



UNIVERSITY OF BUNER

Tender Notice

Tender No: 04/UoB/2025

Sealed Tenders are invited under "Single Stage-Two Envelopes Procedure" from well-established and reputed firms/companies/suppliers, registered with income tax and sales tax department and appear the Active Tax Payer List of the FBR for the **supply and installation** of the following.

1. Passenger Lifts (L-1 & L-2): (Details given in tender document)

- i. Quotations must be accompanied with amount Rs.23,84,000/- as a bid security (in shape of PO/CDR/Bank Draft) in F/O the University of Buner.
- ii. The tendering process will be conducted through the E-Pak Acquisition & Disposal System (EPADS) in accordance with the rules and procedures set by Federal PPRA.
- iii. The envelope should be clearly marked with, i. Technical Specification, ii. Financial Quotation.
- iv. Interested bidders must submit their bids through EPADS www.eprocure.gov.pk within the prescribed time limit.
- v. In addition to the online submission, hard copies of all relevant documents may be submitted to the undersigned's office on as per the given deadlines.
- vi. Tender Form/ documents can also be downloaded from the University Website www.ubuner.edu.com.pk.
- vii. The university reserves the right to accept or reject any or all the tenders by assigning cogent reason, thereof and no claim, in this respect shall be entertained in any court of law.
- viii. The bid security must be delivered to the office of the undersigned till 11:00 AM on 05/08/2025.
- ix. Any bid received after the intimated time shall be rejected.
- x. Errors and omissions, if any, shall subject to rectification by the University.

Tender will be opened at 11:30 AM on 05/08/2025 in the presence of the Purchase Committee and representatives/owners of the participating firms/bidders.

Procurement Officer (UOB)

Email: PO@ubuner.edu.pk Phone No. (0939)-555211 & 555023

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2) UNIVERSITY OF BUNER

Documents for Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Supply & Installation of Passenger Lifts (L-1 & L-2)



Last date/time of Bid Submission: 05/08/2025 at 11:00 AM.

Opening of Bids: 05/08/2025 at 11:30 AM.

Venue: Through E-Pak Acquisition & Disposal System (EPADS), Federal PPRA

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2) **TENDER DOCUMENTS**

1. GENERAL TERMS

- i. Any tender without earnest money will not be accepted.
- ii. Conditional / incomplete / overwritten bid will not be accepted.
- iii. The prices quoted must be valid for at least 90 days from the date of tender opening.
- iv. Telephonic / telexed / faxed / telegraphic quotations will not be entertained.
- v. The bid must accompany the following:
 - Firm registration/incorporation Certificate with the Federal / Provincial Government
 - National Tax Number (NTN) Certificate
 - General Sales Tax (GST) Certificate.
 - Certificate to the effect that they never been blacklisted by any Government / Semi Government Organization.
 - Dealership certificate, from original manufacturer.

2. SCOPE OF SUPPLY

Technical and financial Bids are invited from suppliers and upon the recommendation of the committee. The best firm shall be selected for the supply of Equipment and the bidder shall supply/install the item as per specification.

3. BID PRICE

The bidder shall indicate in his offer, item with prescribed specifications, the unit price and total bid price of the item. Taxes levied by the Government, if any, shall be recoverable from the bidder as per the University/Govt rules.

4. CURRENCY OF BID

The prices should be quoted in Pakistani Rupees or any other currency upon mutual agreement.

5. BID VALIDITY

The bid should remain valid and open for acceptance of the purchase for a period of 180 days from the date of opening of bids.

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

6. EARNEST MONEY

The bidders shall submit, as part of their bid, earnest money amounting to Rs. 23,84,000/- in the form of a Demand Draft or Pay Order in favor of the University of Buner, issued by a Scheduled Bank in Pakistan or a branch of a Foreign Bank operating in Pakistan, along with their bid. The demand draft / pay order shall be returned to the unsuccessful bidders on their written request as early as possible. The earnest money will be forfeited if a bidder shows his inability for supply of the item due to any reason for which order has been placed.

8. SIGNING OF BIDS

The person signing the bid shall initially sign all the pages of the bid documents.

9. DEADLINE FOR SUBMISSION OF BIDS

All bidders must submit their bids online via EPADS on or before the prescribed deadline that is 11:00 AM. The bids will be opened on the same day at 11:30 AM, in presence of the bidders or their nominees who wish to attend.

10. LATE BIDS

Any bid received in the University after the prescribed deadline shall be returned unopened to the bidders.

11. UNIVERSITY'S RIGHT TO ACCEPT ANY OR REJECT ALL BIDS

The University reserves the right to accept or reject any or all tenders by assigning cogent reason thereof and is not bound to accept the lowest tender either. No claim, as such would be entertained on this account, and will be unchallengeable in any court of law.

12. VARIATION IN SCOPE OF WORK

The university shall have the power to order variation in the form, quality or quantity of the item or any part thereof and shall have the power to order the contractor/supplier to do so and the contractor/supplier shall comply with such orders including the following:

- a) Increase or decrease in the quality/quantity or scope of any work included in the contract.
- b) Omit any such work

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

13. CANVASSING

Unsolicited advice / clarifications and any personal approaches at any stage of evaluations of bids are strictly prohibited and may lead to disqualification.

14. DELIVERY

The bidder shall make delivery/installation of the items within (4 months) from the date of issuance of supply order.

15. PRICE

The price of the items will be inclusive of all charges. No separate payment will be made by the University on this account.

16. GUARANTEE/WARRANTY

The supplier shall furnish one-year guarantee for all the above-mentioned item. In case of defect in the item the supplier shall replace it free of cost within four weeks; otherwise the supplier will return the entire paid amount to the University of Buner immediately.

17. TAXES

All government taxes shall be deducted at source according to the rules of the University of Buner/Govt.

18. TECHNICAL SPECIFICATIONS

The university shall have the power to order at any time, the removing of any item or work executed which is not in accordance with the contract / technical specification. In case of default by the contractor to carry out such orders, the university shall have the power to have such items removed and re-executed through other arrangements at the sole risk, cost and responsibility of the contractor/supplier.

19. COMPLETION TIME

The delivery/installation of the items/stores shall be completed within the prescribed period (as per clause 14) time and shall be considered as the essence of contract. In case of default a penalty of 2% of the total contract value per week shall be imposed for any delay beyond the stipulated completion time for the supply

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)
and installation of lifts, subject to a maximum of 10% of the contract value.

However, in case of unavoidable circumstances, and upon submission of valid justifications by the supplier, the penalty may be reduced or waived entirely with the approval of the competent authority.

20. INSPECTION OF ITEMS

The installed item shall be subject to inspection and shall be approved by Inspection Committee. The Competent Authority may reject such item as are considered by him substandard.

21. RESPONSIBILITY AGAINST DAMAGES

Before and up to the whole of the item is handed over to the university and a proper completion certificate/supplier thereof obtained by the contractor/supplier, the contractor shall be responsible for all or any damage caused to the items through accident, improper handling, transport or any other cause and shall be replaced by the Contractor up to the full satisfaction of Competent Authority.

22. MODE OF PAYMENT /RETENTION

- a. No advance payment will be made as per Government rules.
- b. 90% payment will be made to supplier after inspection of the supplied/installed items by a committee of experts constituted by the university if found in order in all respects after the successful and complete supply, installation and functioning of the items and remaining 10% will be kept as performance guarantee for one year.
- c. Or Retention of money shall be as per the supply order terms and condition.

23. DOCUMENTS FOR PAYMENT

All suppliers are required to submit following documents for processing of claims of delivered item.

1. Invoice
2. Sales Tax Invoice
3. Copy of Supply order
4. Agreement/ Affidavit
5. Delivery Challan (SN/Model of delivered items should be mentioned)
6. Receipt Certificate form store department of University of Buner.
7. Inspection Certificate

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

8. Warranty Certificate on supplier letter head (SN/Model of delivered items should be mentioned)
9. Copy of NTN
10. Active Tax Payer Certificate
11. Tax Exemption Certificate, if any
12. Other Documents, if any

24. TAX EXEMPTION

The University of Buner is located in a tax free zone and the tax exemption shall be treated as per the guidelines/rules in this regard.

26. EVALUATION CRITERIA

The evaluation of bids for the Supply & Installation of Passenger Lifts (L-1 & L-2) of shall be carried out in accordance with the Federal Public Procurement Regulatory Authority (PPRA) Rules. using the following weightage:

- Technical Evaluation: 70%
- Financial Evaluation: 30%

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2) 26. Detailed Specifications of Required Item

UNIVERSITY OF BUNER, BUNER UOB SWARI CAMPUS

SUPPLY AND INSTALALTION OF 02-NOS. LIFTS IN ACADEMIC BLOCK-A

Item No.	Description	Unit	Quantity
AB(A)-M01	Passenger Lifts (L-1 & L-2)		
(a)	Supply, installation, testing and commissioning of brand-new passenger lifts (L-1 & L-2) having capacity of 1000 kg/13 persons, speed 1.0 m/s, 6 stops/6 openings, total travel 19.0 m, including car, hoisting machinery, counterweight, supports brackets, embedded parts, access ladder & separator screen along with civil, electrical and ancillary works, complete in all respect as per specifications. Maintenance Unit Quantity Unit Rate (Rs.) Total Amount (Rs.) No. 2 (i.e. periodic servicing of equipment including greasing, oiling, cleaning etc. of parts as recommended by the manufacturer) and remedy of defects or damages during defects liability period shall also be included in this item	No	2
(b)	Supply and installation of Air Conditioner (Split Type) of size 1.5 tons (18,000 BTU) for the shaft including complete Electrical Works.	No	2
(c)	Pre-shipment Third Party Inspection of lifts in the Manufacturer's Premises by a well-known and pre-approved third party (TUV, Moody, SGS, Lift Institute etc.)	Job	1
(d)	Regular daily operation (10 hours / day, 6 days / week and 300 days / year) under full time resident operating staff comprising two (02-Nos.) trained experienced operators-cum-technicians.	Month	12

Technical Specification and other Details:

Other technical speciation & details are attached as Annexure I & II.

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Bill of Quantity

No	Tender Item & Specs	QTY	Rate	Total Amount

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Annex 1:

1. NAME OF BIDDING FIRM: _____
2. Firm NTN No: _____
3. Firm GST No: _____
4. Landline No: _____
5. Mailing Address: _____
6. **BID BOND/EARNEST MONEY DETAILS (Category wise)**
 - a. Value of Bid: _____
 - b. Amount of Pay Order: _____
 - c. Pay Order No. & Date _____
7. **AUTHORIZED REPRESENTATIVE:**
 - a. Name _____
 - b. Signature: _____
 - c. NIC: _____
 - d. Designation: _____
 - e. Email ID: _____

Signed & Stamp on Behalf of Bidder:

CEO:

Name : _____

Official Stamp

Signature & Date: _____

Company Seal _____

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Annex 2:

BILL OF QUANTITY (As per Annex 1)

NAME OF BIDDING FIRM: _____

BIDDER NTN/GST No: _____

Signed & Stamp on Behalf of Bidder:

Authorized Signatory:

Name : _____

Official Stamp

Signature & Date: _____

Company Seal _____

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Annex 3:

PRICE SCHEDULE

NAME OF BIDDING FIRM: _____

BIDDER NTN/GST No: _____

(As per Annex 1,2)

Sr. No	Category : EQUIPMENT	Quantity	Unit Price (Excl Taxes)	Tax	Unit Price (Incl. Taxes)	Total Price (Incl. Taxes)
	TOTAL					

Total Value of Bid: _____.

Value of Bid Bond: _____.

Signed & Stamp on Behalf of Bidder:

Authorized Signatory:

Name : _____

Official Stamp

Signature & Date: _____

Company Seal _____

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Annex 4:

COMPLIANCE TO TENDER DOCUMENTS

NAME OF BIDDING FIRM: _____

BIDDER NTN/GST No: _____

SN	Clause of Tender Documents	Compliance Complied	Not Complied
1	Clause 1		
2	Clause 2		
3	Clause 3		
4	Clause 4		
5	Clause 5		
6	Clause 6		
7	Clause 7		
8	Clause 8		
9	Clause 9		
10	Clause 10		
11	Clause 11		
12	Clause 12		
13	Clause 13		
14	Clause 14		
15	Clause 15		
16	Clause 16		
17	Clause 17		
18	Clause 18		
19	Clause 19		
20	Clause 20		
21	Clause 21		
22	Clause 22		
23	Clause 23		
24	Clause 24		
25	Clause 25		
26	Clause 26		

University of Buner



Tender # 04/UOB/2025: Supply & Installation of Passenger Lifts (L-1 & L-2)

Signed & Stamp on Behalf of Bidder:

Name : _____ Official Stamp



**UNIVERSITY OF BUNER
SWARI, DISTRICT BUNER**

**SUPPLY & INSTALLATION OF 02-NOS. LIFTS IN
ACADEMIC BLOCK-A OF UNIVERSITY OF BUNER,
SWARI CAMPUS
PHASE-I (PACKAGE-3)**

**BIDDING DOCUMENTS
(VOLUME – I)**

TECHNICAL BID

**INSTRUCTIONS TO BIDDERS
APPENDICES TO INSTRUCTIONS TO BIDDERS
LETTER OF TECHNICAL BID AND SCHEDULES TO BID
PREAMBLE TO CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT
PARTICULAR CONDITIONS OF CONTRACT
STANDARD FORMS
SPECIFICATIONS - SPECIAL PROVISIONS
SPECIFICATIONS - TECHNICAL PROVISIONS
DRAWINGS**

MAY 2025



**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD.
NESPAK HOUSE, SECTOR G-5/2, ISLAMABAD**

Clearance Code
4010/321/BD/55(25)

Doc No.
4010-25-02

Revision No.
0

**SUPPLY & INSTALLATION OF 02-NOS. LIFTS
IN ACADEMIC BLOCK-A OF UNIVERSITY OF BUNER,
SWARI CAMPUS**

VOLUME-I

TABLE OF CONTENTS

Ref. No.	Description
IB	Instructions to Bidders
LTB	Letter of Technical Bid
SC	Schedules to Bid
CoC-Preamble	Preamble to Conditions of Contract
GCC	General Conditions of Contract
PCC	Particular Conditions of Contract
SF	Standard Forms
SP	Specifications – Special Provisions
8530	Specifications – Technical Provisions
DWG	Drawings



INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
A. GENERAL		
IB.1	Scope of Bid and Source of Funds	IB-1
IB.2	Eligible Bidders	IB-1
IB.3	Eligible Goods and Services	IB-1
IB.4	Cost of Bidding	IB-1
B. BIDDING DOCUMENTS		
IB.5	Contents of Bidding Documents	IB-2
IB.6	Clarification of Bidding Documents	IB-2
IB.7	Amendment of Bidding Documents	IB-3
C. PREPARATION OF BIDS		
IB.8	Language of Bid	IB-3
IB.9	Documents Comprising the Bid	IB-3
IB.10	Form of Bid and Schedules	IB-4
IB.11	Bid Prices	IB-4
IB.12	Currencies of Bid	IB-5
IB.13	Not Used	IB-5
IB.14	Documents Establishing Good's Eligibility and Conformity to Bidding Documents	IB-6
IB.15	Bid Security	IB-7
IB.16	Validity of Bids	IB-7
IB.17	Format and Signing of Bid	IB-8
D. SUBMISSION OF BIDS		
IB.18	Sealing and Marking of Bids	IB-8
IB.19	Deadline for Submission of Bids	IB-9
IB.20	Late Bids	IB-9
IB.21	Modification, Substitution and Withdrawal of Bids	IB-10
E. BID OPENING AND EVALUATION		
IB.22	Bid Opening	IB-10
IB.23	Clarification of Bids	IB-12
IB.24	Preliminary Examination & Determination of Responsiveness of Bids	IB-12
IB.25	Conversion to Single Currency	IB-13
IB.26	Detailed Evaluation of Bids	IB-13
IB.27	Domestic Preference	IB-15
IB.28	Process to be Confidential	IB-15



Clause No.	Description	Page No.
F. AWARD OF CONTRACT		
IB.29	Post-Qualification	IB-15
IB.30	Award Criteria	IB-15
IB.31	Employer's Right to Vary Quantities	IB-16
IB.32	Employer's Right to Accept any Bid and to Reject any or all Bids	IB-16
IB.33	Notification of Award	IB-16
IB.34	Performance Security	IB-16
IB.35	Signing of Contract Agreement	IB-16
G. ADDITIONAL INSTRUCTIONS		
IB.36	Instructions not Part of Contract	IB-17
IB.37	Contract Documents	IB-17
IB.38	Sufficiency of Bid	IB-17
IB.39	One Bid per Bidder	IB-17
IB.40	Bidder to Inform Himself	IB-17
IB.41	Alternate Proposals by Bidder	IB-17
IB.42	Local Conditions	IB-18
IB.43	Integrity Pact	IB-18
IB.44	Approved Insurance Companies	IB-18
H. APPENDICES		
—	Appendix A to Instructions to Bidders: Name of Eligible Countries	IB-APNDX-A
—	Appendix B to Instructions to Bidders: Evidence of Bidder's Capability	IB- APNDX-B
—	Appendix C to Instructions to Bidders: Domestic Works (Value Added in Pakistan)	IB- APNDX-C



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

University of Buner, Buner, Khyber Pakhtunkhwa (hereinafter called "the Employer") wishes to receive bids for the following scope of work:

"Supply & Installation of 02-Nos. Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner (Phase-I, Package-3)"

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

1.2 Source of Funds

The project is being funded by Government of Pakistan through Higher Education Commission (HEC). Government of Pakistan will disburse eligible payments under the Contract for Works mentioned under Sub-Clause 1.1 above.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- (a) duly licensed by the Pakistan Engineering Council (PEC) in Category C-5 or above having ME-03 as codes of specialization.
- (b) from eligible countries as listed in Appendix 'A' to Instructions to Bidders.
- (c) should have SOLE Authorized Distributor / Dealership / Agency Certificate from the manufacturer of offered lifts.

IB.3 Eligible Goods and Services

3.1 All Goods and Ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced, manufactured and supplied or from where the Ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

5.1 In addition to Invitations for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.

1. Volume-I (Technical Bid)

- (a) Instructions to Bidders with Appendices
 - (i) Appendix-A: Name of Eligible Countries
 - (ii) Appendix-B: Evidence of Bidder's Capability
 - (iii) Appendix-C: Domestic Goods (Value added in Pakistan)
- (b) Letter of Technical Bid and Schedules to Bid
 - (i) Letter of Technical Bid
 - (ii) Schedule A: Specific Works Data
 - (iii) Schedule B: Work to be Performed by Subcontractors
 - (iv) Schedule C: Proposed Programme of Works
 - (v) Schedule D: Deviations from Technical Provisions
 - (vi) Schedule E: Deviations from Contractual Conditions
 - (vii) Schedule F: Method of Performing Works
 - (viii) Schedule G: Proposed Organization
 - (ix) Schedule H: Integrity Pact
 - (x) Schedule-I: Estimated Progress Payments
- (c) Preamble to Conditions of Contract
- (d) General Conditions of Contract
- (e) Particular Conditions of Contract
- (f) Standard Forms
 - Forms include the following:
 - (i) Form of Bid Security
 - (ii) Form of Contract Agreement
 - (iii) Form of Performance Security (Bank Guarantee)
 - (iv) Form of Advance Payment (Bank Guarantee)
- (g) Specifications - Special Provisions
- (h) Specifications - Technical Provisions
- (i) Drawings

2. Volume-II (Price Bid)

- (a) Letter of Price Bid
- (b) Schedule of Prices

5.2 ~~The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.~~

IB.6 Clarification of Bidding Documents

6.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer with a copy to the Engineer in writing or by fax at the address:



- (a) **The Employer**
Project Director
University of Buner, Swari, District Buner
Phone No.: (0939) 555211, 555438
Fax No.: (0939) 555437
- (b) **The Engineer**
Project Manager (UoB Project)
NESPAK House, Ataturk Avenue, G-5/2, Islamabad.
Tel: 051-9221910-13
Fax: 051-9221914

- 5.2 Employer will examine the request for clarification of the Bidding Documents which it receives not later than five (05) days prior to the deadline for the submission of bids and if needed will issue the clarification/amendment of the Bidding Documents at least three (03) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. The bidder shall also confirm in the Letter of Price Bid that the information contained in such addenda have been considered in preparing his bid.
- 7.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

- 9.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
- (b) Volume-I: Technical Bid comprising following:
- (i) Schedules (A to I) to Bid duly filled and signed, in accordance with the instructions contained therein.



