



BIDDINGDOCUMENT

Select a Service Provider for Service and Maintain AC (Air Conditioning) Machines

Contract Number: STC/AC/EE/001



State Trading
(General) Corporation

Sri Lanka State Trading (General) Corporation Ltd
No: 100, Nawam Mawatha, Colombo 02. Sri Lanka
Tel: +94112422341 / +94112440880
Email: lankagen@sltnet.lk
Web: www.stc.lk

Invitation for Bids

Sri Lanka State Trading (General) Corporation Ltd

Select a Service Provider for Service and Maintain AC
(Air Conditioning) machines

1. Sri Lanka State Trading (General) Corporation Limited, which is a fully Government owned self-financed Corporation operated under Ministry of Finance to Sri Lanka invites sealed bids from eligible and qualified bidders for Service and Maintain AC (Air Conditioning) machines located at STC Head office, Colombo 02 and Narahenpita and Rajawasa premises.
2. The Intended Service Period is one year. (Extendable)
3. Bidding will be conducted through national competitive bidding.
4. Interested eligible bidders may obtain further information from *calling Manager – EE Division. Contact Number – 0112422341 / 0112432679 Mob: 0702590357*
5. Accordingly, parties who are interested in supplying these services should submit tenders including all details of service. When submitting bids, tender should be prepared as the “original” sealed, and submitted. “Service and Maintain AC (Air Conditioning) machines” should be stated on the top left-hand corner of the envelope that carrying the bid.
6. Properly sealed Bids documents along with required certificates in duplicate may be sent through the courier / registered post or hand delivered by agent along with the cover marked top left-hand corner of the envelope “Service Provider for Service and Maintain AC (Air Conditioning) machines to Sri Lanka State Trading (General) Corporation Ltd – STC/EE/AC/001” and sent to the Chairman, Sri Lanka State Trading (General) Corporation. No. 100, Nawam Mawatha, Colombo 02.
7. Closing Date is **(27th September 2024 14.00 p.m Colombo)** and opened immediately in the presence of the suppliers’ or authorized representatives who chose to attend
8. All bids should accompany receipt for a not-refundable Bidding fee of Rs.3500.00 paid through online link <https://www.stc.lk/acservice>

Section I. Instructions to Bidders

A. General

1. Scope of Bid

The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.

The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
2. Qualification and Experience of the Bidder

All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:

 - (a) List of Services performed for each of the last five years;
 - (c) Experience in Services of a similar nature for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) Work plan and methodology
 - (e) List of major items of equipment proposed to carry out the Contract;
 - (f) Qualify and experience of key staff proposed for the Contract;
 - (g) Any other if listed in the Bidding Data.
3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
4. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and Entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Content of Bidding Documents
- 5.1 These bidding documents comprise the documents listed below:
- | | |
|--------------------|---|
| Volume I | |
| Section I. | Instructions to Bidders |
| Section IV | Conditions of Contract |
| Section VII | Forms of Securities |
| Volume II | |
| Invitation for Bid | |
| Section II | Bidding Data |
| Section III | Forms of Bid and Qualification Information Contract |
| Section V | Data |
| Section VI | Employer's Requirements |
| Section VII | Activity Schedule |
6. Clarification of Bidding Documents
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

C. Preparation of Bids

7. Language of Bid
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.
8. Documents Comprising The Bid
- 8.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:
- (a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; and
 - (b) The second envelope shall be clearly marked "ENVELOPE 2 – FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".

The Envelope 1, marked as "QUALIFICATION AND EXPERIENCE INFORMATION" shall include the originals of the following:

- (i) Volume I of the Bidding Document
- (ii) Bid security if requested;
- (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
- (iv) Other information listed in Bidding Data; and
- (v) Any other information, bidder may wish to include

The Envelope 2, marked a "ORIGINAL OF FINANCIAL BID" shall include the originals of the following:

- (i) Duly filled and signed Price Bid Submission Form;
- (ii) Duly filled Activity Schedules

The two covers shall then be sealed in an outer Envelope. All inner and outer envelopes/covers shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices 9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.

9.2 The Bidders shall fill in rates and prices for all items of the Services described in the Employer's Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However VAT shall be included separately.

10. Currency of Bid and Payment The lump sum price shall be quoted by the Bidder shall be in Sri Lanka Rupees.

11. Bid Validity Bid shall remain valid for the periods specified in the Bidding Data.

In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.

