractor on demand.

**16. 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.

**17. LABORERS / 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.

**18. FACTORY ACTS AND LABOUR LAWS:**

The Contractor shall, in relation to the works to be executed under this contract, comply with the provisions of the Factories Act 1937 and 1984 and West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance 1968, and other Federal and Provincial Laws concerning employment of workers, and statutory amendments or additions thereof, and any regulations or orders made there under affecting the works.

**19. BILLS, CERTIFICATES AND PAYMENTS :**

- a) The Contractor shall submit his Bills to the Employer's Representative during 1<sup>st</sup> week of every month for the work carried out during the preceding month and the Contractor shall be paid monthly on the certificate of the Employer's Representative.
- b) The Employer's Representative shall have the power to make necessary adjustments in the Bill and issue his certificate within a week of the receipt of the Bill by him.
- c) The Contractor shall submit his Bill in the prescribed form duly approved by the Employer's Representative.
- d) The Employer's Representative may make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any parts thereof are not being carried out to this satisfaction.
- e) No claim from the Contractor on account of fluctuations in the market rates shall be entertained during the currency of this contract agreement for any item of work executed under this contract.
- f) The amount due to the Contractor under any certificate issued by the Employer's Representative shall be paid by the Employer to the Contractor within 15 days after such certificate has been delivered to the Employer.

**20. DEDUCTION OF AMOUNT FROM MONTHLY BILL:**

- a. Lump sum amount accessed by employer's representative in case of unsatisfactory services provided by Contract.
- b. 1.5 times of amount / worker will be deducted in case of absence of contractor's staff. Salary in the light of details gives in price schedule of required employees [Only One (01) Day leave will be allowed to each worker of contractor in each calendar month].
- c. 1.5 of salary of contractor's staff will be deducted in case of shortages of staff as per salary / price schedule submitted by contractor.

- d. Frequent shortage/absence of contractor's staff will invite penalty that is absolutely at discretion of Employer's Representative

**21. INCOME TAX AND REIMBURSEMENTS:**

- a) The Contractor shall be responsible for the payments of all Pakistani Taxes i.e. Income Tax, super tax, SST (SBR) etc, on income arising out of the contract and the rate/price stated in the tender and schedule of prices shall be deemed to cover all such taxes.
- b) The Contractor shall pay directly royalties, rent and other payment or compensation (if any) for getting any materials, plant, equipment, tools and instruments etc, required for the works.
- c) Any element of Federal, Provincial or local duty or tax inherent in the price of locally procured items required for the work shall be deemed to be included in the rates and prices stated in the priced tender and schedule of price and will not be separately reimbursable.



## **22. INSURANCE:**

The Contractor shall furnish the following insurance policies to the Employer within 15 days of the issuance of Letter of Award of work. The Contractor must keep the policies in force during the entire contract period and produce to the Employer's Representative the receipts for payment of the premiums:

- i. Workmen's Compensation Policy based on the total wages / salary and to that limit required by the Law of Pakistan for the workers and other persons in the employment of the Contractor.
- ii. Third Party Liability Policy up to the limits specified in memorandum of the tender.

## **23. ISSUE OF NOTICES:**

- a) Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post to or delivering the same at the Contractor's Principal Office.
- b) Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by registered post to or delivering the same at the Employer's Principal Office.
- c) Any notice to be given the Employer's Representative under the terms of the contract shall be served by sending same by registered post to or delivering the same at the Employer's Representative's Office.

## **24. 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-19(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.

## **25. FORCE MAJEURE:**

Any delay in or failure of performance of Contractor or in fulfillment of any obligation by the Employer hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by occurrence beyond the control of the party affected including natural calamities, acts of war, rebellion or sabotage or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

**LIST OF AC Units Installed at Ground Floor, State Life Building No. 9, Dr. Ziauddin Ahmed Road, Karachi and Servicing of Split A/C's Installed at Lift Machine Room's & CCTV Rooms SLB's - 3, 9 & 11 Karachi.**

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>MODEL</b>	<b>QTY.</b>
<b>1.</b>	Air Cooled Package Air-conditioning Unit (Bank)	Sabro ASC-100 (Ground Floor)	02 Nos.

**DETAIL OF SPLIT / WINDOW A/C IN LIFT MACHINE ROOM AT SLB #. 9, SLB #. 3 & 11.**

<b>Sr. #.</b>	<b>SLB #.</b>	<b>Description</b>	<b>Capacity</b>	<b>Qty.</b>
<b>1.</b>	09	Window A/C	1.5	02
<b>2.</b>	03	Split A/C	1.5	02
<b>3.</b>	11	Split A/C	1.5	03

**DETAIL OF SPLIT / WINDOW A/C IN CCTV ROOM AT SLB #. 9, SLB #. 3 & 11.**

<b>Sr. #.</b>	<b>SLB #.</b>	<b>Description</b>	<b>Capacity</b>	<b>Qty.</b>
<b>1.</b>	09	Split A/C	1.5	01
<b>2.</b>	03	Split A/C	1.5	01
<b>3.</b>	11	Split A/C	1.5	01

**LIST OF TOOLS & INSTRUMENTS REQUIRED FOR OPERATION & MAINTENANCE**  
**INSTALLED AT STATE LIFE BUILDING NO. 9, DR. ZIAUDDIN AHMED ROAD, KARACHI.**