- (ii) Bid Security furnished in accordance with Clause IB.15.
 - (iii) Power of Attorney in accordance with Clause IB 17.5.
 - (iv) Joint Venture Agreement (if applicable).
 - (v) Documentary evidence established in accordance with Clause IB.13 that the bidders are eligible and conform to the Bidding Documents.
 - (vi) Documentary evidence established in accordance with Clause IB.14 that the Goods and Ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents.
 - (vii) Domestic Preferences: Not Used
 - (viii) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.
- (c) Volume-II: Priced Bid comprising the following:
- (i) Letter of Price Bid duly filled, signed and sealed, in accordance with Clause IB.17.
 - (ii) Schedule of Prices completed in accordance with Clauses IB.11 and 12.

IB.10 Form of Bid and Schedules

- 10.1 The bidder shall complete, sign and seal the Form of Bid (Volume-II), Schedules (A to H, or as modified) to Bid and Schedule of Prices (Volume-II) furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.
- 10.2 Domestic Preferences: Not Used

IB.11 Bid Prices

- 11.1 The bidder shall fill up the Schedule of Prices attached to these documents (Volume-II) indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices (Volume-II).
- 11.2 The bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices (Volume-II).
- 11.3 The bidder's separation of price components in accordance with Sub-Clause 11.1 above, will be solely for the purpose of facilitating the comparison of bids by the Employer/Engineer and will not in any way limit its right to contract on any of the terms offered.
- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.
- 11.5 Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.



IB.12 Currencies of Bid

12.1 Prices shall be quoted in the following currencies:

- (a) For Goods and Services which the bidder will supply from within Pakistan, the prices shall be quoted in the **Pak. Rupees**.
- (b) For Goods and Services which the bidder will supply from outside Pakistan, the prices shall be quoted in **Pak Rupees**.

12.2 Not Used

12.3 The currencies of payment shall be as stated in Particular Conditions of Contract. However, provisions in Sub-Clauses 12.1 & 12.2 above shall not in any way constitute a contractual or legal binding on the Employer for the payment in the currencies required by the Contractor.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions).

13.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Employer's satisfaction that the bidder, at the time of submission of its bid is from an eligible source country as defined under Clause IB.2.

13.3 The documentary evidence of the bidder's qualification to perform the Contract if its bid is accepted, shall establish to the Employer's/Engineer's satisfaction:

- (a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods manufacturer or producer to supply the Goods to Pakistan;
- (b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract; and
- (c) that, in the case of a bidder not doing business within Pakistan the bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.

13.4 (a) Bidder/Manufacturer must possess and provide evidence of the following experience.

Supply, installation, testing and commissioning of Passenger lifts during last five (05) years.

The Bidder shall certify the capacity and capability of the plant (from which Goods are now offered) for manufacturing, quality assurance and testing facilities, qualified manpower and production/delivery of quality materials according to bid specifications and delivery requirements. Besides, such plant should have produced same items for at least last fifteen (15) years and such Goods shall have proven successful in the field for at least fifteen (15) years and the bidder shall submit with the bid all necessary documentation in this regard. The Employer/Engineer will have the right to verify the



particulars regarding the plant and other related information furnished with the bid and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement/mis-representation on their part.

The bidder shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions)

- (b) The bidder should have an average annual turnover in the last five years equal to or more than the Total Bid Price. Alternately, the bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price.

13.5 Joint Venture: Not Used

- 13.6 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than three Manufacturers. Employer at his own jurisdiction will evaluate the plant, equipment or goods of only one of such Manufacturers.

IB.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which Bidder proposes to perform under the Contract.

- 14.2 The documentary evidence of the Goods and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.

- 14.3 The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

- (a) A detailed description of the Goods, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule-A to Bid, Specific Works Data. This will include but not be limited to the following:
 - (j) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.
 - (ii) Details of equipment and machinery with capacity.
 - (iii) Any other information which is required for evaluation purposes.
- (c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to be provisions of the Technical Provisions as required in Schedule D to Bid.

- 14.4 For purpose of the commentary to be furnished pursuant to Sub-clause 14.3(c) above, the



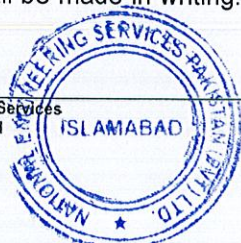
Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount **as given in Notice Inviting Bid** in Pak. Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period twenty-eight (28) days beyond the bid validity date.
- 15.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.34, or
 - (ii) sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for **one hundred & twenty (120)** calendar days after the date of bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid



Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.17 Format and Signing of Bid

- 17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 17.2 All Schedules to Bid are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 17.4 Each bidder shall prepare one (1) Original and two Copies, of the documents comprising the bid as described in Clause IB.9 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

- 18.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each COPY of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed / identified as given in Sub- Clause 18.2 hereof.
 - (c) Single Stage - Two Envelopes procedure will be adopted. One envelope, containing Technical Bid (Volume-I of Bid) shall be clearly marked "TECHNICAL BID". The second envelope, containing the Price Bid (Volume-II of Bid) shall be clearly marked "PRICE BID".



- (d) Envelope of "TECHNICAL BID" shall be accompanied by Bid Security (in original) and requirements of Appendix 'B' of Instructions to Bid.

18.2 The inner and outer envelopes shall;

- (a) be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
- (b) bear the Project name, Loan No., Bid No. and Date of opening of Bid.
- (c) provide a warning not to open before the time and date for bid opening.

18.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Sub-Clause 6.1 heretofore.

18.4 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.20.

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

IB.19 Deadline for Submission of Bids

- 19.1 (a) Bids must be received by the Employer at the address specified in Sub-Clause 6.1 hereof not later than the time and date stipulated in the Invitation for Bids.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

19.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

19.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.7, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

- 20.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.19 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely



delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

- 21.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of bids.
- 21.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 21.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

- 22.1 A committee consisting of nominated members by the Employer and by the Engineer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. The bidders' representatives who are present shall sign in a register evidencing their attendance.
- 22.2 Initially, only the envelope marked "TECHNICAL BID" shall be opened. The envelope marked as "PRICE BID" shall be retained in the custody of the Employer without being opened.
- 22.3 After the evaluation and approval of the "TECHNICAL BID" the committee as mentioned above, shall at a time within the bid validity period, publicly open the "PRICE BID" of the "Technically Accepted" Bids only. The "PRICE BID" of Bidders who are determined nonresponsive shall be returned unopened to the respective Bidders.
- 22.4 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 22.5 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 22.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 22.6 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will



remain unopened in accordance with IB 22.2. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

22.7 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security, if required; and
- (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 20.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

22.8 Preliminary Examination of Technical Bids:

- (a) The Employer shall first examine qualification and experience data as per Appendix 'B' submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in Appendix 'B'. Only substantially responsive qualification shall be considered for further evaluation.
- (b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

22.9 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical Bid as required under these bidding documents.

22.10 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

22.11 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.

22.12 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

22.13 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:



- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The Bid Prices, including any discounts and alternative offers; and
- (d) Any other details as the Employer may consider appropriate.

Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

IB.23 Clarification of Bids

- 24.1 To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

- 24.1 Prior to detailed evaluation of Bids, pursuant to Clause IB.26;

- (a) the Engineer will examine the Bids to determine whether;
 - (i) the Bid is complete and does not deviate from the scope,
 - (ii) any computational errors have been made,
 - (iii) required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
 - (vii) completion period offered is within specified limits,
 - (viii) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
 - (ix) the Bid does not deviate from basic technical requirements and
 - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
 - (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period later than specified,
 - (v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
 - (vi) it indicates that Bid prices do not include the amount of income tax,
- (c) A bid will not be considered, if;
 - (i) it is not accompanied with bid security,
 - (ii) it is submitted by a bidder who has participated in more than one bid,
 - (iii) it is received after the deadline for submission of bids,
 - (iv) it is submitted through fax, telex, telegram or email,



- (v) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
- (vi) the bidder refuses to accept arithmetic correction,
- (vii) the bidder fails to fulfill the qualification requirements as mentioned in Volume-I of Bid.
- (viii) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Employer/Engineer in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer/Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality or performance of the Works.
- (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/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

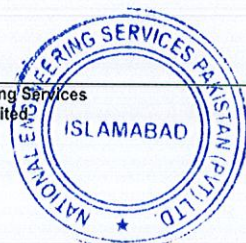
24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

IB.25 Conversion to Single Currency

25.1 Not Used

IB.26 Detailed Evaluation of Bids

26.1 The Employer/Engineer will evaluate and compare only the bids previously determined to be



substantially responsive pursuant to Clause IB.24 as per requirements given hereunder.

26.2 Detailed Evaluation shall be carried out as per following procedure:

(a) Technical Evaluation

Bids qualifying under above Para (a) of Sub-clause 22.8 will be subject to detailed Evaluation.

- (i) Technical Evaluation: It will be examined in detail whether the Goods offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the Bidder's data submitted with the Bid will be compared with the specific work data prescribed by the Employer and Technical Features / Criteria of the Goods detailed in the Technical Provisions. Other Technical information submitted with the Bid regarding the Scope of Work will also be reviewed.
- (ii) Commercial Evaluation: It will be examined in detail whether the Bids comply with the commercial / contractual conditions of the Bidding Documents. It is expected that no major deviation / stipulation shall be taken by the Bidders.

(b) Financial Evaluation

Financial evaluation of only Technical Responsive Bids, as per Para a & b above, shall be carried out.

- (i) Bid will be examined for any computational errors. If found the arithmetical errors will be rectified as per Clause IB-24.2 above.
- (ii) Basis of Price Comparison: The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (c) herein below.

(c) Evaluated Bid Price

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for errors pursuant to Sub-Clause 24.2 hereof.
- (ii) excluding Provisional Sums, if any, but including priced Daywork.
- (iii) making an appropriate adjustment for any other acceptable variation or deviation.

26.3 Evaluation Methods

The estimated effect of the price adjustment provisions of the Conditions of the Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

26.4.1 If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the



amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

IB.27. Domestic Preference

Not Used

IB.28 Process to be Confidential

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact Employer and/or Engineer on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded, unless specifically called for by the Employer and/or Engineer for any clarifications relating to his bid.
- 28.2 Any effort by a Bidder to influence Employer and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.29. Post-Qualification

- 29.1 The Employer, at any stage of the bid evaluation, having credible reasons for, or prima facie evidence of any defect in bidders' capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 29.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted under Appendix 'B' to Instruction to Bidders "Evidence of Bidder's Capability" by the bidder pursuant to Clause IB-13, as well as such other information as required under the Bidding Documents.
- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated bidder's capabilities to perform the Contract satisfactorily.

IB.30 Award Criteria

- 30.1 Subject to Clause IB.32, 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, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.



IB.31 Employer's Right to Vary Quantities

- 31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1 Notwithstanding Clause IB.30, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.
- 32.2 No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

IB.33 Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 33.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 33.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

IB.34 Performance Security

- 34.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 34.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

- 35.1 The successful Bidder shall submit along with the Performance Security a draft copy of Agreement as per Form of Agreement within the time stipulated in Clause IB.34.1 provided in the Bidding Documents, incorporating all agreements between the parties.
- 35.2 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days from the date of receipt of Letter of Acceptance but not before



acceptance by the Employer of the Performance Security as per Sub-Clause 34.1 hereof.

G. ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

- 36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

- 38.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices (Volume-II). Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

IB.39 One Bid per Bidder

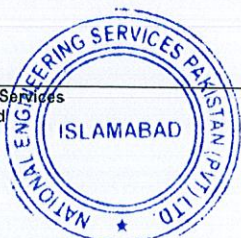
- 39.1 Each bidder shall submit only one bid. Joint Venture of firms is not allowed. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.41) will be disqualified and bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to Inform Himself

- 40.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:
- (a) inquiries on Pakistani Income Tax / Sales Tax / Levies to the Commissioner of the Income Tax and Sales Tax Peshawar / Islamabad, Pakistan.
 - (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
 - (c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - (d) investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.

IB.41 Alternate Proposals by Bidder

- 41.1 Bidders are discouraged to submit any alternate proposal. Alternatives will not be considered and shall stand rejected.



IB.42 Local Conditions

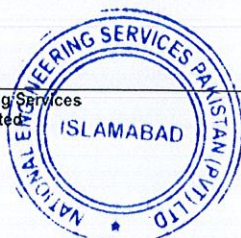
- 42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.

IB.43 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Schedule-H to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.44 Approved Insurance Companies

The insurance company shall be of having at least "AA" rating from PACRA/JCR.



Appendix-A to
Instructions to Bidders

NAME OF ELIGIBLE COUNTRIES

Refer IB-2: Eligible Bidders

- All countries with whom Pakistan has commercial relationships.
- Bidders possess the criteria of post-qualification.

Refer IB-3: Eligible Goods and Services

- Goods supplied from post-qualified bidders.



**Appendix-B to
Instructions to Bidders**

EVIDENCE OF BIDDER'S CAPABILITY

Note: Bidders to provide the following information with the bid separately and indicate herein its references where this information is available. Bidder must score minimum 50% (fifty percent) marks in each category to consider as qualified.

1. MANDATORY REQUIREMENT

- 1.1 Valid registration with Pakistan Engineering Council (PEC), duly renewed for the year 2025, in Category C-5 or above, having ME-03 as codes of specialization.
- 1.2 Valid Income Tax Registration Certificate.
- 1.3 Registration with Sales Tax Authorities i.e. Federal Board of Revenue (FBR) and / or Provincial Revenue Authorities.
- 1.4 On Active Tax Payer's List of Federal Board of Revenue (FBR) and / or Provincial Revenue Authorities.
- 1.5 Applicant should have authorized distributor / dealership / agency holder certificate from the manufacturer of offered lifts.
- 1.6 Affidavit of "No-blacklisting" by authorized signatory on judicial stamp paper prepared within the current month of submission of Bid to the effect that the firm has never been blacklisted.
- 1.7 In case of no litigation, the affidavit of "No litigation" by authorized signatory on judicial stamp paper prepared within the current month of submission of Bid to the effect that the firm has never been involved in any litigation and, if involved in litigation, then details related to (a) year and matter in dispute, (b) value of award if against the applicant and (c) award as percentage of net worth of applicant.

2. DETAILED EVALUATION

The Bidders meeting the above-mentioned mandatory requirements will be selected for detailed evaluation. The detailed evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder:

S. No.	Category	Maximum Marks	Passing Marks
2.1	Experience Record	40	20
2.2	Personnel Capabilities	20	10
2.3	Equipment Capabilities	15	7.5
2.4	Financial Soundness	25	12.5
Total		100	50



Appendix-B to
Instructions to Bidders

2.1 EXPERIENCE RECORD

Marks will be given on the basis of the following criteria:

S. No.	Description	Maximum Marks	Marks Allocation
(a)	Supply & Installation Experience		
(a)	Experience of successful supply and installation of lifts – completed during last five (05) years	15	• 15 marks (maximum marks) will be awarded for supply & installation of more than 30 lifts. • 10 marks will be awarded for supply & installation of 20 to 29 lifts. • 5 marks will be awarded for supply & installation of 10 to 19 lifts. • No marks will be awarded for supply & installation of less than 10 lifts.
(b)	Experience of successful supply and installation of lifts – currently in-hand	10	• 10 marks (maximum marks) will be awarded for supply and installation of 05-lifts. • 8 marks will be awarded for supply and installation of 04-lifts. • 6 marks will be awarded for supply and installation of 03-lifts. • 4 marks will be awarded for supply and installation of 02-lifts. • No marks will be awarded for supply and installation of less than 02-lifts.
(b)	Maintenance Experience		
(b1)	Experience of successful maintenance of lifts – completed during last five (05) years and / or currently in-hand	15	• 15 marks (maximum marks) will be awarded for maintenance of more than 30 lifts. • 10 marks will be awarded for maintenance of 20 to 29 lifts. • 5 marks will be awarded for maintenance of 10 to 19 lifts. • No marks will be awarded for maintenance of less than 10 lifts.
Total Marks Allocated		40	

Notes:

- The Bidder shall provide "Taking Over / Completion Certificate" of completed projects, "Letter of Award" of in-hand projects and "Maintenance Certificate" for projects currently being maintained. No marks will be given for the projects for which above letter / certificate is not provided.
- Applicant shall provide complete information of the projects including scope, cost etc.



**Appendix-B to
Instructions to Bidders**

2.2 PERSONNEL CAPABILITIES

Marks will be given on the basis of the following criteria:

S. No.	Designation	Maximum Marks	Marks Allocation
(a)	Project Manager	5	• 5 marks will be awarded for B.Sc. Electrical / Mechanical Engineer with valid PEC Registration, having more than 15 years relevant experience. • 3 marks will be awarded for B.Sc. Electrical / Mechanical Engineer with valid PEC Registration, having 11 to 15 years relevant experience. • 1.5 mark will be awarded for B.Sc. Electrical / Mechanical Engineer with valid PEC Registration, having 5 to 10 years relevant experience. • No marks will be awarded for B.Sc. Electrical / Mechanical Engineer with valid PEC Registration, having less than 5 years relevant experience.
(b)	Installation / Site Engineer	5	• 5 marks will be awarded for B.Sc. Mechanical Engineer with valid PEC Registration, having more than 10 years relevant experience. • 3 marks will be awarded for B.Sc. Mechanical Engineer with valid PEC Registration, having 5 to 10 years relevant experience. • No marks will be awarded for B.Sc. Mechanical Engineer with valid PEC Registration, having less than 5 years relevant experience.
(c)	Installation / Site Engineer (Associate Engineer)	4	• 4 marks will be awarded for Associate Engineer (DAE Mechanical), having more than 10 years relevant experience. • 2 marks will be awarded for Associate Engineer (DAE Mechanical), having 5 to 10 years relevant experience. • No marks will be awarded for Associate Engineer (DAE Mechanical), having less than 5 years relevant experience.
(d)	Installation / Site Supervisor / Foreman (Minimum 02-Nos.)	6	• 3 marks will be awarded for each Site Supervisor / Foreman (Electrical / Mechanical), having more than 10 years relevant experience. • 2 marks will be awarded for each Site Supervisor / Foreman (Electrical / Mechanical), having 5 to 10 years relevant experience. • No marks will be awarded for Site Supervisor / Foreman (Electrical / Mechanical), having less than 5 years relevant experience.
Total Marks Allocated		20	

Notes:

- The Bidder must provide verifiable proof of employment of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff along with appointment letters/pay slips.



Appendix-B to
Instructions to Bidders

2.3 EQUIPMENT CAPABILITIES

Marks will be given on the basis of the following criteria:

S. No.	Description	Maximum Marks	Minimum Quantity / Number of Equipment Required
(a)	Hoisting Equipment	2	2 Sets
(b)	Phase Sequence Tester	0.75	1 No.
(c)	Computerized Adjustment Tools	0.75	1 Set
(d)	Vibration Measuring Device	0.75	1 No.
(e)	Sound Level Monitoring Device	0.75	1 No.
(f)	Rope Equalizer	0.75	1 No.
(g)	Guide Checker	0.75	1 No.
(h)	Megger	0.75	1 No.
(i)	Chain Pulleys	0.75	1 No.
(j)	Hand Blowers & Vacuum Cleaner	0.75	1 No.
(k)	Allen Key Sets	0.75	1 No.
(l)	Complete range of Open-End Spanners, Puller, Pliers, Cutter & Nipper etc.	0.75	1 No.
(m)	Drill Machines with Stone Cutters, Hand Drill Machines with all Size Drill Bits and Portable Hand Grinding Machines	0.75	1 No.
(n)	Welding Plants	1	2 Nos.
(o)	Generator	1	1 No.
(p)	Scaffolding Pipes	2	300 Meter
Total Marks Allocated		15	

Notes:

- The Bidder shall own or have assured access to (through rented, lease, purchase agreement or other means), the following key equipment (limited to only major items of equipment) in full working order, and must demonstrate that, based on known commitments, these shall be available for deployment on the proposed contract or works. The Bidder may also list alternative equipment which he would propose for the contract together with an explanation of the alternate proposal.
- Proportionate marks will be awarded if minimum number of corresponding equipment is less than minimum required.
- Bidder shall submit an undertaking to the effect that the above equipment shall be made available by the Bidder for execution of the Works.