If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) Sign the Contract; or
 - (ii) Furnish the required Performance Security (if required).

13. Format and Signing of Bid

The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which cases such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

14. Sealing and Marking of Bids

The outer envelope prepared in accordance with sub-clause 8.4 shall:

- (a) Be addressed to the Employer at the address provided in the Bidding Data;
- (b) Bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids
- Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.
- Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.
16. Late Bids
- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

17. Bid Opening
- The bids open the same time
18. Clarification of Bids
- To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.
19. Examination of Bids and Determination of Responsiveness
- Prior to the detailed evaluation of bids, using the information provided in Envelope 1, , the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (bc) is substantially responsive to the requirements of the bidding documents.
- A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20
Evaluation of
Qualification
and Experience

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

F. Award of Contract

21
Award Criteria

Subject to Clause 22, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

22
Employer's
Right to
Accept any
Bid and to
Reject any or
all Bids

Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

23
Notification of
Award and
Signing of
Agreement

The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider

As prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract.

The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder..

24.
Performance
Security

If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

Section II- Bidding Data

Instructions to Bidders Clause Reference

- (1.1) The Employer is *Sri Lanka State Trading (General) Corporation Ltd*
The name and identification number of the Contract is *STC/AC/EE/001*
- (1.2) The Intended Completion date is *one Year*
- (2.2) The information required from bidders in Sub-Clause 2.2 is:
- Bidders should have valid business registration in the fields of Air Conditioning Equipment & System Supplies & Parts – Retail.
 - List of Services performed for each of the last five years; And names and address of clients whom may be contacted for further information on those contracts;
 - Proposed Service plan and methodology
 - Qualifications and experience of key staff.
- (11.1) the period of Bid validity shall be *60 days*
- (14.2) The Employer's address for the purpose of Bid submission is **Sri Lanka State Trading General Corporation Ltd, 100, Nawam Mawatha, Colombo 02**
For identification of the bid the envelope should indicate: Contract:
Service and Maintain AC (Air Conditioning) machines
Bid/Contract Number: **STC/AC/EE/001**
- (15.1) the deadline for submission of bids shall be **27th September 2024 14.00 p.m**
- (17.1) Bids will be opened at **14:00 a.m of the same 27th September 2024 at the following address Sri Lanka State Trading General Corporation Ltd, no 100, Nawam Mawatha, Colombo 02**
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(20.3) Criteria for Evaluation of Qualification and Experience²:

	Criteria
1	Price of the bid
2	Workplan and Methodology Proposed
3	Experience in similar assignments and Client Reference
4	Key Staff

Price of the bid

Service contract will award to the lowest evaluated substantial responsive bidder.

Workplan and Methodology:

Tentative service activity schedule is provided in section VI in the Employer's Requirements; however, bidder should submit their proposed service scope along with the bid.

Experience in similar assignments:

The determination will take into account the Bidder's involvement two similar assignments in the recent past 05 years period in the government sector [Client References are required]

Key Staff:

Permanent and qualified air conditioning technician should be available in the bidders' staff.

Section III.
Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

Form of Bid

[date]

To: Sri Lanka State Trading (General) Corporation Ltd

Having examined the bidding documents, we offer to provide the Services *[name e and identification number of Contract]* in accordance with the Conditions of Contract, Employer's Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* or any other sum derived in accordance with the said documents.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

PRICINGSCHEDULE
SERVICEANDMAINTAINAC(AIRCONDITIONING)MACHINES

Total number of split type AC Machines– **88 units** (Please refer annexure I)
 (YOU CAN INSPECT THE SITE IF YOU WISH)

Serial No	Type of the AC	Btu Capacity	Per Unit Rate for a Normal Service (Rs)	High pressure service (Rs.)	Per Unit Rate for a Pump Down Service (Rs.)
01	Non-Inverter and Inverter	9000			
02		12000			
03		18000			
04		24000			
05		48000			
06		60000			

Payments will make according to the number of units per formed in the respective service.