01.	Box Spanner. (Different Size).	02 Sets
02.	Ring Spanner. (Different Size).	02 Sets
03.	Fix Spanner. (Different Size).	02 Sets
04.	Philips Screw Driver. (Different Size).	01 Set
05.	Flat Screw Driver. (Different Size).	01 Set
06.	Pair Set (Grip, Nose, Long nose, Electric).	01 Set
07.	Wire Cutter.	01 No.
08.	Adjustable Wrench. (Different Size).	01 Set
09.	Pipe Wrench. (Different Size).	01 Set
10.	Gas Welding St (Oxy-Accetaline Plant). (Would be Provided as Site as when required).	01 Set
11.	Electric Arc Welding Plant. (With lead, holder). (Would be Provided as Site as when required).	01 Set
12.	Magger. (Would be Provided as Site as when required).	01 No.
13.	Nitrogen Cylinder (With Gauge and Adopter).	01 Set
14.	Vacuum Pump (Double Stage).	01 Set
15.	Gauge Manifold (Imperial USA).	02 Sets
16.	Die Set ½" to 2" Dia.	01 Set
17.	Chisels. (Different Size).	01 Set
18.	Flaring Tools.	01 Set
19.	Swaging Tool.	01 Set
20.	Hammer. (Different Weight).	01 Set
21.	Claw Hammer.	01 No.
22.	Gun Hammer.	01 No.
23.	Grease Gun.	01 No.
24.	Dust Blower.	01 No.
25.	Hand Grinder.	01 No.
26.	Bench Vice.	01 No.
27.	Pipe Vice (With Stand).	01 No.
28.	Tong Tester (USA).	01 No.
29.	Drill Machine (Hammering), ¼" – 1. (With Masonry & Steel Drill Bits).	01 No.
30.	Multimeter. (AVO Meter).	01 No.
31.	Valve Keys. (Different Size).	01 Set
32.	Rights Angle Triangle.	01 No.
33.	Allen Key Set. (Different Size).	01 Set
34.	Psychomotor.	02 Nos.
35.	Dry & Wet Thermometer.	02 Nos.
36.	Tachometer.	01 Set
37.	Sprit Level.	01 Set
38.	Speeds Meter.	01 No.
39.	Baval Protector with attachment	01 Set
40.	Acidizing Pump with complete system (01 H.P SS Boly Pump)	01 Set

**NOTE:** Contractor will also provide necessary tools & instruments at site, which are required for Operation & Maintenance.

**E. MANDATORY REQUIREMENT**

1. 03 Years' experience to handle subject work
2. Registered with FBR for Income Tax and SRB for SST
3. Registration with EOBI & SESSI
4. Submit Affidavit that the contractor / firm is not black listed from any Government, Semi Government and Autonomous body.

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**Seal & Signature of Contractor**

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

**(Annex-A)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of

Acceptance for \_\_\_\_\_

(Name of Contract) for the \_\_\_\_\_  
(Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of relevant Clause , Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show

grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Guarantor (Bank)**

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

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

\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## **FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT is made and entered at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Employer" which expression shall include its successors, legal representatives and assigns) of the one part and \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Contractor" which expression shall include its successors, legal representatives and permitted assign) of the other part.

WHEREAS the Employer is desirous for the operation, maintenance, servicing and overhauling of Air-conditioning Plants, Equipment and Systems viz., \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "works").

WHEREAS, under the procedure, tenders have heretofore been received by the Employer for the works and the tender of the Contractor for the works has been accepted by the Employer.

NOW THEREFORE, for and in consideration of the promises, covenants, agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree 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 (This also means entire connected Tender/Bid Documents) shall be deemed to form and be read and constructed as part of this Agreement, viz.,
  - a) The schedule of prices.
  - b) The conditions of contract.
  - c) The general requirements.
  - d) The scope of work.
  - e) The list of Operation & Maintenance Staff.



- f) The list of air-conditioning Units and equipment.
  - g) The instructions to Tenderers.
  - h) The Letter of Intent No. \_\_\_\_\_  
dated \_\_\_\_\_ and all related correspondence mentioned therein.
3. In consideration of the covenants and agreements to be kept and performed by the Contractor, and for the faithful performance of this contract and the works embraced therein, in conformity in all respects with the conditions herein contained and referred to, the Employer shall pay and all Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the contract price at the time and in the manner prescribed by the contract.
4. The Contractor, at his own proper cost and expense, shall do all work and furnish all labor, equipment, materials, instruments and tools, for the works as outlined and described in these documents except such spare parts and materials which are to be furnished by the Employer.
5. This Agreement shall take effect from \_\_\_\_\_ and shall be initially for a period of One year only.

IN WITNESS whereof the parties hereto or herein have hereinto set their respective hands and seals on the day the month and the year first above-mentioned.

**SIGNED, SEALED AND DELIVERED**

**SIGNED, SEALED AND DELIVERED**

By \_\_\_\_\_  
For and on behalf of

By \_\_\_\_\_  
For and on behalf of

\_\_\_\_\_  
**(EMPLOYER)**  
In the presence of

\_\_\_\_\_  
**(CONTRACTOR)**  
In the presence of

\_\_\_\_\_  
**(WITNESS)**

\_\_\_\_\_  
**(WITNESS)**