Appendix-B to
Instructions to Bidders

2.4 FINANCIAL SOUNDNESS

- (a) The Bidder shall submit copies of annual audited reports for the last three years duly certified by the Chartered Accountants and must indicate the soundness of the financial position.

Average Annual Turnover also termed as Income from Contracting, Revenue or Sales and is defined as billing for works in progress and completed in the last three (3) years shall be Rs. 50 (rupees fifty) million or more.

The minimum annual volume of construction works (Annual Turn Over) during any of the last three years is given below:

Annual Turn Over During any of Last three years	Maximum Marks
Above Rs. 100 million	10
Rs. 76 million to Rs. 100 million	5
Rs. 50 million to Rs. 75 million	3
Total Marks Allocated	10

- (b) The bidder should demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the construction cash flow for the execution of works.

Minimum amount of Working Capital (Current Assets - Current Liability) for the last financial year shall be more than Rs. 30 (rupees thirty) million.

The minimum amount of liquid assets during the year (FY 2024-25) and bank credit line (in specific name of this project) is given below:

Liquid Assets / Working Capital for Current Year	Maximum Marks
Above Rs. 40 million	15
Rs. 36 million to Rs. 40 million	7.5
Rs. 30 million to Rs. 35 million	5
Total Marks Allocated	15



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A1)

General Information

All Applicant firms / Constructors applying for qualification are requested to complete the information in this form.

1	Name of Firm	
2	Head Office Address	
	Peshawar Office Address	
3	Telephone	Contact Person: Name: Title:
4	Fax	Telex
5	Place of Incorporation/Registration	Year of incorporation/registration
6*	PEC Registration No.	PEC Registration Validity
7	PEC Code for Specialization	NTN #

* Attach copy of valid PEC Certificate

* Attach copy of Memorandum / Article of Association of firm

* Attach copy of sole distribution / dealership / agency Certificate

Nationality of Owners		
	Name	Nationality
1		
2		
3		
4		



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A2)

Details of Contracts of Similar Nature and Complexity

Name of Applicant

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to Post-qualify
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____ Years _____ Months
11.	Specified Requirements



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A3)

Summary Sheet: Current Contract Commitments/Works in Progress

Name of Applicant

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Project	Contract Price	No. & Description of Lifts	Value of Outstanding Works	Date of Completion
1.				
2.				
3.				
4.				
5.				
6.				

* Attach copy of letter of award of each Contract



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A4)

Details of Contracts of Maintenance of Lifts

Name of Applicant

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
	
4.	Nature and quantum of works
	
	
5.	Contract Role (Tick One)
	(a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Date of Award
7.	Date of Completion

* Attach copy of letter of award of each Contract



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A5)

Personnel Capabilities

Name of Applicant

For specific positions essential to contract implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-6).

1.	Title of Position
	Name of Candidate
	Qualification
	Date of Employment (Permanent / Temporary)
	PEC Redg. No. (for Engineers)
	Years of Experience (Provide Details)
2.	Title of Position
	Name of Candidate
	Qualification
	Date of Employment (Permanent / Temporary)
	PEC Registration No. (for Engineers)
	Years of Experience (Provide Details)



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A6)

Candidate Summary

One form to be submitted to each candidate named in Application Form-5

Name of Applicant

Position		Candidate [Tick appropriate one] ☐ Prime ☐ Alternate
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
	4. PEC Registration No. (for Engineers)	
Present employment	5. Name of employer	
	6. Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer
Overall Experience		

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A7)

Equipment Capabilities

Name of Applicant

The Applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Applicants. A separate Form shall be prepared for each item of equipment listed in para 1.2.7 of the Instructions to Applicants, or for alternative equipment proposed by the Applicant.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased	

Omit the following information if it is owned by the Applicant.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreement	Details of rental/lease specific to the Project.	



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A8)

Financial Capability

Name of Applicant

Applicants should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets of last financial year should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the last financial year.

in million

Financial information in Pak Rs. or equivalent	2023-24				
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Net Worth (1-3)					
6. Working Capital (2-4)					



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A9)

General Experience Record

Name of Applicant

All Applicant firms / Constructors applying for Post-qualification are requested to complete the information in this form. The information supplied should be the annual turnover (only for lift projects) of the Applicant in terms of the amounts billed to clients for each year for work in progress or completed over the past three (3) years.

Annual Turnover		
Year	Turnover (in actual currency)	Equivalent Rupees in Millions.
1. 2023-24		
2. 2022-23		
3. 2021-22		
4.		
5.		

* Attach certified audit reports for last 3 years

* Figures duly verified by auditing chartered accountant firm for at least last 3 years.



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A10)

Banks Line of Credit Letter*

Name of Applicant

To Whom It May Concern

This is certified that M/s (name and address of Bidder) are maintaining their account with us to our entire satisfaction. Upon award of the Contract for **"Supply & Installation of 02-Nos. Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner (Phase-I, Package-3)"** to M/s. _____ (name of the Applicant), we will provide credit facilities upto Rs. _____ million for the execution of the Works during the Contract Period.

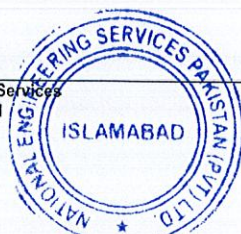
Authorized Signature

(Name: _____)

Stamp

Dated: _____

* Letter to be provided on the original letter head/stationary of the Bank. It shall be dated, signed and stamped.



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A11)

Litigation History

Name of Applicant

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution (Instructions to Applicants, para 1.2.9).

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount



Appendix-B to
Instructions to Bidders

APPLICATION FORM (A12)

Additional Information

Name of Applicant

1. Certificate of Registration with Pakistan Engineering Council.
2. Certificate of registration with Income Tax Department in Pakistan and Income Tax Return for the last three years.
3. An affidavit to the effect that the Applicant has never been black-listed by the government /Semi government or any autonomous body.
4. An affidavit to the effect that all documents / particulars / information given with this post-qualification document are true. **Disqualification of Supplier and Contractors**, "The Procuring agency shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete."
5. An affidavit to the effect that the Applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.
6. An affidavit to the effect that the firm is not presently involved nor has been in the past in litigation with the Employer. Should this be otherwise the Applicant must provide such details in form A-11 "Litigation History".
7. Profile / particulars of lift manufacturer being represented by the Applicant firm / Contractor.
8. Any other pertinent information in support of this post-qualification should also be furnished.



Appendix-B to
Instructions to Bidders

**SUPPLY & INSTALLATION OF 02-NOS. LIFTS IN ACADEMIC BLOCK-A
OF UNIVERSITY OF BUNER, SWARI CAMPUS, DISTRICT BUNER
(PHASE-I, PACKAGE-3)**

CERTIFICATE

(Date:)

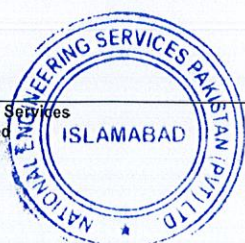
It is certified that the data/documents/information submitted in our application for Prequalification for the subject projects is absolutely correct to best of our knowledge and we accept full responsibility for its accuracy.

We understand that any false data/documents/information may result in disqualification of our firm at any stage.

Signature of Authorized Representative: _____

Name/Designation of Authorized Representative: _____

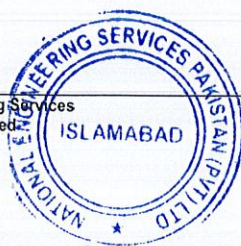
Designation of Authorized Representative: _____



Appendix-C to
Instructions to Bidders

DOMESTIC WORKS (VALUE ADDED IN PAKISTAN)

NOT USED



LETTER OF TECHNICAL BID AND SCHEDULES TO BID



LETTER OF TECHNICAL BID

Name of Contract: "Supply & Installation of 02-Nos. Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner (Phase-I, Package-3)"

To: Project Director
University of Buner, Swari, District Buner
Phone No.: (0939) 555211, 555438
Fax No.: (0939) 555437

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders Clause IB.7;
2. We offer to execute, complete and remedy any defects therein in conformity with the Bidding Documents the following Works:

"Supply & Installation of 02-Nos. Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner (Phase-I, Package-3)"
3. Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of one hundred & twenty (120) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. 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 or made payable to you and valid for a period 28 days beyond the period of validity of Bid.
5. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
6. We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with Instructions to Bidders Clauses IB.9, IB.13 & IB.14.

Name
In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date
Address.....



SCHEDULES TO BID

TABLE OF CONTENTS

<i>No.</i>	<i>Description</i>	<i>Ref. No.</i>
	Schedule A to Bid: Specific Works Data	SC-1
	Schedule B to Bid: Work to be Performed by Subcontractors	SC-2
	Schedule C to Bid: Proposed Programme of Works	SC-3
	Schedule D to Bid: Deviations from Technical Provisions	SC-4
	Schedule E to Bid: Deviations from Contractual Conditions	SC-5
	Schedule F to Bid: Method of Performing Works	SC-6
	Schedule G to Bid: Proposed Organization	SC-7
	Schedule H to Bid: Integrity Pact	SC-8
	Schedule I to Bid: Estimated Progress Payment	SC-9



SCHEDULE-A TO BID

SPECIFIC WORKS DATA

Supply, Installation, Testing, Commissioning and Operation & Maintenance of Two (02) Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner.

The main technical data is prescribed in the relevant sections of the Technical Provisions. However, the bidder may supplement the main technical data by providing salient parameters including main plant make, capacity and suitability for the works under consideration to enable the Employer to assess technical conformance of the proposed process and the means available with the Bidder to do it.



SCHEDULE-B TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Item of Work to be Sub-Contracted	Name and Address of Sub-Contractor	Statement of Similar Works previously executed (attach evidence)

Notes:

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.



SCHEDULE-C TO BID

PROPOSED PROGRAMME OF WORKS

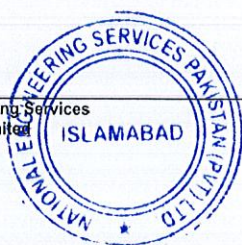
Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.



SCHEDULE-D TO BID

**DEVIATIONS
FROM
TECHNICAL PROVISIONS**

Not Applicable



SCHEDULE-E TO BID

**DEVIATIONS
FROM
CONTRACTUAL CONDITIONS**

Not Applicable



SCHEDULE-F TO BID

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Technical Provisions.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Details regarding mobilisation in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



SCHEDULE-G TO BID

PROPOSED ORGANISATION

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of	Summary of Qualifications Experience, Present Position and Nationality
-------------	---------	---

- Head Office:

- Site Office:

Contractor's Representative
Site Superintendent
Supervising Engineer
Plant Erectors
Construction Supervisors
Other Key Staff



SCHEDULE-H TO BID

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS
IN CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE**

Contract No.: _____
Contract Value: _____
Contract Title: _____

Dated: _____

_____ [the Bidder/Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Bidder/ Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

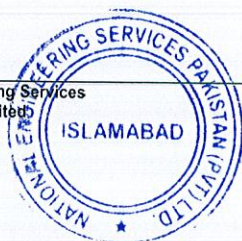
[Name of Bidder/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Bidder/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer: _____
Signature: _____
[Seal]

Name of Bidder/Contractor: _____
Signature: _____
[Seal]



SCHEDULE-I TO BID

ESTIMATED PROGRESS PAYMENTS

(to be filled and signed by the Bidder)

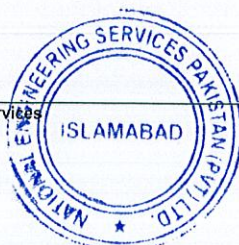
Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Scheule of Prices, expressed in Pakistani Rupees (excluding Provisional Lump Sum Amount, if any):

Period	Amount (Rupees)
1 st Month	
2 nd Month	
3 rd Month	
4 th Month	
5 th Month	
6 th Month	
Total	

Authorized Signature and official Seal: _____

Name: _____

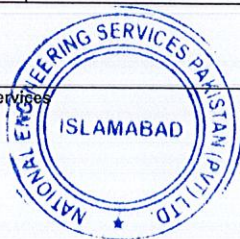
Date: _____



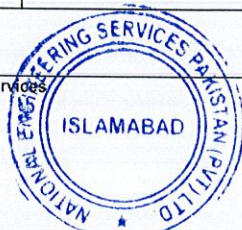
**PREAMBLE
TO
CONDITIONS OF CONTRACT**



<u>PREAMBLE TO CONDITIONS OF CONTRACT</u>	
Commencement Date	Sub-Clause 1.1.1.(i) The date for commencement of the Works is the <i>date on which the Contractor receives Order from Engineer to commence the work</i>
Defect Liability Period	Sub-Clause 1.1.11 The Defect Liability Period is 364 days.
The Employer	Sub-Clause 1.1.12. The Employer is University of Buner, Buner, Khyber Pakhtunkhwa.
The Engineer	Sub-Clause 1.1.15. The Engineer is National Engineering Services Pakistan (Pvt.) Ltd., - NESPAK NESPAK House, Ataturk Avenue, G-5/2, Islamabad.
Time for Completion	Sub-Clause 1.1.35. The Time for Completion is <i>One Hundred and Eighty-Two (182) days</i> from the Commencement Date.
Warranty Period	Sub-Clause 1.1.40. The Warranty Period is <i>one (01) year</i> after final commissioning upon Substantial Completion of the Works.
Engineer's Duties & Authorities	Sub-Clause 2.1 Amount of Variation Order in emergency is $\pm 2\%$ of <i>Contract Price</i>
Confirmation in Writing	Sub-Clause 2.6 (i) If the Contractor shall require the confirmation, it shall be notified to the Engineer within <i>14 days</i> . (ii) Engineer shall confirm the decision/instruction within <i>14 days</i> .
Ruling Language	Sub-Clause 5.1. The version in <i>English</i> language (ruling language) shall prevail.
Day to Day Communications	Sub-Clause 5.2. The language for day-to-day communications is <i>English</i> .
As-Built Drawings	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer <i>within twenty-eight (28) days from the date of issue of Taking Over Certificate</i> .
General Obligations	Sub-Clause 8.1 Detail of Erection and Testing Equipment and Maintenance Tools is given herein below: <i>None</i>
Programme to be Furnished	Sub-Clause 12.1. The Programme must be submitted in the form of <i>bar chart</i> .



Electricity Water, Gas and Other Services	Sub-Clause 14.3. Supplies on the Site are: a. Electricity: <i>Not Provided</i> b. Water: <i>Not Provided</i> c. Gas: <i>Not Provided</i> d. Other Services: <i>Not Provided</i>
Employer's Equipment	Sub-Clause 14.4. The following Employer's equipment is available for use by the Contractor under the Employer's operation: <i>None</i>
Working Hours	Sub-Clause 18.3. The normal working hours are <i>as per local law</i>
Time for Completion	Sub-Clause 25.1 (i) Place of the Project: <i>Buner, Khyber Pakhtunkhwa</i> (ii) Period: <i>One Hundred and Eighty-Two (182) days from the Commencement Date</i>
Earlier Completion	Sub-Clause 26.3 (i) Amount of Bonus per day: <i>Not Applicable</i> (ii) Max. Amount of Bonus: <i>Not Applicable</i>
Delay in Completion	Sub-Clause 27.1. Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows: Percentage per day: <i>0.22% of Contract Price</i> Maximum: <i>10% of Contract Price</i>
Prolonged Delay	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer 20% of the Contract Price.
Terms of Payment	Sub-Clause 33.1. In addition to the provisions under Clause 33, the terms of payment shall be as stated in Particular Conditions of Contract.
Issue of Certificate of Payment	Sub-Clause 33.3. Minimum amount of Interim Payment shall be Rs. 3.0 million.
Payment	Sub-Clause 33.5 (i) Period of Payment by Employer to Contractor: <i>14 days from the date of receipt of Engineer's Certificate</i> (ii) Period of Final Certificate of Payment: <i>42 days from the date of receipt of Engineer's Final Certificate</i>
Payment in Foreign Currencies	Sub-Clause 35.1. Payment in foreign currencies shall be arranged as follows: <i>Not Applicable, all payments shall be made in Pak. Rs.</i>



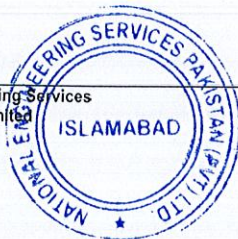
Insurance of Works	Sub-Clause 43.1. The deductible limits in the insurance cover of the Works shall be responsibility of the Contractor. Sub-Clause 43.1.(a) The additional risks to be insured are: <i>None</i>
Third Party Liability	Sub-Clause 43.3. The amount of insurance against third party liability taken out by the Contractor shall not be less than: <i>3% of the Contract Price per occurrence with number of occurrences unlimited.</i>
Payment on Termination for Employer's Default	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed: <i>5% of Contract Price</i>
Labour, Materials and Transport	Sub-Clause 47.1. The method of calculating adjustments for changes in costs shall be: <i>Not Applicable</i>
Notices to Employer and Engineer	Sub-Clause 49.2. The address of the Employer for notices is: University of Buner, Buner, Khyber Pakhtunkhwa Project Director University of Buner, Swari, District Buner Phone No.: (0939) 555211, 555438 Fax No.: (0939) 555437 The address of the Engineer for notices is: National Engineering Services Pakistan (Pvt.) Ltd. – NESPAK The Engineer NESPAK House, Ataturk Avenue, G-5/2, Islamabad. Tel: 051-9221910-13 Fax: 051-9221914
Disputes & Arbitration	Sub-Clause 50.4 Venue of Arbitration <i>Peshawar, Pakistan.</i>
Applicable Law	Sub-Clause 51.1. The applicable law is of <i>Islamic Republic Pakistan law.</i>
Procedural Law for Arbitration	Sub-Clause 51.2. The procedural law for arbitration is <i>Arbitration Act 1940</i>
Language and Place of Arbitration	Sub-Clause 51.3. The language of arbitration is <i>English language.</i> The place of arbitration is <i>Peshawar, Pakistan</i>



GENERAL CONDITIONS OF CONTRACT



PARTICULAR CONDITIONS OF CONTRACT



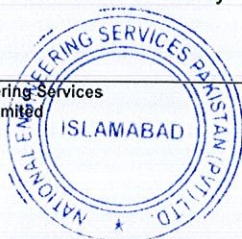
PARTICULAR CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause No.	Description	Page No.
1.1	Definitions	PCC-1
1.6	Cost, Overhead Charges and Profit	PCC-2
2.1	Engineer's Duties	PCC-2
2.6	Confirmation in Writing	PCC-3
2.7	Disputing Engineer's Decisions and Instructions	PCC-3
2.8	Replacement of Engineer	PCC-3
2.9	Engineer Not Liable	PCC-3
4.1	Sub-Contracting	PCC-4
4.2	No Contractual Relation between Sub contractor and the Employer	PCC-4
5.3	Priority of Contract Documents	PCC-4
5.4	Documents Mutually Explanatory	PCC-4
6.2	Consequences of Dis-approval of Contractor's Drawings	PCC-4
6.6	Operation and Maintenance Manuals	PCC-5
6.9	Manufacturing Drawings	PCC-5
6.10	"As Built" Drawings	PCC-6
8.1	General Obligations	PCC-6
9.1	Contract Agreement	PCC-6
10.1	Performance Security	PCC-6
10.3	Claims under Performance Security	PCC-7
10.4	Performance Security Binding on Variations and Changes	PCC-7
12.1	Programme to be Furnished	PCC-7
12.4	Monthly Progress Report	PCC-7
12.5	Daily Job Record	PCC-7
13.1	Contractor's Representative	PCC-8
13.3	Language Ability of Superintending Staff of Contractor	PCC-8
13.4	Employment of Local Personnel	PCC-8
14.1	Contractor's Equipment	PCC-8
14.2	Safety Precautions	PCC-8
14.3	Electricity, Water and Gas	PCC-8
14.4	Employer's Equipment	PCC-9
14.8	Information for Import Permits and Licences	PCC-9
15.2	Compliance with Laws	PCC-9
16.4	Photographs of Works and Advertisement Prohibited	PCC-9
16.5	Training of Employer's Staff	PCC-9
17.4	Consents and Way Leaves	PCC-10
17.5	Import Permits and Licences	PCC-10
18.1	Engagement of Labour	PCC-10
18.5	Employment of Persons in the Service of Others	PCC-10
18.6	Alcoholic Liquor or Drugs	PCC-10
18.7	Arms and Ammunition	PCC-10
18.8	Festivals and Religious Customs	PCC-11
18.9	Disorderly Conduct	PCC-11
18.10	Records of Safety and Health	PCC-11
18.11	Reporting of Accidents	PCC-11
18.12	Compliance by Sub-Contractors	PCC-11