Authorized Signature: _____

Name andtitle ofSignatory: _____

Name of Bidder: _____

Address: _____

(Technical Evaluation will be carry out considering above quoted rates and percentages)

Rate for frequently occurring repairs as bidder's experience

(Rates should be valid for one year period)

TypeoftheRepair	Repairing Rate(Rs.)	Warranty offered
R410A,R22,andR32refrigerant gas refilling		
RefrigerantLeaksrepairs		
Condenserleaksrepair		
BlowerFans repairs		
Condenserfan repair		
BlowerMotorrepair		
Thermostatrepair		
AirFilter repair		
Capacitorrepairandreplacement		
Compressorrepairsandreplace wires and drains (per meter)		
Baseplate replacement		
Baseplate repair		
Outdoor cap		
Outdoorcompressioncap		
OutdoorfanCap		
Outdoor an blade		
Outdoorfanmotor		
<u>Write any other repairs</u>		

Qualification Information

Schedule A – Experience in Similar Assignments last five years <i>Qualification and Experience Information</i>				
Period	Employer	Description of Works	Amount	Contact Details Telephone Numbers/ Emails
		Total		

Schedule B-Proposed Work Plan and Methodology

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Schedule C–Key Staff

[If requested under ITB clause 20.3only)

(enclosed in envelope marked, “Envelope 1–Qualification and Experience Information)

Name	Position	Task

Letter of Acceptance
[letterhead paper of the Employer]

Note on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 25 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for providing services *[name of the Contract and identification number]* for the Contract Price of *[amount in numbers and words]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name e of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- (a) The Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Conditions of Contract;
 - (b) The Contract Data;
 - (c) The Form of Bid
 - (d) The Priced Activity Schedule
 - (e) The Employer's Requirements
 - (f) The following Appendices: [*Note: If any of these Appendices are not used, the words "Not used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Key Personnel
Appendix D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Employer
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

Section IV. Conditions of Contract

1. General Provisions

Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Employer” means the party who employs the Service Provider
- (f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (j) “Employer’s Requirements” means the Employer’s Requirements of the service included in the bidding documents submitted by the Service Provider to the Employer
- (k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer’s Requirements and Schedule of Activities included in the Service Provider’s Bid.

Applicable Law The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

Language This Contract has been executed in English Language

Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.

Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

Authorized Any action required or permitted to be taken, and any document required or
Representatives permitted to be executed, under this Contract by the Employer or the Service
Provider may be taken or executed by the officials specified in the Contract
Data.

2. Commencement, Completion, Modification, and Termination of Contract

Effectiveness of This Contract shall come into effect on the date the Contract is signed by
Contract either parties or such other later date as may be stated in the Contract Data.

Starting Date The Service Provider shall start carrying out the Services seven (07) days
after the date the Contract becomes effective, or at such other date as may
be specified in the Contract Data.

Intended Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall
Completion Date complete the activities by the Intended Completion Date, as is specified in
the Contract Data. If the Service Provider does not complete the activities by
the Intended Completion Date, it shall be liable to pay liquidated damages as
per Sub-Clause 3.8. In this case, the Completion Date will be the date of
completion of all activities.

Force Majeure

Definition For the purposes of this Contract, "Force Majeure" means an event which
is beyond the reasonable control of a Party and which makes a Party's performance of its obligations
under the Contract impossible or so impractical as to be considered impossible under the
circumstances.

No Breach of The failure of a Party to fulfill any of its obligations under the contract shall
Contract not be considered to be a breach of, or default under, this Contract insofar as
such inability arises from an event of Force Majeure, provided that the Party
affected by such an event (a) has taken all reasonable precautions, due care
and reasonable alternative measures in order to carry out the terms and
conditions of this Contract, and (b) has informed the other Party as soon as
possible about the occurrence of such an event.

Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Providers shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

Termination

By the Employer The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty six (56) days.

Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

General

The Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.3 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

Service Providers' Actions Requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

Documents Prepared by the Service Providers to Be the Property of the Employer	All plans, drawings, Employer's Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.
Liquidated Damages	
Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5
Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider's Personnel

Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a</p>

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

Assistance and Exemptions	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .
Contract Price	The Contract Price is set forth in the Contract Data.
Payment for Additional Services, and Performance Incentive Compensation	For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
Terms and Conditions of Payment	Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payments shall be made against the provision by the Service Provider for the same amount, and shall be valid for the period stated in the Contract Data. Any other payments shall be made after

the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

Interest on Delayed Payments If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

7. Quality Control

Identifying Defects The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

8. Settlement of Disputes

Amicable Settlement The Parties shall use their best effort to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Dispute Settlement Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with Arbitration Act No 11 of 1995, or any other amendments thereof.