Clause No.	Description	Page No.
19.1	Manner of Execution	PCC-11
19.3	Uncovering Work	PCC-11
19.4	Use of Pakistani Materials	PCC-11
24.1	Cost of Suspension	PCC-12
24.4	Resumption of Work	PCC-12
25.1	Time for Completion	PCC-12
26.1	Extension of Time for Completion	PCC-12
26.3	Earlier Completion	PCC-12
26.4	Rate of Progress	PCC-12
27.1	Delay in Completion	PCC-13
28.7	Consequences of Failure to pass the Tests on Completion	PCC-13
30.4	Extension of Defects Liability Period	PCC-13
30.5	Failure to Remedy Defects	PCC-13
30.13	Unfulfilled Obligations	PCC-13
31.1	Engineer's Right to Vary	PCC-14
31.5	Record of Costs	PCC-14
31.6	Daywork under Variation Order	PCC-14
31.7	Value Engineering	PCC-14
33.1.1	Retention of Payment	PCC-14
33.1.2	Payment Where Taking Over Certificate Issued for Section or Portion of Works	PCC-14
33.2	Method of Application	PCC-14
33.3	Issue of Certificate of Payment	PCC-15
33.4	Correction to Certificates of Payment	PCC-16
33.5	Payment	PCC-16
33.6	Delayed Payment	PCC-16
33.8	Payment by Measurement	PCC-16
33.9	Application for Final Certificate of Payment	PCC-17
33.10	Issue of Final Certificate of Payment	PCC-17
33.12	Withholding of Payment	PCC-18
33.13	Retention Money	PCC-18
33.14	Statement at Completion	PCC-18
33.15	Cession of Employer's Liability	PCC-19
33.16	Not Responsibility of the Engineer	PCC-19
35.1	Payment in Foreign Currencies	PCC-19
35.2	Currency Restrictions	PCC-19
35.3	Rates of Exchange	PCC-19
36.4	Payment against Provisional Sums	PCC-20
37.2	Employer's Risks	PCC-20
39.2	Loss or Damage Before Risk Transfer Date	PCC-21
39.4	Duty to Minimize Delay	PCC-21
40.2	Employer's Liability	PCC-21
42.2	Maximum Liability	PCC-21
42.6	Foreseen Damage	PCC-21
43.1	The Works (Insurance)	PCC-22
43.2	Contractor's Equipment	PCC-22
43.3	Third Party Liability	PCC-22
43.7	Remedies on the Contractor's Failure to Insure	PCC-22
43.9	Currency of Insurance	PCC-23
43.10	Contractor to Notify	PCC-23



Clause No.	Description	Page No.
43.11	Procurement of Insurance Policies	PCC-23
43.12	General Requirement of Insurance	PCC-23
43.13	Automobile Liability Insurance	PCC-24
44.6	Damage Caused by Force Majeure	PCC-24
44.8	Payment on Termination for Force Majeure	PCC-25
44.10	Force Majeure Affecting Engineer's Duties	PCC-25
45.2	Contractor's Default	PCC-25
45.6	Bribes	PCC-25
46.1	Employer's Default	PCC-25
46.3	Payment on Termination for Employer's Default	PCC-25
47.1	Labour, Materials and Transport	PCC-25
48.1	Customs and Import Duties	PCC-25
48.3	Port Charges and Port Congestion	PCC-26
49.1	Notice to Contractor	PCC-26
50.	Disputes & Arbitration	PCC-26
52.1	Payment of Income Tax	PCC-27
52.2	Contractor's Employee's Income Tax	PCC-28
52.3	Cost Inclusive of Duties & Taxes	PCC-28
52.4	Income Tax Provision in Sub-Contracts	PCC-28
53.	Elimination of Corruption	PCC-28
54.	Precaution for Pollution	PCC-28
55.	Coordination of Work at Site	PCC-28



PART-II: PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

The text of Sub-Clause 1.1.1 is deleted and substituted by the following:

“Commencement Date” means the date specified in the Preamble to Conditions of Contract.

The text of Sub-Clause 1.1.2 is deleted and substituted by the following:

“Conditions” means the Preamble to Conditions of Contract, General Conditions of Contract and Particular Conditions of Contract.

Sub-Clause 1.1.3

At the end of Sub-Clause, the following is added:

“Any addendum (addenda) or more subsequent (if any) document(s) mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract.”

The text of Sub-Clause 1.1.5 is deleted and substituted by the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained and remedying of any defects therein in accordance with the provisions of the Contract.”

Sub-Clause 1.1.11

The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 1.1.15

The following is added at the end of Sub-Clause:

“However, the Employer without prejudice and if not satisfied may change the Engineer or any other competent person appointed by the Employer at any time during currency of the Contract as his replacement under written intimation to the Contractor.”

Sub-Clause 1.1.23

The following paragraph is added:

The word “Goods” is synonymous with “Plant”.

The text of Sub-Clause 1.1.24 is deleted and substituted by the following:

“Program” means program of works submitted by the Contractor and approved by the Engineer pursuant to Clause 12.1 thereof or including any amendment thereof from time to time as approved by the Engineer.



The text of Sub-Clause 1.1.27 is deleted and substituted by the following:

“Schedule of Prices” means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Bid or revised and mutually agreed and forming a part of the Contract documents.

Sub-Clause 1.1.33

The word “Tender” is synonymous with the word “Bid” and the word “Tender Documents” with the word “Bidding Documents”.

The following Sub-Clauses are added:

1.1.38 “Month” means calendar month according to Gregorian calendar.

1.1.39 “Operation and Maintenance Manuals” has the meaning described in Sub-Clause 6.6.

1.1.40 “Warranty Certificate” means the certificate against specified goods/equipment, for the period mentioned in the Preamble, to be issued by the Contractor that the goods/equipment supplied under the Contract are new, unused and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and that the Contractor will be responsible for making good or replacing any defective goods/equipment during the Warranty Period specified in the Preamble which should commence after the issuance of taking over certificate to the Contractor.

Sub-Clause 1.1.41

The word “Part II” stated in FIDIC Conditions of Contract is synonymous with the word “Particular Conditions of Contract”.

Sub-Clause 1.6 Cost, Overhead Charges and Profit

The last sentence “Any profit stated in the Preamble” is deleted and substituted by the following:

“Any profit entitlement shall be added to cost at the percentage stated in the Bid and agreed in the Contract Agreement.”

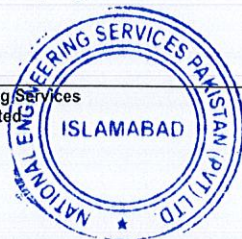
Sub-Clause 2.1 Engineer’s Duties

The text of Sub-Clause 2.1 is deleted and substituted by the following:

“The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses of General Conditions of Contract:

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,



- (d) certifying any cost under Sub-Clause 14.6,
- (e) approval of extension of time under Clause 26,
- (f) issuing a Taking-Over Certificate under Sub-Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31,
- (i) fixing rates or prices under Clauses 31 and 34,
- (j) certifying additional costs under Sub-Clause 44.5 and
- (k) certifying additional costs under Sub-Clause 47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may be necessary in an emergency affecting safety of life, the works or of adjoining property.

Except as expressly stated in the Contract the Engineer shall have no authority to relieve the Contractor of any of his obligations under this Contract."

Sub-Clause 2.6 Confirmation in Writing

- (i) In line 3 after the words "undue delay" the following is added:

"but not after the number of days mentioned in the Preamble to Conditions of Contract from the instruction or decision."

- (ii) At the end of Sub-Clause 2.6, the following is added:

"The Engineer shall confirm or otherwise within the period mentioned in the Preamble to Conditions of Contract from the receipt of requirement(s) from the Contractor."

Sub-Clause 2.7 Disputing Engineer's Decisions and Instructions

The following text is deleted:

"If either party in accordance with the Contract."

Sub-Clause 2.8 Replacement of Engineer

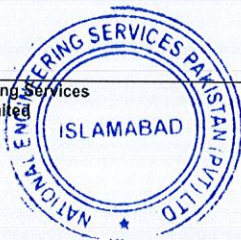
The text of Sub-Clause 2.8 is deleted and substituted by the following:

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

Sub-Clause 2.9 Engineer Not Liable

Sub-Clause 2.9 is added as follows:

"Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under this Contract



whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer.”

Sub-Clause 4.1 Sub-Contracting

Add “/sublet” after ‘sub-contract’ in first and third line of Clause 4.1 of General Conditions of Contract.

Sub-Clause 4.2 No Contractual Relation between Subcontractor and the Employer

Sub-Clause 4.2 is added as follows:

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer.

Sub-Clause 5.3 Priority of Contract Documents

Sub-Clause 5.3 is deleted and substituted by the following:

“Unless otherwise provided in the Contract the priority of the Contract Documents shall be as follows:

1. The Contract Agreement (if completed)
2. The Letter of Acceptance
3. The completed Form of Bid
4. Preamble to Conditions of Contract
5. The Particular Conditions of Contract
6. The General Conditions of Contract
7. The priced Schedule of Prices
8. The completed Schedules to Bid
9. The Specifications
10. The Drawings
11. Any other document forming part of the Contract except any subsequent amendment in the Contract Agreement

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions.”

Sub-Clause 5.4 Documents Mutually Explanatory

The text appearing in the last line after the words “the Contract Price” is deleted.

Sub-Clause 6.2 Consequences of Disapproval of Contractor's Drawings

Full stop is deleted and the following words are added at the end of Sub-Clause:

“for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account.”



Sub-Clause 6.6. Operation and Maintenance Manuals

Paras 2 & 3 are deleted and the following text is added at the end of Para 1 of Sub-Clause:

"The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant, not only during the period of the Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).

The operational data shall include a complete physical and functional description of the Plant (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re-assembly of all equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogue. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide six (06) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer."

Sub-Clause 6.9 Manufacturing Drawings

The words "Unless otherwise specified in Part-II" are deleted and the following is added at the end of Sub-Clause:

"However, the Contractor is required to disclose to the Engineer or the Employer any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him."



Sub-Clause 6.10 "As-Built" Drawings

The following new Sub-Clause is added:

The Contractor shall furnish to the Engineer four (4) copies and one (1) reproducible of approved quality of all "As-Built" drawings, including soft copy, within the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 8.1 General Obligations

The text of Sub-Clause 8.1 is deleted and substituted by the following:

- "(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated herein below, all necessary facilities therefor.

The Employer will permit use of the Erection, Testing Equipment and Maintenance Tools as stated in the Preamble to Conditions of Contract.

The above facilities shall be provided at no cost to the Contractor but he shall procure at his cost all required consumable materials and any other items necessary for the proper execution of the Works. These shall be properly used and maintained by the Contractor and returned to the Employer upon handing over of the Works in good condition, fair wear and tear excepted. In case of any damage, loss or theft, the items shall be replaced by the Contractor at his own cost."

Sub-Clause 9.1 Contract Agreement

Read "Contractor" in place of 'Employer' occurring in third line of Clause 9.1 of General Conditions of Contract.

Sub-Clause 10.1 Performance Security

Sub-Clause 10.1 is deleted and substituted by the following:

"The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency (ies) of the Contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan."

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor."



Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

The following Sub Clause 10.4 is added:

Sub-Clause 10.4 Performance Security Binding on Variations and Changes

"The Performance Security shall be binding irrespective of variations and changes in the quantities of the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract."

Sub-Clause 12.1 Programme to be Furnished

Sub-Clause 12.1(a) is deleted and substituted by the following:

- "(a) the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, erection and rectifications work, testing, commissioning and taking-over by the Employer). The programme shall also include the following:
- (i) Employment of local and expatriate labour of various categories,
 - (ii) Local material procurement,
 - (iii) Material imports, if any."

In Sub-Clause 12.1(c)(iv) the words "any import licenses" are deleted.

Sub-Clause 12.4 Monthly Progress Report

The following Sub-Clause 12.4 is added:

"During the period of the Contract, the Contractor shall submit six sets of report to the Engineer not later than the 8th day of each month, including:

- (i) a construction schedule indicating the progress achieved during the preceding month;
- (ii) description of all work carried out since the last report;
- (iii) description of the work planned for the next forty-two days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (iv) summary of daily job record for the preceding month; and
- (v) colour photographs to illustrate progress.

Sub-Clause 12.5 Daily Job Record

The following Sub Clause 12.5 is added:

"During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested.



The daily record shall include particulars of weather conditions, number of men working, in different categories, deliveries of materials, quantity, location and assignment of equipment."

Sub-Clause 13.1 Contractor's Representative

At the end of the Sub-Clause the following is added:

"The Contractor's Representative shall be a competent and skilled person approved by the Engineer (which approval may at any time be withdrawn) and who shall be present on the Site during all working hours. He shall be fluent in the English language. He shall not be transferred from the Site without the consent of the Engineer. The Contractor's Representative shall be a Registered/Professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)."

Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

The following Sub-Clause 13.3 is added:

"A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language."

Sub-Clause 13.4 Employment of Local Personnel

The following Sub-Clause 13.4 is added:

"The Contractor shall, to the extent practicable and reasonable, employ staff and labour from sources within Pakistan."

Sub-Clause 14.1 Contractor's Equipment

Replace the word "or" at the end of Sub-paragraph(a) by "and" and insert the following at the end of Sub-paragraph(b): "which shall not be unreasonably withheld."

Sub-Clause 14.2 Safety Precautions

At the end of the Sub-Clause the following is added:

"In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose."

The Contractor shall make, maintain, and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe."

Sub-Clause 14.3 Electricity, Water and Gas

The text of Sub-Clause 14.3 is deleted and substituted by the following:



"The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. However, Contractor may use for the purposes of the Works such supplies and services as may be available on the Site subject to the approval of Employer / Engineer, before the commencement of the work at Site. Contractor shall submit the detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use."

Sub-Clause 14.4 Employer's Equipment

The text of Sub-Clause 14.4 is deleted and substituted by the following:

"The Employer shall, if the Contractor so requests for the execution of the works, operate any available equipment of which details are given in the Preamble to Conditions of Contract. The Contractor shall pay the Employer a mutually agreed price for such use.

The Employer shall during such operation retain control of and be responsible for the safe working of the equipment.

Sub-Clause 14.8 Information for Import Permits & Licences

The text of Sub-Clause 14.8 is deleted and substituted by the following:

"The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment as is to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licences."

Sub-Clause 15.2 Compliance with Laws

The Sub-Clause 15.2 is deleted and substituted by the following:

"The Contractor shall comply with the Laws of country of manufacture and the Laws of Pakistan where the Plant is to be erected."

Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

Sub-Clause 16.4 is added:

"Except with the prior written authorization of the Employer the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Employer so requires."

Sub-Clause 16.5 Training of Employer's Staff

Sub-Clause 16.5 is added:

"The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor's premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the



Engineer. The Employer shall direct what sums by way of wages and allowances are to be paid by the Contractor to such persons and shall reimburse the Contractor for such sums as are so directed to be paid and are paid. The Contractor shall also provide medical expenses or medical insurance and travelling expenses for trainees if required by the Employer which shall be reimbursed by the Employer.

The language of training at the above stated premises shall be English and Urdu."

Sub-Clause 17.4 Consents and Way Leaves

The Sub-Clause 17.4 is deleted and substituted by the following:

The Employer shall issue permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities. The Employer, will reimburse the Contractor only the payments made by him in respect of any land compensation for obtaining such way leaves, required for the Works.

Sub-Clause 17.5 – Import Permits and Licences

The word "Employer" is deleted and substituted by the word "Contractor" and the following is added at the end of Sub-Clause 17.5:

"the Employer will provide assistance for this purpose."

Sub-Clause 18.1 – Engagement of Labour

At the end of the Clause the following is added:

"in accordance with the regulations, orders and requirements of the Govt. of Pakistan."

Sub-Clauses 18.5 to 18.12 are added:

"Sub-Clause 18.5 Employment of Persons in the Service of Others

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the persons in the service of the Employer or the Engineer and vice-versa, unless mutually agreed between the Employer/Engineer and the Contractor

Sub-Clause 18.6 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, employees or labour.

Sub-Clause 18.7 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.



Sub-Clause 18.8 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.

Sub-Clause 18.9 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works.

Sub-Clause 18.10 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

Sub-Clause 18.11 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the Engineer immediately by the quickest available means.

Sub-Clause 18.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions."

Sub-Clause 19.1 Manner of Execution

The following is added at the end of Sub-Clause:

"The Contractor shall submit for approval of the Engineer, his detailed method statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs."

Sub-Clause 19.3 Uncovering Work

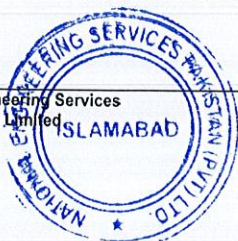
The following is added at the end of second paragraph of Sub-Clause 19.3:

"In any other case, all costs shall be borne by the Contractor."

Sub-Clause 19.4 Use of Pakistani Materials

The following Sub-Clause 19.4 is added:

"The Contractor shall so far as may be consistent with the Contract make the maximum use of materials, supplies and equipment indigenous to or produced in Pakistan and services available in Pakistan or operated in Pakistan provided such materials, supplies, equipment and services shall be of required standard."



Sub-Clause 24.1 Cost of Suspension

At the end of the second paragraph after the word "Contractor" the following is added:

"or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2."

Sub-Clause 24.4 Resumption of Work

First paragraph of Sub-Clause 24.4 is deleted and substituted by the following:

"If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer."

Sub-Clause 25.1 Time for Completion

The text of Sub-Clause 25.1 is deleted and substituted by the following:

"The Works at the place of the project mentioned in the Preamble to Conditions of Contract shall be completed tested and commissioned within the period mentioned in the Preamble to Conditions of Contract."

Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted.

Sub-Clause 26.3 Earlier Completion

- (i) At the end of Sub-Clause 26.3(a) the following text is added and Clause is re-designated as 26.3.

"The extra sum to be paid to the Contractor for Completion of Works prior to the date of Completion established under Sub-Clause 25.1 shall be computed on the basis of the sums mentioned in the Preamble to Conditions of Contract."

- (ii) Sub-Clause 26.3 (b) is deleted.

Sub-Clause 26.4 Rate of Progress

Sub-Clause 26.4 is added:

"If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work



at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.”

Sub-Clause 27.1 Delay in Completion

Sub-Clause 27.1 is deleted and substituted by the following:

“If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Sub-Clause 25.1, or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed by Sub-Clause 25.1, then the Contractor shall pay to the Employer the relevant sum stated herein below as liquidated damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated herein below.

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations & liabilities under the Contract.”

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.

Sub-Clause 28.7 Consequences of Failure to Pass Tests on Completion

The words “by arbitration” appearing at the end of the Sub-Clause 28.7(c) are deleted and substituted by the words “by the Engineer”.

Sub-Clause 30.4 Extension of Defects Liability Period

At the end of 4th paragraph of Sub-Clause, the following is added:

“or a mutually agreed period.”

Sub-Clause 30.5 Failure to Remedy Defects

In first line after the words “reasonable time” the following is added:

“fixed by the Engineer”.

Sub-Clause 30.13 Unfulfilled Obligations

New Sub-Clause 30.13 is added as herein below:

“After the Defects Liability Certificate has been issued, the Contractor and the Employer shall



remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force."

Sub-Clause 31.1 Engineer's Right to Vary

The following is added at the end of second paragraph:

"No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 31. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor."

Sub-Clause 31.5 Record of Costs

The word "Engineer" in 4th line of Sub-Clause is deleted and substituted by "Engineer/Employer".

Sub-Clause 31.6 Daywork under Variation Order

Delete the Sub Clause in its entirety.

Sub-Clause 31.7 Value Engineering

New Sub-Clause 31.7 is added as given below:

The Contractor may, at any time, submit to the Engineer a written proposal which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Employer of the completed Works or otherwise be of benefit to the Employer. Any such proposal shall be prepared at the cost of the Contractor. However, Employer is not bound to accept such proposal.

The following Sub-Clauses are added:

Sub-Clause 33.1.1 Retention of Payment

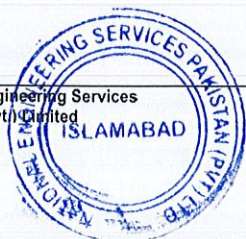
If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed.

Sub-Clause 33.1.2 Payment Where Taking-Over Certificate Issued for Section or part of Works

If any section or part of the Works shall be taken-over separately under Clause 29 (Taking-Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer.

Sub-Clause 33.2 Method of Application

Sub-Clause 33.2 is deleted and substituted by the following:



The Contractor shall submit to the Engineer six copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 33.3, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled. Following schedule of payment shall be applicable:

- i) 15% (fifteen percent) of the Contract Price shall be paid as advance against unconditional and irrevocable Bank Guarantee from Scheduled bank in Pakistan, after the Contractor has obtained necessary approval of equipment and materials from the Engineer.
- ii) 50% (fifty percent) of the Contract Price shall be paid as advance against unconditional and irrevocable Bank Guarantee from a Scheduled bank in Pakistan on submission of a copy of negotiable shipping documents and bill of lading.
- iii) 10% (ten percent) of the Contract Price shall be paid on delivery of equipment / material at site and issuance of inspection certificates and approval by the Engineer. The Bank Guarantee provided by the Contractor at (ii) above would also be released.
- iv) 15% (fifteen percent) of the Contract Price shall be paid on completion of installation to the satisfaction of the Engineer.
- v) 10% (ten percent) of the Contract Price shall be paid on completion of testing and commissioning of the equipment and system and issuance of taking over certificate by the Engineer.
- vi) The above payments are subject to 5% (Five percent) retention money.

The Bank Guarantee provided by the Contractor against payment made at (i) above will be released on issuance of taking over certificate by the Engineer.

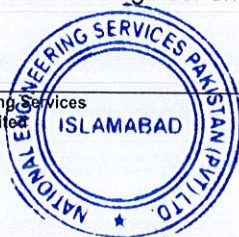
Sub-Clause 33.3 Issue of Certificate of Payment

Sub-Clause 33.3 is deleted and substituted by the following:

The Engineer shall, within 14 days of receiving such statement, certify to the Employer the amount of payment to the Contractor, which he considers due and payable in respect thereof, subject:

- (a) firstly, to the retention of the amount calculated by applying the Percentage of Retention stated hereinafter, to the amount to which the Contractor is entitled under Sub-Clause 33.2 until the amount so retained reaches the Limit of Retention Money stated in the Preamble to Conditions of Contract,
- (b) secondly, to the deduction, other than pursuant to Clause 27, of any sums which may have become due and payable by the Contractor to the Employer, and
- (c) thirdly, to the deduction of Advance Income Tax in accordance with Income Tax Ordinance 2000 or amendments enacted by the Government of Pakistan from time to time.

Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if



the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Certificates stated in the Preamble to Conditions of Contract.

Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Employer.

Sub-Clause 33.4 Corrections to Certificates of Payment

Add following at the end:

"and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any interim certificate."

Sub-Clause 33.5 Payment

Sub-Clause 33.5 is deleted and substituted by the following:

"The amount due to the Contractor under any Certificate of Payment issued by the Engineer pursuant to this Clause, or to any other term of the Contract shall, subject to Clause 27, be paid by the Employer to the Contractor within a period mentioned in the Preamble to Conditions of Contract after such Certificate of Payment has been delivered to the Employer, or in the case of the Final Certificate of Payment referred to in Sub-Clause 33.10 within a period mentioned in the Preamble to Conditions of Contract after such Final Certificate of Payment has been delivered to the Employer.

Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law."

Sub-Clause 33.6 Delayed Payment

The text of Sub-Clause 33.6 is deleted and substituted by the following:

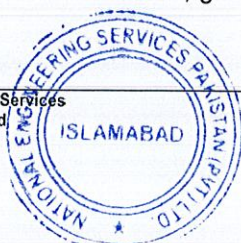
"In the event of failure of the Employer to make payment, within the times stated in Sub-Clause 33.5, due to circumstances beyond his control, the Employer shall not pay to the Contractor any interest or compensation of any sort."

Sub-Clause 33.8 Payment by Measurement

The text of Sub-Clause 33.8 is deleted and substituted by the following:

The work shall be measured for the units mentioned in the Schedule of Prices according to the Contract as determined by the Engineer from approved drawings, Specifications and Contract Documents. The works shall be measured net, notwithstanding any general or local custom, where otherwise provided for in the Contract.

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with relevant clause. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorized agent, who



shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, within 10 days of receipt of such notice from the Engineer, the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, if, after examination of such records and drawings, the Engineer does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Engineer, within 14 days of such examination, lodges with the Contractor notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Contractor shall review the records and drawings and either conform or vary them.

Sub-Clause 33.9 Application for Final Certificate of Payment

Add word "draft" before "application" in the first line of Sub-Clause. The word "28 days" in second line of Sub-Clause is deleted and substituted by "56 days".

Add following at the end of Sub-Clause:

If the Engineer disagrees with or cannot verify any part of the draft final application, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final application as agreed (for the purposes of these Conditions referred to as the "Final Statement"). Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause 33.10 has been made and the performance security referred to in Sub-Clause 10.1 if any, has been returned to the Contractor.

Sub-Clause 33.10 Issue of Final Certificate of Payment

Add following at the end of Sub-Clause:

"Such Final Certificate shall state:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause 33.10, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

Before release of the final payment by the Employer, the Contractor shall furnish a certificate

issued by the Excise and Taxation Department to the effect that the Professional Tax as required by the law has been paid by him to the Provincial Government."

The following Sub-Clauses are added:

Sub-Clause 33.12 Withholding of Payment

If the Works or any part thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) defective work not rectified
- (b) guarantees not met
- (c) claims filed against the Contractor
- (d) failure of the Contractor to make payments due for Plant procured or labour employed by him.
- (e) damage to any other contractor employed by the Employer.
- (f) Contractor's non-compliance with the Contract
- (g) any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts."

Sub-Clause 33.13 Retention Money

The Employer shall be entitled to retain five per cent (5%) from each payment made by it to the Contractor under the Agreement. The sums so retained (or the balance thereof, if any, after any deductions as the Employer may make) (the "Retention") shall be released as under:

- (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.
- (b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Works pursuant to Clause 29, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work ordered, during the Defects Liability Period in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.



Sub-Clause 33.14 Statement at Completion

Not later than eighty-four (84) days after the issue to the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer,

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate
- (b) any further sums which the Contractor considers to be due and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract. The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 33.3.

Sub-Clause 33.15 Cession of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 33.14.

Sub-Clause 33.16 Not Responsibility of the Engineer

Nothing in the Contract shall place any responsibility on the Engineer for any payments to the Contractor for or with regard to the Works or in respect to his fulfillment of any other obligation under the Contract.

Sub-Clause 35.1 Payment in Foreign Currencies

Delete Sub-Clause 35.1 in its entirety.

Sub-Clause 35.2 Currency Restrictions

The text of Sub-Clause 35.2 is deleted and substituted by the following:

"Any required foreign currency transactions shall be met by the Contractor at his cost from his own resources."

Sub-Clause 35.3 Rates of Exchange

Delete Sub-Clause 35.3 in its entirety.

Sub-Clause 36.4 Payment against Provisional Sums

Sub-Clause 36.4 is deleted and substituted by the following:

"Provisional Sum if any will be expended on the direction of the Engineer through Variation Orders which would be valued in accordance with the provisions of Clause 31 Conditions of



Contract.”

Sub-Clause 37.2 Employer's Risks

The text of Sub-Clause 37.2 is deleted and substituted by the following:

“The Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radio-active toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors
- (f) use or occupation of the Work or any part thereof by the Employer
- (g) fault, error, defect or omission in the design of any part of the Works by the Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design
- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract
- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.”

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

The words “by arbitration under Clause 50” are deleted and substituted by the words “by the Engineer”.



Sub-Clause 39.4 Duty to Minimize Delay

New Sub-Clause 39.4 is added as given below:

Each Party shall at all times use all reasonable endeavors to minimize any delay in the Performance of the Contract as a result of Risks.

The Contractor shall give notice to the Employer and vice versa the Employer shall give notice to the Contractor in case of foreseeable delay by the Risks.

Sub-Clause 40.2 Employer's Liability

The text of Sub-Clause 40.2 from the words "or of death or personal injury" to the end of the Sub-Clause, is deleted and substituted by the following:

"..... (other than the Works) or of death or personal injury to the extent caused by any of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise."

Sub-Clause 42.2 Maximum Liability

The words "the sum stated in the Preamble to Conditions of Contract or if no such sum is stated" appearing in 2nd line of Sub-Clause are deleted.

Sub-Clause 42.6 Foreseen Damage

Sub-Clause 42.6 is deleted in its entirety.

Sub-Clause 43.1 The Works (Insurance)

Add the words "from any approved insurance company" after "insure the Works" in first line of Sub-Clause.

Add the following at the end,

All Risk Property Insurance:

All risks including fire, flood, storm and earthquake.

Scope of Coverage: The works, during the entire duration of the Contract including the defects liability period, and all permanent, temporary and consumable materials related to the works, which are in storage, in transit or at site of the works. The minimum limit of insurance will be the sum of the Contract price plus fifteen percent (15%).

Sub-Clause 43.2 Contractor's Equipment

Sub-Clause 43.2 is deleted and substituted by the following:

"The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks."

Add the following at the end,



All Risk Contractor's Plant Insurance:

Scope of Coverage: All Construction/installation and any other plant used by the Contractor for the works.

Automobile liability Insurance.

Risk insured: Bodily injury, death, property damage and theft

Scope of Coverage: All licensed vehicles owned, hired operated or licensed by the Contractor.

Sub-Clause 43.3 Third Party Liability

Add the following at the end,

Risk Insured: Bodily injury, death and property damage.

Scope of Coverage: Contractual liability, tortuous liability, premises and operations liability, Contractor's contingent liability with respect to Sub Contractor's operations.

Sub-Clause 43.7 Remedies on the Contractor's Failure to Insure

In 3rd line after the word, "purpose", the expressions- "and reasonable costs including the man-hours costs of Employer's Personnel" are added.

Sub-Clause 43.9 Currency of Insurance

New Sub-Clause 43.9 is added as given below:

"All policies of Insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the Works."

Sub-Clause 43.10 Contractor to Notify

New Sub-Clause 43.10 is added as given below:

"It shall be the responsibility of the Contractor to notify the insurance company of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract."

Sub-Clause 43.11 Procurement of Insurance Policies

New Sub-Clause 43.11 is added as given below:

"The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days from the date of receipt of Letter of Acceptance from the Employer."

Sub-Clause 43.12 General Requirement of Insurance

New Sub-Clause 43.12 is added as given below:



"Notwithstanding the responsibilities of the Contractor for indemnities and insurance as described in General Conditions of Contract, the Contractor before commencing work on Site, must discuss fully with the Engineer and the Employer the insurance coverage provided under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to reduce, as far as practicable, duplication of coverage. Should any areas of omission be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to give such insurance coverage will be paid by the Contractor. Such policies shall be obtained by the Contractor with consent of the Employer.

The Contractor shall be responsible for deductibles and losses/ damages not covered by insurances other than the excepted risks.

The insurance losses shall not affect the Employer's or the Contractor's rights and obligations under the Contract.

The Contractor shall be responsible for compliance by his sub-contractors of insurances specified in these Clauses. Before each sub-contractor starts work, the Contractor shall provide the Employer proof that the sub-contractor(s) are covered by insurances specified herein for the Contractor.

All policies shall state that:

- i) The Employer shall receive at least 30 days written notice of intended Cancellation or change affecting coverage.
- ii) The Contractor is fully protected so as to provide full indemnity to Employer in respect of liability against losses or damages assumed by the Contractor under the Contract.
- iii) The inclusion of more than one insured shall not affect the rights of any other insured.
- iv) If a loss occurs the Contractor, the Employer and the Engineer shall be paid in relation of their share of the loss.
- v) The insurer has not subrogation rights against any person, corporation or organization including directors, officers, employees, servants agents thereof which:
 - is an insured under the policy or
 - is controlled by, owned by or associated with an insured, or
 - is a sub-contractor on the works, or has, before or a loss occurs, been released from liability by an insured

Hold harmless provisions: The Employer, the Engineer and the Contractor shall be indemnified against all losses.

Employer use or occupancy: If the Employer uses or occupies all or part of the works during the life of the insurance policy, the Contractor shall ensure that the policy continues in full force and the Employer shall pay any resulting extra cost of insurance.

Loss Procedure: If a loss occurs the Contractor shall, on behalf of the Employer and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer,



when agreement is reached the Contractor shall repair all damages and the Employer shall pay him in accordance with the Engineer's Certificates for that part of the repairs which is the Employer's responsibility.

If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss, which is the Contractor's responsibility.

The provisions of this clause shall be applicable to other insurance covered by Clause 43.1, 43.2, 43.3 and 43.4 of General Conditions of Contract.

Sub-Clause 43.13 Automobile Liability Insurance

New Sub-Clause 43.12 is added as given below:

"The Contractor shall also provide automobile liability insurance of all licensed vehicles owned, hired and operated by the Contractor and the risk insured shall be bodily injury, death of person and property damage or loss."

Sub-Clause 44.6 Damage Caused by Force Majeure

At the end of the Sub-Clause 44.6 the following is added:

"However, the Contractor shall put up his claim to the Employer / Engineer with full details and justification."

Sub-Clause 44.8 Payment on Termination for Force Majeure

Text in sub-para (c) is deleted and para (d) and (e) are re-numbered as (c) and (d).

Sub-Clause 44.10 Force Majeure Affecting Engineer's Duties

Sub-Clause 44.10 is deleted in its entirety.

Sub-Clause 45.2 Contractor's Default

The following paragraph is added at the end of Sub-Clause 45.2.

"The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper, and the Employer shall pay the Contractor a reasonable compensation for such use".

Sub-Clause 45.6 is added as follows:

"Sub-Clause 45.6 Bribes

If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to the Contract with the Engineer/Employer, or



- (b) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or to any other contract with the Engineer/Employer.

then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contract and expel him from the Site, and the provision of this Clause shall apply as if such termination and expulsion had been made under Sub-Clause 45.2."

Sub-Clause 46.1 Employer's Default

The comma and the word "or" at the end of paragraph (d) of Sub-Clause 46.1 are deleted and substituted by period (.) Paragraph (e) of Sub-Clause 46.1 is deleted.

Sub-Clause 46.3 Payment on Termination for Employer's Default

The words "including loss of profit" in the second paragraph of Sub-Clause 46.3 are deleted.

Sub-Clause 47.1 Labour, Materials and Transport

The Price Adjustment due to any escalation in prices of labour, material & transport etc is not allowed.

Sub-Clause 47.2 Statutory and Other Regulations

Add following at the end.

"All customs duties, taxes and other levies payable by the Contractor at the time of customs clearance in respect of plant and material to be incorporated in the Permanent Works and imported for the purpose of the Contract subsequent to the date seven (7) days prior to the deadline for submission of Tenders and paid by the Contractor shall be subject to adjustment for payment to or deduction from the Contractor of the difference between the sums actually paid as a result of subsequent additions or changes to any National or State Statute Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority and the amounts which would have been otherwise payable in accordance with the conditions prevailing on the date seven (7) days prior to the deadline for submission of Tenders. No other duties, taxes, levies etc. shall be reimbursed and the cost thereof shall be deemed to be included in the rates and prices entered in the Bill of Quantities.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited as the same shall be deemed to have been already taken into account in the reference prices to the Price Adjustment Formula in accordance with the provisions of Clause 47."

Sub-Clause 48.1 Customs and Import Duties

Delete the text of this Sub-Clause and replace with following:

"For the purpose of this sub-clause, the payment of customs and import duties in respect of importation of any items of the Works shall be the responsibility of the Contractor."



The Sub-Clause 48.3 is added:

Sub-Clause 48.3 Port Charges and Port Congestion

The Contractor shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Prices.

Sub-Clause 49.1 Notice to Contractor

The following is added at the end of Sub-Clause 49.1:

“For the purposes of Sub-Clause 49.1 the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.”

Sub-Clause 50 Disputes & Arbitration

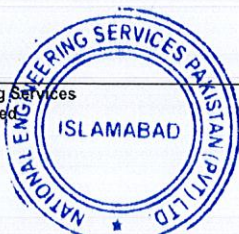
Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted:

“50.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

50.2 If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence



arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

50.3 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

50.4 Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 50.1 and
- (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3

shall be finally settled, unless otherwise specified in the Contract, under the Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

50.5 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference."

The following Sub-Clauses are added:

Sub Clause 52.1 Payment of Income Tax

The Contractor shall be responsible for the payment of income tax, sales tax and all other taxes now or hereinafter leviable on or in relation to his income including the Contractor's income arising out of the Contract and the rates and prices stated in the schedule of prices shall be deemed to cover all such taxes.



Sub-Clause 52.2 Contractor's Employees' Income Tax

The Contractor is responsible to ensure that his employees pay income tax or any other levies applicable under the laws of the government of Pakistan or of the Provincial Governments.

Sub-Clause 52.3 Cost inclusive of duties and taxes

The rates and prices stated in the schedule of prices shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per provisions of the Conditions of Contract.

Sub-Clause 52.4 Income tax provision in sub-contracts

Provisions to the like effect as those contained in this Clause shall be incorporated by the Contractor in all Sub-contracts.

Sub-Clause 53 Elimination of Corruption

The Contractor and/or any of his sub-contractor shall submit within fifteen (15) days of the signing of the Contract a certificate to the effect that no extra payment or commission over and above the contract price has been/shall be paid to any person of Employer or any other officer of Govt. of Pakistan, involved in the processing or documentation of this contract, in any manner. Similar certificate shall also be submitted on completion of the contract before payment of final bill under the Contract. Employer reserves the right to cancel the contract and/or stop further payment(s), in case of failure of the Contractor or his sub-contractor to give such certificates.

Sub-Clause 54 Precaution for Pollution

Precaution measures and facilities shall be provided by the Contractor at his own cost in carrying out the Work including dumping and disposal of spoils in river and other areas, in the manner approved by the Engineer to prevent environmental pollution.

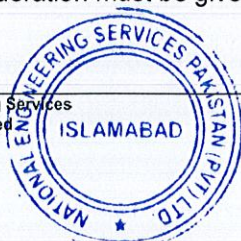
Sub-Clause 55 Coordination of Work at Site

The Contractor shall take cognizance that during the execution of the project. Other Contractors will be working concurrently on this site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractors or their workmen or any other employees, who execute or supervise any work on the Site.

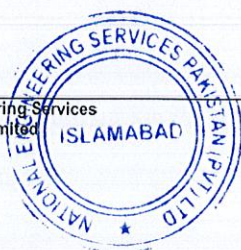
The Contractor shall ensure that the necessary safety precautions will be observed and interference shall be avoided especially for the works executed side-by-side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other



contractors for the execution of their works. With a view to coordinate the work, the Employer's Representative may from time to time direct the order of the work to be carried out.

Allowances for coordination of work at site shall be made in his prices & programming.