Section VI. Employer's Requirements

SCOPE OF WORK FOR SERVICE AND MAINTAIN AC (AIR CONDITIONING) MACHINES

1. GENERAL

The purpose of this contract is to provide servicing and maintenance to AC Machines located at STC. Contract period is one-year.

The Contractor shall provide all management, supervision, labor, machines, tools, equipment and lubricants necessary to service and maintain Air Conditioners in top operational performance. Service shall perform within 03 times during the contract period.

- 1. Two normal services and One High presser service should be performed.**
- 2. Pump down full service for the machines old over five years should be commence as per the prior request made by the Employer.**

A. The term "service"

The term "service" in the context of an AC (Air Conditioning) machine refers to the necessary procedures and tasks involved in servicing or maintaining the AC unit. Regular maintenance is crucial to keep the AC machine running efficiently, improve its lifespan, and ensure optimal cooling performance.

2. EXECUTION

The Contractor shall coordinate all work through the Administrative Division of the STC Service and maintenance of AC (Air Conditioning) machines shall consist of performing preventative maintenance and emergency repairs to make AC (Air Conditioning) machines operational.

3. REPORTING

The Contractor shall submit a report to the EE Division of the STC. Report shall contain, at a minimum, the following information:

- A. Status and Inspection report of the AC (Air Conditioning) machines.
- B. Current activity performed (including an itemized list of all parts installed – old parts must be returned to EE Division)

4. PAYMENT

Payments will be made after completed the work. Payments will be done based on the number of units service performed in each service term.

5. SERVICE TEAM

At least one qualified air conditioning technicians should be available with the service team at the service team when the service operation is going on.

Section VII. Activity Schedule

Tentative requirement for Normal services;

- 1. Visual Inspection:**
Examine the exterior of the AC unit for any visible damage or signs of wear. Check for debris, dust, or obstructions around the unit.
- 2. Cleaning the Filters:**
Remove and clean the air filters. Dirty filters can obstruct airflow and reduce cooling efficiency.
Inspecting the Condenser Coil:
Check the outdoor unit's condenser coil for dirt, debris, or any damage. Clean the condenser coil to maintain proper heat exchange.
Checking the Evaporator Coil:
- 3. Inspect the indoor unit's evaporator coil for dirt or blockages.**
Clean the evaporator coil to ensure efficient heat absorption.
Condensate Drain Cleaning:
- 4. Verify that the condensate drain is clear of any obstructions.**
Clean the drain to prevent water leakage or mold growth.
Inspecting the Refrigerant Levels:
- 5. Check the refrigerant level to ensure they are within the manufacturer's recommended range.**
If required, add refrigerant to maintain optimal cooling. **Checking Electrical Components:**
- 6. Inspect electrical connections, wiring, and capacitors for any signs of damage or wear.**
Tighten connections and replace faulty components if necessary.
- 7. Lubrication:**
Lubricate moving parts, such as fan motors and bearings, to reduce friction and improve efficiency.
- 8. Inspecting Fan Blades:**
Check the condition of the fan blades for any damage or misalignment. Adjust or replace fan blades as needed.
- 9. Thermostat Calibration:**
Verify the accuracy of the thermostat and calibrate it if required.
- 10. Performance Testing:**
Conduct a performance test to ensure the AC unit is cooling effectively within the desired temperature range.
- 11. Sealing Air Leaks:**
Check for any air leaks in the ductwork or around the AC unit.
Seal leaks to improve energy efficiency and cooling performance.
- 12. Safety Checks:**
Verify that all safety features, such as pressure switches and circuit breakers, are functioning correctly.
- 13. Documentation:**
Maintain detailed records of the service, including the tasks performed, any parts replaced, and the overall condition of the AC unit.
- 14. Civil Works**
Civil works (wall painting / plastering / refixing power points) occurred during the reinstallation session of the AC machine service providers should attend with the civil works and made separate bills for the employer approval accordingly.

Tentative requirement for Pump Service:

1. Check pump exterior for any leaks.
2. Clean pump and nearby region to remove any debris
3. Check for excessive pump vibration or unusual noises
4. Check for foaming or oil discoloration
5. Check bearing temperature for overheating
6. Inspect all gaskets to ensure there are no oil leaks
7. Inspect self-flush pumps is applicable
8. Clean bearing covers if needed
9. Check pumps cooling system.
10. Run Test and Final Check

Annexure

Machine List

BTU	QTY
9,000	1
12,000	12
18,000	21
24,000	33
48,000	5
60,000	16
Total	88