STANDARD FORMS



STANDRAD FORMS

TABLE OF CONTENTS

No.	Description	Page No.
BS	Form of Bid Security	BS-1 & 2
PS	Form of Performance Security	PS-1 & 2
CA	Form of Contract Agreement	CA-1 & 2
MG	Form of Advance Payment	AP-1



**FORM OF BID SECURITY
(BANK GUARANTEE)**

Security Executed on

(Date)

Expiry on

(Date)

Name of Surety with Address:

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security PKR. _____ (Pak. Rs. _____)

Bid Reference No:

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, 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 Bidder has submitted the accompanying Bid dated _____ for _____ to the said Employer; and
(Particulars of Bid)

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:
- (2) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of Bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (3) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (4) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instructions to Bidders for the successful Bidder's failure to perform.



NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within seven (7) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall decide, whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)
(Seal)



**FORM OF PERFORMANCE SECURITY
(BANK GUARANTEE)**

Guarantee / Bond No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor 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 Clause 11, 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 decide, 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

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

WITNESS

1. _____

Corporate Secretary (Seal)
2. _____
(Name, Title & Address)
(Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month), 20____ between _____ (hereafter called the "Employer" which expression shall include the successors, legal representatives and permitted assignees) of the one part and _____ (hereafter called the "Contractor" which expression shall include the successors, legal representatives and permitted assignees) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The Letters of Bid (i.e., Letter of Technical Bid and Letter of Price Bid);
 - (d) The Particular Conditions Part A - Contract Data;
 - (e) The Particular Conditions Part B - Special Provisions;
 - (f) The General Conditions;
 - (g) The Specifications Part A - Specific Provisions;
 - (h) The Specifications Part B - Technical Provisions;
 - (i) The Drawings;
 - (j) The Completed Schedules to Bid including Schedule of Prices;
 - (k) the JV Undertaking (if the Contractor is a JV); and
 - (l) The Addenda Nos. _____ dated _____ issued by the Employer/ Engineer;
 - (m) Performance Security (Bank Guarantee - Unconditional);
 - (n) The Mobilization Advance Guarantee (Bank Guarantee)

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming the Contract".

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

**For and on behalf of
Contractor**

**For and on behalf of
Employer**

Signature (with Seal): _____

Signature (with Seal): _____

Name :- _____

Name :- _____

Title :- _____

Title :- _____

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Signature: _____

Signature: _____

Name :- _____

Name :- _____

Title :- _____

Title :- _____

Address :- _____

Address :- _____



**FORM OF ADVANCE PAYMENT
(BANK GUARANTEE)**

Guarantee No. _____ Date _____ WHEREAS _____
(hereinafter called the 'Employer') has entered into a Contract for _____ (*Particulars of*
Contract) _____ with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request,
an amount of Rupees _____ (*in words*) (Rs. _____ (*in figures*)) which amount
shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the
mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (*Scheduled Bank in Pakistan acceptable to the Employer*) (hereinafter
called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing
to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for
the purpose of above-mentioned Contract and if he fails and commits default in fulfilment of any of his
obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for
payment not exceeding the aforementioned amount.

Notice in writing of any default, on the part of the Contractor, of which the Employer at his discretion of
making decision, shall be given by the Employer to the Guarantor, and on such first written demand,
payment shall be made by the Guarantor of all sums then due under this Guarantee without any
reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the
Interim Payment Certificates of the Contractor or until _____ (*Date*) _____ whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees
_____ (*in words*) (Rs. _____ (*in figures*)).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the
aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from
Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid
period of validity shall be deemed to be extended if on the above-mentioned date, the advance
payment is not fully adjusted.

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

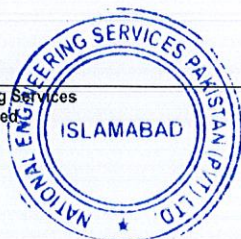
Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)



SPECIFICATIONS SPECIAL PROVISIONS



SPECIFICATIONS - SPECIAL PROVISIONS

TABLE OF CONTENTS

No.	Description	Page No.
1.	Scope of Work	SP-1
2.	Codes and Standards	SP-1
3.	Origin of Supply and Qualification Requirement	SP-2
4.	Quality Standard	SP-2
5.	Product Handling and Storage	SP-2
6.	Inspection and Control	SP-3
7.	Drawings and Submittals	SP-4
8.	Quality Assurance	SP-6
9.	Operation and Maintenance	SP-6
10.	Tools and Instruments for Servicing and Maintenance	SP-7
11.	Painting and Finishes	SP-9
12.	Testing and Commissioning	SP-9
13.	Test Certificates and Reports	SP-10
14.	Training	SP-10
15.	Manufacturer Warrantee	SP-10
16.	Measurement and Payment	SP-11



1. SCOPE OF WORK

The scope of work given in relevant sections of equipment shall include but not necessarily be limited to the following:

- Design, preparation of all relevant installation / erection drawings, obtaining government and/or Employer' required approvals and/or certificates, fabrication, installation, testing, commissioning, and maintenance thereafter for the stipulated period of equipment including training of Employer's staff.
- All wiring and controls including necessary material and accessories beyond the power supply point provided at the load break switch near the equipment.
- All other miscellaneous equipment and/or work required to render the equipment ready for continuous, safe and efficient operation.
- Cutting, patching and repairing of damaged civil works required during installation of equipment.
- Inspection of already constructed related civil works immediately after award of work and confirmation of its suitability for the equipment.
- Maintenance (i.e. periodic servicing of equipment including greasing, oiling, cleaning etc. of parts as recommended by the manufacturer) and remedy of defects or damages during defects liability period.
- Regular daily operation (10 hours / day, 6 days / week and 300 days / year) under full time resident operating staff comprising two (02-Nos.) trained experienced operators-cum-technicians.
- Provide all required installation, operation and maintenance manuals, spares lists, drawings and diagrams, inspection test certificates and submission of misc. requisite documentation.
- Providing training to Employer's Staff at site regarding operation and maintenance of the equipment.

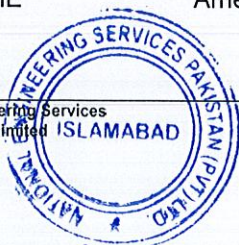
2. CODES AND STANDARDS

All equipment & materials under this works shall be furnished in conformity with latest edition of applicable standards of ASME, BS, AWS, NFPA, ASTM, NEMA, IEEE, etc. and applicable Government and Local Codes governing the same. In case of conflict, the stricture requirements shown/specified shall govern. All equipment shall be rated and tested as per relevant standard (latest edition).

Where possible, the same codes and standards shall be used throughout a particular facility. However, the final decision on with codes and standards shall be applied shall remain with the Engineer.

Abbreviation for codes and standards referred in the contract are as under:

- ASME American Society of Mechanical Engineers, USA



- BS/EN British Standards / European Norms
- AWS American Welding Society
- NFPA National Fire Protection Association
- ASTM American Society for Testing and Materials, USA
- ANSI American National Standards Institute, USA
- NEMA National Electrical Manufacturer's Association
- IEE Institute of Electrical Engineers, London
- AISC American Institute of Steel Construction
- ICC International Building Code
- Building Code of Pakistan

3. ORIGIN OF SUPPLY AND PREQUALIFICATION REQUIREMENT

Complete equipment, to be supplied under the Contract, shall be of imported origin and can be provided by any one of the following manufacturers or approved equivalent subject to meeting the qualification and specification requirement (indoor type models fully complied and certified with latest EN 81 Standards only):

- SCHINDLER (China)
- OTIS (China)
- KONE (China)
- THYSEN KRUPP (China)
- SHANGHAI MITSUBISHI (China)

All major lift components shall be manufactured in the Lift Manufacturer's own manufacturing plants, such as complete hoisting unit including electric motor, controller, car, etc. However, components like pit screen, access ladder, trap door, separation beams & support brackets may be of local origin.

Lift shall be quoted only from Constructors / Authorized Agents of Manufacturer in Pakistan. Any approved equal brand shall minimum comply the qualification criteria given in Volume-I.

4. QUALITY STANDARD

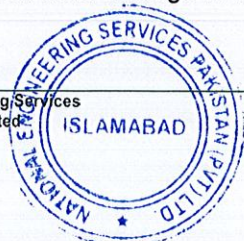
To guarantee a high-quality standard in the field of designing, fabricating, installing and maintaining the said equipment, only manufacturers with a proven record of having completed successfully similar projects for at least fifteen (15) years will be considered in the Bid Evaluation. To verify the manufacturer's experience, a reference list with completed projects should, therefore, accompany the Bidding Documents.

5. PRODUCT HANDLING AND STORAGE

It will be Contractor's entire responsibility to ensure that all necessary precautions are taken during transportation to avoid damage to any of the equipment.

The Contractor must arrange with the supplier of mechanical equipment, well in advance, that there is sufficient clear and load bearing passage at the site to be used for shipping the equipment to the installation place. The Contractor shall also liaise with the equipment supplier with regard to adequate openings and lifting points.

The Contractor shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit or loss from repeated handlings and withstand extremes



of climate during transport and storage at site. Packings shall be non-returnable.

The Contractor shall carry out port clearance, arrange inland transportation and deliver at site the lift machinery/equipment in their original packages and bundles bearing identification tags. A dry and protected area, close to work site, will be assigned to the Contractor for storage of his materials and tools. The Contractor shall store the equipment at his own cost and arrange guards to ensure safety of equipment.

6. INSPECTION AND CONTROL

6.1 General

The Contractor shall ensure that the manufacturer continuously conducts his own thorough inspections of all equipment during manufacturing and installation.

The Engineer shall have the power at any time to inspect, examine and test any part of the works, or any materials or plant intended to be used in the works, either on the site or at any factory or workshop where such parts, materials or plant are being constructed, manufactured or from which they are being obtained.

6.2 Pre-Shipment Third Party Inspection at Manufacturer's Premises

All equipment to be supplied under this Contract shall be subject to inspection and testing by a well-known and pre-approved third party (TUV, Moody, SGS, Lift Institute etc.) at its point of original manufacture or final shop assembly before its packing & dispatch to site. The Contractor shall make necessary arrangements and provide all the facilities required for conducting such inspection at Contractor's cost.

The Contractor shall submit tests procedures for approval of Engineer well in advance to the set date of third-party inspection. The Contractor shall give at least one (01) weeks' notice to the Employer/Engineer for such inspections/tests/approval.

In case of absence of such inspection for any reason, the Employer reserves the right to deduct suitable amount from Contractor's payment on pro-rata basis / as per actual prevailing market rates and all responsibility to cover any discrepancies (if found) shall be responsibility of the Contractor.

6.3 Inspection at Site Works

All equipment / materials supplied by the Contractor shall be inspected by the Engineer after delivery of the same at site to assess any damage or short of quantities and any other requirements of the specifications. The Engineer will issue an inspection certificate if the supplied items of equipment and material are found to be satisfactory.

The Engineer shall inspect the works in progress as and when considered necessary by the Engineer and the Contractor shall provide full access and assistance to the Engineer for carrying out inspection to verify the conformity of works as shown on Drawings and as specified. Such inspection if made shall not relieve the Contractor from any obligations under the Contract.



6.4 Damages, During Transportation, Storage & Installation

The Contractor shall be responsible for any damage of the Equipment/material during transportation to site (if applicable), storage and installation until satisfactory handing over the works to the Employer. The Contractor shall replace any damaged equipment/materials at his own cost.

7. DRAWINGS AND SUBMITTALS

In general, the following submittals are required for the works covered under this section. However, the final decision with regard to what should be submitted, to what extent and at which time of the contract period shall remain entirely with the Engineer.

7.1 Technical Data Sheets / Technical Submittal

All Bidders are required to submit with their Bid submission the completed Data Sheets along with a comprehensive range of technical literature of the proposed equipment including make, origin of supply, resourcing info for outsourced components, drawings and brochures/catalogues to show that their equipment is of a standard make and complies with the laid down specifications.

All Bidders are required to adopt great care when filling in the characteristic data of their equipment. The data sheets will be used for evaluating the Bid and will subsequently form part of the contract documents. Failing to submit the completed data sheets and the technical literature may result in the rejection of the Bid.

Technical Submittal shall comprise of the following at the minimum:

- (a) Data Sheet as per Specifications
- (b) Catalogues / Brochures
- (c) Compliance Statement for Technical Provisions (para-wise)
- (d) Outline Drawings
- (e) Structural Drawings from Manufacturer
- (f) Installation Drawings from Manufacturer
- (g) Full EN 81 Compliance Statement from Manufacturer
- (h) Warranty Statement from Manufacturer

7.2 Outline Drawings

The Contractor must submit with his Bid submission outline drawings showing the arrangement of the equipment and the relevant electrical installations offered by him.

The drawings must be prepared keeping the dimensions shown on the architectural and mechanical drawings in mind.

The Out-line drawings will constitute part of the Bid evaluation.

7.3 Design Drawings/Shop Drawings

The successful Bidder shall submit Design Drawings/Shop Drawings within fourteen (14) days from acceptance of Bid to the Engineer for approval.



The drawings must show in reasonable detail installation and design features such as:

- i. Final arrangement of equipment keeping in view the dimensions provided in architectural drawings and civil construction for the Equipment.
- ii. Maximum dynamic and static loads imposed on building structures
- iii. Dimensions and locations of all services, openings in floors and walls, location of embedded parts and location of required electrical connection.
- iv. The Contractor shall review the civil construction drawings related to the equipment and identify any shortcomings/rectifications essentially required for equipment installation prior to construction of civil works.
- v. Wiring and control logic diagrams.
- vi. All other relevant information required by the Engineer.

Approval given by the Engineer is to be understood as an approval to proceed with the works. The approval does not in any way release the Contractor from his contractual obligation to supply, install and maintain the equipment supplied by him as laid down in the specifications.

7.4 As-Installed Drawings

Such drawings, diagrams and schedules as will, in the opinion of the Engineer, provide an adequate record of the work "as-installed" shall be submitted to the Engineer for approval before the issuance of Taking Over Certificate.

The drawings shall include particulars of all items of equipment, including wiring diagrams, etc. As-installed drawings shall be submitted to the Engineer at least twenty-eight (28) days before issue of Taking Over Certificate.

The size of the as-installed drawings shall be of size A1 (minimum). Every item and dimensions in drawings must be legible. Soft copy of drawings shall also be provided.

7.5 Installation, Operating and Maintenance Manuals

Two (02) sets of installation manual for the equipment shall be supplied by the Contractor prior to commencement of installation of equipment.

At least twenty-eight (28) days prior to the scheduled date of practical completion, the contractor shall supply a complete set of operating and maintenance manuals to the Engineer for approval. Once approved, the Contractor shall proceed to prepare and hand to the Engineer four sets of the approved operating and maintenance manuals.

The manuals shall be neatly bound and provided with a suitably captioned hard cover. The contents shall be generally arranged in the following manner unless otherwise specified/required.



- Index
- General description of the complete facility.
- Operating Instructions of the complete facility.
- Fault detection and removal instruction during operation.
- Emergency directions of the complete facility.
- Safety control adjustment and settings of all safety protection equipment.
- List of equipment giving manufacturer's and agents' name, and name plate data together with all data sheets published by the equipment manufacturer.
- Dismantling, installation, operating and maintenance instructions for each item of equipment (including lubricating charts).
- Proforma for Operational Log of equipment as per manufacturer recommendation or Engineer's approval.
- List of spare parts for each item of equipment as recommended by the manufacturer for at least five (05) years operation.
- List of essential tools recommended by the manufacturer for operation and maintenance.
- As-installed drawings.

All above submission shall be signed and stamped by the Contractor prior to submission and all submission shall be in English. The approval by the Engineer of the above submission shall not be held to relieve the Contractor of any part of his responsibility to meet all of the requirements of this Contract.

8. QUALITY ASSURANCE

The Contractor shall submit with this Bid a written assurance that the materials and workmanship of the equipment installed will be according to recognized international standards and will conform to all contractual requirements of the specifications.

9. OPERATION AND MAINTENANCE

9.1 Maintenance During Defects Liability Period

The Contractor shall include the maintenance and guarantees of the whole of the Contract Works as laid down in the General and Special Conditions. During this term, the Contractor shall remedy and/or replace all defective parts or items and correct any omissions certified by the Engineer.

The Contractor will also be held liable for any costs of dismantling or re-erection which may have to be undertaken in order to replace defective parts.



Continuous service shall be provided on a routine daily basis for 10-hours/day, 6-days/week and 300-days/year. If overtime operations are requested then its rate will be Rs. 100/hour. Services shall be performed by skilled personnel (operator-cum-technician) under the supervision of experienced supervisors.

The Operation and Maintenance shall include continuous operation, provision of spare parts by the Contractor during defects liability period, inspection of all equipment, lubrication of all bearings, supply of all consumables, supply of necessary oil & grease, supply of cotton waste, running adjustments and keeping the installation and equipment in a clean condition unless otherwise specified/required by the Engineer.

9.2 Register Of Service and Maintenance

The Contractor shall provide a register of service and maintenance for the installation. Where such requirements are specially required by any regulation of authorities having relevant jurisdiction over this contract work this shall be complied with strictly.

The Contractor shall also provide and maintain a record of all services, maintenance and repair work carried out in detail. Such record shall be prepared in duplicate and should be in the form of a maintenance/repair sheet with one copy to be retained by the Engineer upon the execution of such services.

All registers and records shall be kept by competent persons in the employment of the Contractor during the period for which he is responsible for maintaining the installation.

9.3 Operation and Maintenance Staff during Defects Liability Period

The Contractor shall provide operator to operate the system continuously (for period of 10 hours / day, 6 days / week and 300 days / year) during the Defects Liability Period. Operating personnel for complete system shall have at least five (05) years' experience in operation and maintenance of similar works. The staff list shall be provided to the Engineer for approval. Two numbers, full time operating staff for regular daily operation (trained experienced operator-cum-technician) are required. The Staff skills and experience shall be as per the approval of the Engineer. The Contractor shall also arrange to provide proper training to the Employer's Staff to operate the system to complete satisfaction of the Employer. All cost incidental to provide operating staff including staff salaries shall be deemed to be included in relevant item of Schedule of Prices. No separate payment shall be made to the Contractor for fulfillment of his obligations under this Clause.

10. TOOLS & INSTRUMENTS FOR TESTING, SERVICING, OPERATION & MAINTENANCE

The Contractor shall supply and deliver to site a complete set of essential tools and other instruments necessary for proper servicing and maintenance of the equipment. Tools shall include special tools and instruments, which are necessary for overhauling and commissioning of the equipment. The tools shall be supplied in the form of complete kits and shall be contained in well-constructed and compartmented tool boxes. The Contractor will not use these tools during installation, testing, commissioning and defect liability period. List of essential tools is as follows:



S. No.	Description	Quantity
1	Flat Spanner Set	1 Set
2	Ring Spanner Set	1 Set
3	Screw Driver Set	1 Set
4	Allen Key Set	1 Set
5	T Socket Spanner Set	1 Set
6	Tester	1 No.
7	Nose Plier	1 No.
8	Plier	1 No.
9	Cutter plier	1 No.
10	Hammer (2 lb.)	1 No.
11	Adjustable Wrench	1 No.
12	Fluke Digital Multimeter	1 No.
13	Hacksaw Frame with Blade	1 No.
14	5 m retractable type metal Measuring Tape	1 No.
15	Head Held LED Torch	1 No.
16	Insulation Tape set (red, yellow, blue, green)	1 No.
17	Grease Gun	1 No.
18	Oiling can for lubrication	1 No.
19	Toolbox	1 No.

10.1 Spare Parts

All following details of spare parts to be valid beyond Defects Liability Period and shall be provided by the Contractor. The prices shall remain valid for two (02) years beyond Defect Liability Period.

(a) Consumables

The Bidder shall provide priced list of recommended spares (with part number and image of the item) for a minimum period of two (2) years of trouble-free operation and maintenance or otherwise as mentioned in the relevant equipment specifications. The list shall contain all consumable items both mechanical and electronic/electrical such as switches, limit switches, locks, bearings, oil seals, floor leveling device, overhaul kits, fast moving spare e.g. fuses, bulbs, bulb covers, gaskets, oil filters and full set of at least two (02) spares for all lamps. etc. The cost of spares shall not be included in the bid price.



(b) Normal Spare Parts

The Bidder shall provide with the Bid a recommended list of spares and components (other than the above consumables), which shall be required to maintain each equipment over a period of two (2) years of operational duties beyond Defects Liability Period or otherwise as mentioned in the relevant equipment specifications. Each item to be separately quoted.

The Bidder shall also confirm in Bid his ability to provide a full range of spare parts and major components for the offered equipment. The Bidder shall provide a guarantee period of at least fifteen (15) years for the serviceability of equipment and supply of spare parts and indicate the same in his Bid.

11. PAINTING & FINISHES

All equipment, machinery, gears, controls, exposed and unexposed steel work shall be thoroughly cleaned, freed from oil, grease and other foreign substances detrimental to good finishing.

Apply approved primer, undercoats and finishing coats on a properly prepared surface in accordance with the paint manufacturer's recommendation and in accordance with recognized international standards.

The type and shade of paints, particularly of the finishing coat shall be subject to the Employer's/Engineer's approval.

Enamel (where required) shall also be applied according to the manufacturer's recommendation. Stainless steel finish shall be No.4 finish or equivalent, unless specified otherwise in the specification. If field touch-ups of abraded and damaged surfaces become necessary, the same type of paint used in the factory shall be employed.

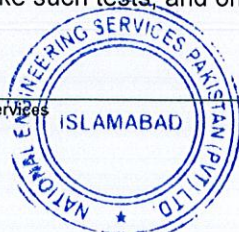
12. TESTING AND COMMISSIONING

On the completion of the Work substantially in accordance with the Contract, the Contractor shall give the Engineer notice in writing thereof and before making the "Testing and Commissioning" shall give the Engineer and the local authority seven days' notice in writing of the date on which he will make the said tests of the work in accordance with relevant codes and in the manner prescribed by the Specification.

Unless otherwise agreed, the Contractor shall commence such tests upon the date and shall carry out the same, in the presence of the Engineer or his authorized representative, whose name shall previously have been communicated in writing to the Contractor and the local authority.

If any portion of the works fails under the tests to fulfill the Contract conditions, the Contractor shall inform the Engineer thereof in writing, and tests of the faulty portions shall, if required by the Engineer be repeated within a reasonable time upon the same terms and conditions.

If the "Testing and Commissioning" is not successfully made by the Contractor within one week after the date fixed by the Contractor for the completion for operational use or for the testing of the works, the Engineer may in writing call upon the Contractor under seven days' notice to make such tests, and on the expiry of such notice such tests shall forthwith be made



by some other agency appointed by the Engineer at the expense of Contractor.

The Contractor shall supply all necessary utilities, labour, apparatus and instruments necessary for the prescribed tests. The accuracy of the Contractor's instruments shall be demonstrated if required.

The Contractor shall make for payment of all or any fees charged by the local authorities for the above.

Each section of the installation will be required to operate within the specified limits of its rating either continuously or intermittently as may be required without failure of any kind for a period of one year after the "Testing and Commissioning" of each section, the date of completion of the above being certified by the Engineer.

The installation will be under the charge of the Contractor during this period, at which time the Contractor shall instruct the Employer's personnel on the maintenance, servicing and troubleshooting of the various plants and system.

13. TEST CERTIFICATES AND REPORTS

The Contractor shall provide copies of all test certificates/reports including the following:

- (i) Test Certificates of critical materials
- (ii) Factory test reports
- (iii) Pre-shipment test report
- (iv) Report of testing & commissioning of equipment

14. TRAINING

On completion of all works, but prior to final taking over, the Contractor shall arrange for free training and instruction to be provided to the client's maintenance staff and operators. This training shall cover all aspects of the operation and maintenance of the plant/equipment and shall ensure that the trainee is provided with at least the necessary fundamentals required for the safe and efficient operation of the plant/equipment in question. The instructor(s) must be competent and experienced personnel, well acquainted with the task of lecturing. The schedule of offered training highlighting the details of syllabus indicating number of hours for training and field instruction subject to be taught and no. of Clients staff strength to be trained shall be enclosed with each Bid so as to allow for an evaluation by the Engineer.

15. MANUFACTURER WARRANTEE

The Contractor shall submit two (02) copies of written warrantee from the Manufacturer under his cover warrantee that the material and workmanship of the equipment installed is according to recognized international standards and conform to all contractual requirements of this specification that he will make good without extra cost any defects not due to ordinary wear and tear or improper use, which may develop within one year from date of the installation being handed over to the Employer.

During the last month of the warrantee period, the Contractor shall demonstrate to the Engineer that all equipment and accessories are operating to the required specifications.

The manufacturer warrantee period shall be one (01) year after final commissioning.

In case if equipment remains out of order for more than ten (10) days or more, warrantee / maintenance period will be extended accordingly.

16. MEASUREMENT AND PAYMENT

No measurement and payment shall be made for the works involved within the scope of this section of specifications unless otherwise specifically stated in the schedule of prices or herein. The cost thereof shall be deemed to have been included in the quoted unit rate price of other items of the schedule of prices.



SPECIFICATIONS TECHNICAL PROVISIONS



SPECIFICATIONS - TECHNICAL PROVISIONS

TABLE OF CONTENTS

<i>Sub Sec. No.</i>	<i>Description</i>	<i>Page No.</i>
1.	General	8530-1
2.	Scope of Work	8530-1
3.	Applicable Codes and Standards	8530-2
4.	Design Requirements	8530-3
5.	Materials and Workmanship	8530-5
6.	Painting	8530-9
7.	Works Description	8530-7
8.	Technical Data	8530-23
9.	Installation	8530-25
10.	Testing and Inspection Requirement	8530-26
11.	Measurement and Payment	8530-26



SECTION - 8530

PASSENGER LIFTS

1. GENERAL

This section shall cover Lifts as indicated on the drawings and specified herein. Any conflicts between the requirements in this specification and the codes, drawings, standards and specifications referred to herein shall be brought immediately to the attention of the Engineer for resolution. The Bidder shall submit technical data sheets, outline drawing and printed technical literature to fully elaborate offered equipment. The Bidder is advised to visit the site to check the available lift shafts, pit depth and machine room etc. to ensure that offered equipment will suit to existing conditions.

2. SCOPE OF WORK

Following Lift Works is required in Academic Block-A of Swari Campus, University of Buner:

- Two (02) Nos. brand new Passenger Lifts, 1000 kg/13 persons capacity serving one basement, ground plus four upper floors.
- All associated Civil (architectural & Structural) and Electrical Works necessary for installation of Lifts in the existing shaft.
- Making good any damage done to the existing Civil Works including but not limited to supply / installation / fixing of matching paint and floor & wall (granite / marble) tiles etc. whichever is applicable as per site conditions and / or as directed by the Engineer.
- All modifications in already constructed / existing Civil and E&M works to install new lifts. Civil and E&M works includes but not limited to:
 - Any core drilling or cutting in slabs, walls, or concrete surfaces required for the proper installation or erection of lifts / equipment shall be carried out as necessary. All associated finishing works shall be completed as per the Engineer's instructions following these modifications.
 - Modification of landing door openings and finishing work after installation of landing doors and architraves / jambs on each floor.
 - Painting works where required in machine room and other areas where rectification work will be done by contractor as per direction of Engineer.
- Supply and installation of two (02-Nos.) Air Conditioner (Split Type) of size 1.5 tons (18,000 BTU) for the shaft including complete Electrical Works.
- Arranging electrical power supply from the Electrical Distribution Board (DB) which has been provided for Lift. Providing related Electrical Works at Lift Control Panel on last floor and cables for Lift Power Supply and other electrical accessories required for proper installation of the Lift (Bidder is advised to visit the site to assess the quantum of electrical works required).

The scope of work shall cover design, supply, installation, testing & commissioning of brand new passenger lifts equipment including hoisting machinery, sheaves and girders, controller,



car, ropes, counterweights, supports, brackets and guides for car & counterweights, car & landing doors, door operator, switches & control, safety devices, signals, governor, safety gears, buffers, pit screens, well trimming girders, pit access ladder, trap door and such related accessories complete in all respects as specified herein.

The Contractor shall also furnish all labour, erection equipment, (i.e. winches, scaffolding etc.), erection tools, appurtenances, embedded parts and materials, etc. necessary to supply, install, test & commission the new lifts all in perfect operating condition in accordance with these Specifications and Drawings.

The Contractor shall submit design drawings/shop drawings and builders works drawing for approval of Engineer. The drawings must show final arrangement of equipment, dynamic & static loads imposed on the building, openings, location of embedded parts etc. wiring and control logic diagrams.

The Contractor shall be responsible to make good any damage done to the civil works for erection or other purposes without cost to the Employer.

The Contractor shall also provide and install, from designated electrical power supply point, all required cabling and accessories without cost to the Employer.

The Contractor shall maintain the works during defect liability period. In addition to routine periodic maintenance, the Contractor shall execute all such work of repair, rectification, parts replacement and making good defects occurring during this period.

The Contractor shall also provide training to the staff of Employer regarding operation and maintenance of the equipment.

Prior to substantial completion date, the Contractor shall submit 3 copies of Operating and Maintenance Manuals for each lift to the Employer/Engineer.

3. APPLICABLE CODES AND STANDARDS

The standards and codes applicable to only a portion of the works specified in this section are referred in the relevant clauses of this section. The works shall generally conform to standards & codes (latest additions) listed hereunder:

British Standards Specification (B.S.)

B.S. 5655/ : Safety rules for construction and installation of electric lifts
EN 81 : Parts 20, 50 with Appendices

International Standards (I.S.O)

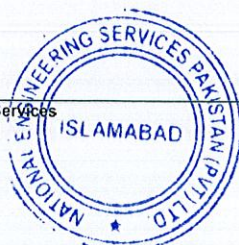
ISO 8100-30 : Lift installation (Class I, II, III & IV lifts).

American Welding Society (AWS)

AWS B 3.0 : Standard Qualification Procedure
D 1.1 : Structural Welding Code

National Electric Manufacturer's Association (NEMA)

NEMA-1CS6 : Enclosures for Industrial Controls and System



National Electric Code (NEC) by NFPA

NFPA.70 : National Electrical Code
ANSI-A 17.1 : American National Standard Institute
"Safety Codes for Elevators & Dumbwaiter"

American Institute of Steel Construction (AISC)

AISC Manual of steel construction

Building Code of Pakistan (Seismic Provisions – 2007)

Chapter 11 – Mechanical & Electrical Systems

International Code Council (ICC)

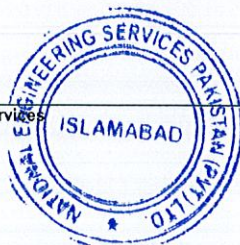
International Building Code (IBC) - Chapter 30_Elevators & Conveying System

Other authoritative codes and standards which ensure equal or higher quality than those referenced may also be acceptable subject to approval of the Engineer.

4. DESIGN REQUIREMENTS

4.1 General

- (a) Lifts shall be designed specifically for the operation, loading and environmental conditions encountered in an educational building and shall have a minimum design life of twenty-five (25) years.
- (b) The final assembly of all the components shall not pose hazardous conditions to the public or maintenance personnel. Surface irregularities, sharp edges, or protrusions in public or maintenance areas shall not be permitted.
- (c) Provide convenient and safe equipment access for inspection, cleaning, maintenance, repair and replacement.
- (d) All gaps and running openings within regulatory tolerances shall be properly closed by the use of appropriate sealant or other approved means installed in accordance with the manufacturer's instructions.
- (e) For parts and equipment subject to wear and requiring periodic replacement, the Contractor shall furnish key and seat, nut, screws or other removeable and replaceable type mechanical fasteners. Such replacements shall not diminish original structural integrity. Use of rivets or similar type fasteners requiring physical deformation during filed positioning will not be permitted.
- (f) The Lift equipment shall be quiet and smooth running and shall not exceed the following maximum noise output levels during all phases of operation:
 - (i) 70dBA measured in the Lift Car
 - (ii) 70dBA measured at the Lift Hoistway Entrances
- (g) Fire Protection: Contractor shall provide non-combustible materials for components including halogen-free cables. All lift equipment including



4.2 Seismic Criteria

- (a) All equipment and supporting structure shall be designed for static, operating and seismic conditions as per relevant building codes and regulatory requirements.
- (b) Seismic design shall be based on the assumptions that structures and equipment will be subject to a maximum horizontal ground acceleration of 0.7g (70 percent of gravity).
- (c) Provide hardware necessary to protect motors, drives and door operator.

4.3 Power

The Lift power shall be 400V AC, three phase, 50 hz.

4.4 Lift Controller

- (a) The Lift Controller shall be a field programmable microprocessor based, simplex selective-collective, automatic operation with open loop, variable voltage frequency control.
- (b) Lifts shall be operated by means of push buttons in the Car numbered to correspond to landings served, by CALL push buttons at terminal landings, and by UP and DOWN push buttons at intermediate landings.
- (c) All options or parameters shall be field programmable without the need for external devices. Programmable settings shall be stored in non-volatile memory.

4.5 Lift Door and Hoistway Door Operation

- (a) Hoistway Doors and Car Doors shall:
 - (i) Open automatically and simultaneously when the car arrives at the destination landing.
 - (ii) Be equipped for readily and independently adjustable door hold open times when car stops for a car or hall call. Main floor door hold times shall be adjustable independently of other floors.
 - (iii) Close after hold open time interval has elapsed and no obstruction has been detected or when the car is called or dispatched to another landing, or when either the car door close button or a car call is pushed.
- (b) Activation of the door close button in the car shall cancel door timer and close the doors provided there is no obstruction.
- (c) All closing times shall be adjustable from five (5) seconds to thirty (30) seconds, without exceeding closing force specified herein.



5. MATERIALS & WORKMANSHIP

5.1 Materials

All materials shall be of the highest grade, free from defects and imperfections, of recent manufacture and unused, and of the classification and grades designated, conforming to the requirements of the latest issue of the appropriate specifications and standards. All materials, supplies, and articles not fabricated by the Manufacturer shall be the products of recognized reputable manufacturers.

5.2 Workmanship

All work shall be performed and completed in a thorough workmanlike manner and shall follow the best modern practice in the manufacture of high-grade machinery, notwithstanding any omissions from the Bid Documents. All work shall be performed by mechanics skilled in their various trades. All parts shall be made accurately to American Standard or other approved gage, where possible, so as to facilitate replacement and repairs. All bolts, nuts, screws, rivets, threads, pipes, gages and gears shall conform to applicable American or other approved standards.

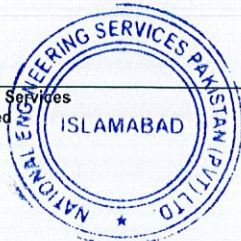
5.3 Structural Metal Work

The fabrication of the Structural Steel shall be performed strictly in accordance with these specifications and shall otherwise conform to the latest revision of the American Institute of Steel Construction "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings".

Surface finish shall conform to ANSI Standard B 64.1 Surface Texture.

The Manufacturer shall be responsible for all errors of fabrication and for the correct fitting of the elements of the equipment.

- Structural Steel shall be thoroughly straightened by methods that will not result in injury.
- Sharp kinks or bends in members will be cause for rejection.
- Completed work shall be free from kinks, sharp bends or winds.
- Shearing shall be accurately done, with neat finish.
- Corners shall be square and true unless otherwise shown on the Drawings.
- Re-entrant cuts shall be made in a workmanlike manner and, where they cannot be made by shearing, a re-entrant punch may be used.
- Re-entrant cuts shall be filleted unless otherwise approved by the Engineer.
- Bends, except for minor details, shall be made with approved dies or bending rolls.
- Where heating is required, precautions shall be taken to avoid overheating the metal, and it shall be allowed to cool in such a manner as not to destroy the original properties of the metal.
- Steel with welds will not be accepted except where welding is definitely specified, called for on the Drawings, or otherwise approved.
- Low-carbon structural steel may be cut by machine-guided or hand-guided torches instead of shears or by saws.
- Flame cutting of material other than low-carbon steel shall be subject to approval and where proposed shall be definitely indicated on detailed drawings submitted



to the Engineer.

- Where a torch is mechanically guided, no chipping or grinding will be required except where necessary to re-move the slag and sharp edges.
- Flame gouging will be permitted in preparation of welding where a torch is hand-guided.
- All cuts shall be chipped, ground or machined to sound levels.

6. PAINTING

6.1 General

All lift equipment including exposed steel work, ferrous metal parts of machine room equipment, gear & controllers, structures, cars, doors, guide rail fixings and other materials in the hoist way (except guide rails) shall be properly prepared, primed, undercoated and then painted in accordance with recognized international standards. The type and shade of paints particularly the finishes shall be subject to the approval of the Engineer.

6.2 Preparation of metal surfaces prior to painting:

Before application of primer, all surfaces shall be made clean and free from rust and grit by means of blast cleaning. Automatic blasting may be used with most of the common abrasives such as shot, chilled iron, cut wire, or proprietary grit abrasives. The surfaces shall be immediately painted after blast cleaning. In the event the surface becomes otherwise contaminated in the interval between cleaning and painting, re-cleaning shall be done before painting.

Surfaces of stainless steel, aluminium, bronze and machined surfaces adjacent to metal work being cleaned or painted shall be protected by effective masking or other suitable means, during the cleaning and painting operations.

6.3 Application of Paints:

All paints shall be in a thoroughly mixed condition at the time of application. All work shall be done in a workmanlike manner, leaving the finished surface free from drips, ridges, waves, laps and brush marks. All paints shall be applied under dry and dust free conditions. Unless approved by the Engineer paint shall not be applied when the temperature of the metal or the surrounding air is below 45 °F. Surfaces shall be free from moisture at the time of painting.

The first coat of paint shall be applied immediately after cleaning. When paint is applied by spraying, suitable measures shall be taken to prevent segregation of the paint in the container during painting operation. Effective means shall be adopted for removing all free oil and moisture from the air supply lines of the spraying equipment.

Each coat of the paint shall be allowed to dry or harden thoroughly before the succeeding coat is applied. Surfaces to be painted that will be inaccessible after assembly shall be completely painted prior to assembly operation.



7. WORKS DESCRIPTION

7.1 General

Lifts shall be installed by the Contractor at locations and in the positions in the lift wells and machine room shown on the drawing. The respective lift wells and machine room dimensions are also shown on the drawings.

The Contractor is recommended to visit the site to examine the existing on-site structures (lift well) to verify and confirm the suitability of the existing structure for the installation of the equipment.

The lift wells have been structurally designed to withstand the loads normally expected for lifts of such capacity. The Contractor is recommended to provide equipment loading on the lift well and pits of each lift sufficiency in advance to ensure conformance and stability of the structure for the installation and operation of the equipment.

Any changes in the above planned lifts shaft and pit floor structure or other design details due to particular equipment requirement shall be submitted by the Contractor to the Employer/Engineer for approval within fourteen (14) days from the commencement date. All such approved amendments shall be made by the Contractor without any additional cost to the Employer. Similarly, the lift contractor must coordinate the installation with the other trades.

The machine room of Lift is located above the lift well(s) with dimensions as given on the drawings. The machinery layout shall suit the machinery room orientation so as to allow easy access and sufficient space for maintenance work.

Sounds reducing materials to isolate motor set from beams and building structure, balance rotating parts to eliminate vibrations and flexible electrical conduits shall be provided. The operation of lift car and doors shall be completely free from all abnormal jerks, vibration and sound. The maximum sound level within the car must be within comfortable limits defined in relevant standards / codes

The Contractor shall coordinate with other Works Contractor(s) for the installation of lifts and other equipment.

7.2 Civil Construction

(a) Lift Well

The lifts shall be installed in the completed lift wells of dimensions as given drawing. The well has been constructed by the Employer's Civil Contractor in reasonable plumb. Necessary door opening, block out and other provisions have been made by the Employer's Civil Contractor. The Contractor shall however confirm these on-site provisions.

The Contractor, however, shall be responsible to carry out minor correction for the purpose of installation of guides in perfect plumb and other equipment to ensure perfect installation and operation of the lifts without any cost to the Employer.



(b) Pit

Equipment and other items to be installed for the lifts shall be suitably arranged in the existing pit. The dimensions of pit are shown on the drawings.

(c) Hook/I-beam for Equipment Installation

Hook/I-beam shall be available on ceiling of the lift well to facilitate installation and maintenance of equipment.

7.3 Lift Car

(a) Car Frame & Platform

The car frame, consisting of upper yoke with cross yoke side braces and bottom frame shall be made of welded or bolted steel channel sections, sufficiently rigid to withstand the operation of the safety-gear without permanent deformation of the car frame. The elevator car, platform, door operating mechanism, safety doors, maintenance station etc. shall be mounted on car frame.

The deflection of the members carrying the platform shall not exceed 1/1000 of their span under static conditions with the contract load evenly distributed over the platform.

Roller guides, mounted on car frame, shall have individual suspension to cushion jolts and minimize noise and vibration.

The platform shall be of fabricated frame of formed and structural steel shapes gusseted and rigidly welded, with provision for a floor covering as specified with the car body work. Rubber pads of sufficient size shall be provided between the car frame and the platform to provide sound and vibration isolation. The underside of the platform will be covered with sheet steel to provide adequate fire resistance.

An aluminium sill grooved to suit door spuds shall be fitted to the platform together with a toe-guard.

The car bodywork shall be carried on the platform with the top fixing to the car frame being suitably isolated.

All auxiliary equipment shall be mounted and supported from the car frame.

(b) Car Body Work

The car bodywork shall be of steel construction with provision for interchangeability of décor finishes and ceiling designs. The roof shall be constructed to withstand the weight of two men without deformation.

The car top shall have provision for emergency communication and roof top door with micro-switch. A 3-pin socket outlet shall be fitted on top of the Lift car, besides two outdoor protected type lights one each at the bottom and top of the car operated through an MCB.



(c) Finish

The car enclosure shall be as per technical data sheet under para 8. Recessed kick plate 4"-6" (100-150mm) high of stainless steel shall be provided on the three walls of the lift car. The floor shall be provided with sheet steel sound – isolated platform with granite flooring unless otherwise specified in technical data sheet under para 8.

Ceiling shall be of removable type with modular light fittings and emergency exit with safety switch.

Handrails on three walls shall be provided with satin finish standard stainless steel hollow section. Fixing brackets shall also be in stainless steel.

The design and finish of car interior together with suspended ceiling, light fittings, floor covering and other fittings shall be subject to the Engineer's approval. The Contractor shall offer various options of car finish with his bid.

(d) Telephone

A telephone compartment shall be provided in each car in the front return panel above the car operating buttons. The compartment shall be provided with hinged door flush with the panel. The entire compartment and door shall be of stainless steel.

The Contractor shall also provide a telephone set in the compartment which shall be connected to the machine room. Alternatively, intercom system with speaker set shall be provided.

7.4 Doors

(a) Landing Doors

Each landing shall be provided with two panel center opening doors unless otherwise specified in technical data sheet under para 8. The doors, frames and architraves (if applicable) shall be made of stainless steel in satin finish. The door panels shall have a fire resistance rating of at least one hour. The panels shall be interconnected by a maintenance-free self-tensioning synchronizing wire rope.

Each landing shall be equipped with a toe-guard apron at the hoistway entrance side. The toe-guard apron shall be of sheet steel not less than 16-SWG. thick, and shall extend not less than 50mm beyond the entrance jamb at each side. Toe-guard apron shall be approximately 600mm deep, adequately fastened and braced, the lower edge turned inward.

The frames shall be of 14-SWG (min.) and panels fascia, toe-guards, dust and hanger cover shall be of 16-SWG. All other features not covered above shall be similar to that specified under Car Doors.

Each landing entrance shall be equipped with an approved type factory tested interlock as required by the code. The interlock shall be designed to prevent moving of the car away from the landing until the doors are locked in

the closed position as defined by code and shall prevent opening of the doors at any landing from the corridor side unless the car is at rest at that landing or is in the leveling zone and stopping at that landing.

Landing door unlocking device as specified by the ANSI A17.1 or B.S. 5655: part 1 Code shall be provided to permit authorized persons to gain access to hoistway when lift car is away from the landing.

Each Landing door or door panel shall be furnished with sheave type two-point suspension hangers and tracks complete in all respects. The sheaves shall have polyurethane tires with ball bearings sealed and lubricated for life. Hangers shall be provided with an adjustable slide to take the up-thrust of the doors. Tracks shall be of cold drawn steel shapes with smooth surface and shaped to conform to the hanger sheaves. Tracks shall be removable for replacement.

(b) Car Doors

The car doors shall be two panel center-opening type unless otherwise specified in technical data sheet under para 8. The door-gear shall be operated by VVVF AC drive. The door gear shall be built-in unit with the car door top track support, mounted on the car entrance column extensions.

A retractable car door coupling shall be provided to connect the car and landing doors to eliminate any backlash and ensure complete door synchronization.

The car doors, frame and front shall be of stainless steel (satin finish) with panel construction and other features such as fire rating, etc. similar to the Landing Doors.

The door panels shall be suspended from sheave hangers with polyurethane tires and sheaves running on a polished steel track, and guided at the bottom by non-metallic shoes sliding in an extruded aluminium threshold groove.

If the car is stationary at floor level with the doors closed, it shall be possible to open the car doors from inside the car by pushing the car door in the opening direction. To open the doors from the landings, the triangular key must be used.

(c) Door Safety Devices

(i) Full Width Light Curtain

The car doors shall be fitted with light barrier system extending from 25mm above floor level up to a height of 1600mm, operating between car and landing doors. The barrier system shall comprise of a transmitter and a receiver strip containing several pairs of transmitters & receivers generating a large number of invisible light rays. In case if any one of these rays is interrupted, the control unit immediately reverses the door motion. The light curtain shall recalibrate itself at regular interval to update its scanning cycle.



In addition to above, the car doors shall be provided with an additional safety such as Door closing force limiting device or photoelectric beam etc. to maintain operational safety in case of failure of the main light barrier system.

(ii) Door Open Timing Feature

The door open timing feature shall operate in conjunction with above safety devices to provide adjustable, reduced, hold open time. In the event door remains open due to any safety beyond an adjustable time, a buzzer shall sound and doors shall close at reduced speed.

(d) **Door Operator**

A variable frequency controlled variable speed door operating unit capable of opening and closing car and landing doors simultaneously shall be mounted on the car frame independent of the car bodywork. The mechanism shall be designed to achieve smooth acceleration and retardation of doors without the use of dashpots. All pivot and bearing points shall be of steel and nylon or bronze bushed pins, ball or roller bearings suitably lubricated shall be fitted.

The driving mechanism shall be designed such that:

- The closing force applied to the doors shall meet the requirements of B.S. 5655: Part I.
- The car doors can be opened by hand in the event of a mains failure.
- The motion of the doors will be reversed if they meet an obstruction. An AC motor with VVVF drive to provide variable speed shall be provided to obtain the performance required by the control system.

Mechanical Control Station, carrying controls and equipment as specified in B.S. 5655 shall be fitted on the top of the operator.

7.5 Machine Room Equipment

(a) **General**

(i) Arrangement

The hoisting machines over hoistway shall be placed on steel beams, which shall be provided by the Contractor for placing over concrete foundations as per Engineer's approval. Anchor bolts, templates, inserts, signal boxes, and sleeves for installation shall be furnished by the Contractor. Additional structural members such as steel angles, steel beam supports for governors, motors, controller and rope guards shall also be supplied by the Contractor.

(ii) Identification

Each hoisting machine and corresponding controller shall be numbered with 100mm high numerals giving lift numbers.



(iii) Sound Control

Sound reducing buffers of elastic material shall be provided under the base of the hoisting machines to isolate sound and vibrations from the building structure. The rotating parts shall be dynamically balanced to eliminate vibration. The conduit to controller frames, starter frame and machinery with flexible connection shall be suitable fastened.

(b) **Hoisting Machines**

(i) Gearless Drive

The hoisting machine shall be of the permanent magnet gearless drive with motor, brake and other integral parts mounted as one assembly on steel bed plates so that proper alignment of these parts is maintained under all conditions.

Means shall be provided on all lift machines to enable the lift cars to be raised or lowered in an emergency by manual operation. The direction of winding corresponding to the raising and lowering of the lift car shall be clearly indicated.

Manual operation shall be by a smooth-rimmed detachable, spokeless wheel fitted to the shaft.

(ii) Brakes

The brake shall be spring actuated, electrically released and of adequate proportions for the duty involved and fitted with two self-aligning shoes actuated by compression springs.

The brake shall be instantly and automatically applied in the event of interruption of the power supply.

The brake shall be capable of bringing the car to rest smoothly, under maximum conditions of load and speed, and capable of sustaining static load of 125% of the contract load.

(iii) Motor

The variable voltage variable frequency (VVVF), motor specially designed to meet all lift duty requirements shall have a duty cycle rating of a minimum of 180 starts per hour. The motor speed shall have controls to allow smooth transition between acceleration and deceleration phase. The motor shall be capable of stable operation at all speeds up to the stated maximum and no abrupt speed change shall be permitted. It shall have a drip proof enclosure and may be force ventilated.

The drive motor shall be rated to provide sufficient power to accelerate the elevator to full speed in the shortest period while



maintaining passenger comfort.

The power system shall incorporate solid state equipment controlling the speed of the lift motor. Smooth performance with stepless acceleration and deceleration are to be provided with a leveling accuracy of $\pm 0.25''$ and the final stop at floor level is to be achieved dynamically after which the machine brake shall be applied to hold the lift car stationary.

7.6 Hoistway Equipment

(a) Suspension Ropes

Suspension ropes or belts of high quality, specially designed for lift duty shall be provided in conformity with the requirements of BS EN 12385-5 or relevant international standard. The material of the rope shall conform to BS EN 10264-1. It shall be free from loose wires, distorted strands or other irregularities. All rope terminals shall comply with B.S. 461. Independent adjustment shall be provided for each rope.

The length of each rope shall be so adjusted that it loses traction with sheave when the counter-weight touches its buffers.

An automatic device shall be provided for equalizing the tensions of suspension ropes at least at one of their ends.

(b) Guides, Fixings and Inserts

The guides shall consist of high quality 'T' section steel of adequate strength and dimensions suitable for travel, car weight, speed and lift capacity. Guiding surfaces shall be accurately machined. The joints shall be spigotted and joined by machined steel finish plates.

Guides shall be of sufficient length to prevent any of the car or counterweight shoes from running off the guides.

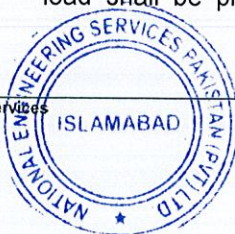
All guides are to be securely fixed to the walls of the lift well by steel brackets bolted to metal inserts or by other approved means. Rag bolts shall not be permitted. All metal inserts, fixings, guide rails, anchor bolts etc. shall be provided by the lift Contractor.

Guides shall be so jointed and fixed to their brackets that they do not deflect by more than 3mm under normal operation.

Guides and their fixing shall withstand the application of the safety-gear without permanent deformation when stopping a fully laden car or the counterweight.

(c) Counterweight

A counterweight equal in weight to the car plus 40% to 50% of the specified load shall be provided to each lift. Structural Steel frame shall support



requisite number of cast iron weights. It shall be fitted with guide shoes and suspension arrangements and accessories suitable for specified lift capacity.

Car and counterweight are to be fitted with roller guide shoes unless otherwise specified in technical data sheet under para 8.

(d) Safety Gear and Governor

A friction type progressive safety gear actuated by centrifugal over speed governor shall be securely bolted to the car frame under the car platform.

The governor wire rope operating the safety gear mechanism shall not be less than 8mm diameter.

The tension weight fitted with an electrical safety device shall be provided to cause the hoist motor to stop should the governor rope break or slacken.

The governor shall be fitted with a direct driven unit to relay to the control system both the speed and position of the lift in shaft.

The governor shall be equipped with two electrical switches, preset to operate progressively in case of over speeding to reduce the lift speed in the first stage and if the lift speed is not brought under control, operate to cut off power supply to the hoist machine and apply brakes.

If the car continues to travel downwards at excessive overspeed, the mechanical trip shall operate causing the governor jaws to grip the rope to bring the safety gear mechanism into operation causing the jaws to grip the guide rails equally through self-aligning friction shoes thus bringing the car to rest gradually and smoothly. The governor and safety gear shall be released by raising the car.

The governor and safety gear shall be adjusted to operate as specified by B.S. 5655.

(e) Buffers

Oil buffers of spring-return type (unless otherwise stated in Technical Data sheets under Para 8) shall be supplied and installed in pit under car and counterweight for each Lift. The minimum total stroke of the buffer shall be based on the retardation of 32 feet/sec.² based on 115% contract speed. The maximum rate of retardation of the oil buffers based on 115% contract speed shall be 80.5 feet/sec.² excluding any transient decelerations having duration not exceeding 0.04 sec.

The buffers shall be mounted on continuous channels securely anchored to the pit floor and fastened to the guide rails. The channels, anchors and any additional supports required for buffers shall be provided by the Contractor. The buffers shall be fitted with means of ascertaining the correct amount of oil in the buffers.

Each buffer shall be permanently and legibly marked to indicate the type and

quantity of oil to be used within the buffer.

The buffers shall be self-setting type fitted with safety device to ensure its return to their normal position after operation.

(f) Final Limit Switches

The lifts shall be equipped with an automatic device arranged to bring the car to a stop at the terminal landings independent of the regular operating devices in the car. Final limit switches should stop the car and prevent normal operation should it travel beyond the normal stopping device.

Separate control devices for normal stopping and final limit switches shall conform to the requirements of BS 5655: Part I.

(g) Lighting & Socket Outlets

Socket outlets shall be provided on top of lift car and inside pit for connection of maintenance tools etc.

Well lighting / illumination (inside lift shaft particularly in pit) shall be provided and installed by the Contractor. Well lighting switches shall be provided at top of hoistway and pit so that it can be operated from either location.

The power supply for electrical lighting and socket outlets shall be independent of the power supply of lift.

7.7 Controller & Control System

(a) Controller

The controller shall be floor mounted, upright type enclosed in enamel finish steel cabinet with either hinged doors at the front and removable panels at back or hinged door both at front and back.

The control system shall be microprocessor based and fitted with all safety devices to protect equipment and motors from damage in the event of overload or other malfunction. Protection against phase reversal shall provide as per code.

The driving unit control module, comprising of power and command module, shall control drive performance parameters. The controller unit shall control acceleration & deceleration, speed and the jerk rates during change in acceleration or deceleration to provide stepless speed variation for maximum passenger comfort. The jerk rates shall be individually adjustable to user's satisfaction. Upon receiving signal to perform journey, the command module shall evolve optimum speed profile for each journey and trigger power module for AC/DC and DC/AC conversion for necessary drive current and voltage to obtain desired motor torque.

The controller shall control car motion on feedback from motor-mounted tachometer and operate the brakes of hoisting motor through the signals



received from micro switches and load weighing devices.

The controller shall be arranged to cut off the power supply, apply the brake and bring the car to rest upon failure of operation of any of the electrical safety devices.

The controller shall meet the requirements as specified in BS 5655.

(b) Control System

(i) General

The design of control system shall be based on functionally arranged section modules featuring high degree of efficiency, economy of operation, adaptability to changing operating conditions, safety and reliability in operation through maintenance free electronic circuitry.

The control equipment shall be microprocessor based electronic solid state. The total system shall be designed to operate in normal machine room ambients and incorporate full protection against noise and electrical interference generated within the power section, controller and switchgear. The system design shall allow the control algorithm to be reprogrammed by software changes.

The Controller for each main bank lift shall be capable for individual lift control as well as group control. It shall be state-of-art microprocessor-based controller capable of high- speed data transmission and analysis for optimization of traffic control.

All modules shall be tested at the manufacturer's works prior to installation. System component shall be subjected to environmental endurance, thermal shocks and salt spray in test chambers.

The control system for the passenger lifts shall be Group Supervisory type as per technical data sheet under para 11 with provision to operate any lift independently from the group.

(ii) Group Supervisory Operational Mode

The operational mode of the Passenger Lift shall be group supervisory automatic control as specified in para 8 with special operation features, viz emergency operation and fireman switch.

The control system shall be provided with a parking feature, which returns the car to the main floor when there are no calls in the system.

The lift shall be provided with individual landing station and operated from interconnected landing buttons including two operating devices in the car. Single touch buttons shall be mounted at each terminal landing.



On touching car or landing buttons, (other than those for landing at which car is standing) shall start the car provided interlock circuits are established and causes car to start traveling in the direction of registered call. Car shall stop at the designated landings for which calls are registered with stops made in order in which landings are reached, irrespective of sequence in which calls are registered, provided call for a given landing is registered sufficiently in advance of arrival of car at that landing to permit stop to be made.

If there are no car calls and car starts up in response to outside landing calls, car shall proceed first to the highest down call and then reverses to collect other down calls. Up landing calls shall be collected similarly when car starts down in response to such calls. If car stops for a landing call and a car call is registered within a predetermined interval after stop for a landing corresponding to direction car was traveling, car shall proceed in the same direction regardless of other landing calls registered.

If DOWN landing buttons are touched while car is travelling up, car shall not stop at these landings, but calls remain registered. After highest car and landing calls have been answered and door interlock circuit is established, car shall reverse automatically and respond to down car and landing calls. When traveling down, car shall not respond to up landing calls, but calls shall remain registered and answered on next up trip. No double door operation shall be permitted.

(iii) Load weighing

Means shall be provided for weighing passenger load. Control system shall be designed to provide dispatching in advance of normal intervals and to provide landing call by-pass when the car is filled to approximately 80% of full capacity load.

Settings shall be individually adjustable. A buzzer shall be provided to indicate overload in lift

(iv) Door Operation

Doors shall open automatically when a car arrives at a terminal to permit egress of passengers. When another car is at the terminal and is loading for departure or upon expiration of a timed interval, the doors shall close until car is designated for loading. In the event a passenger has entered the elevator, the doors shall reopen upon registration of call on the car button or by pressing the door open button. If no other car is at the terminal, an arriving car shall have its doors open until the car is dispatched or expiration of a timed interval with no demand.

(v) Automatic Leveling

An automatic 2-way leveling device shall be provided, designed to

govern the leveling of the car to within 6mm above or below the landing sill. The leveling operation shall avoid over-travel, under-travel, of the car and maintain the leveling accuracy regardless of the load in the car, direction of travel, rope slippage or stretch in ropes.

(vi) Independent Operation

Controls shall be provided for operation of the lift from car buttons only. A key operated switch shall be provided in each car.

(vii) Emergency Features

- (1) Emergency operation: The Lift shall be equipped with control system to operate and recall the cars in fire or other emergency conditions and to allow the lift to run on emergency power supply.

The operation of lift on emergency service shall be as follows:

- Lift shall be operable only by a person in the car.
- Lift shall not respond to Lift corridor calls.
- Lift will stop at the next level.

The opening of power operated doors shall be controlled only by buttons or switches. If the switch or button is released prior to the doors reaching the fully open position, the doors shall automatically re-close. Open doors shall be closed by either the registration of a car call or by "door close" switch or button.

Lifts shall be removed from emergency service by moving the emergency service key-operated switch in the car to the 'off' position with the car at the main floor.

- (2) Emergency Lighting and Emergency alarm unit: An emergency light shall be included for each lift car. An automatic change over switch shall be provided in the controller so that upon normal supply failure Emergency power supply shall be available for the light fixture, exhaust fan, and alarm unit.

The Contractor shall supply a suitable button in the car control station wired to a terminal box fixed in the lift shaft near the bottom floor served. A suitable alarm bell shall be provided and fixed including all necessary wiring connecting up to the terminal box.

The power for the emergency lighting, exhaust fan and alarm bell shall be from the same emergency supply consisting of rechargeable nickel cadmium battery unit with trickle charger and ten (10) years minimum life expectancy.

- (3) Emergency power transfer: In the event of normal power failure, adequate emergency power will be supplied through Employer furnished stand-by generator to run the Lift.
- (4) Automatic power evacuation device: In the event of normal power failure the lift shall be provided with an automatic evacuation device which will bring the lift car to stop at the next floor and open the doors.
- (5) Hand Winding System: Provision shall be made on each hoisting machine such that the lift car can be raised or lowered during emergency by manual operation.
- (6) Intercom: The Contractor shall install for each lift, an intercom facility with control room or at location designated by Employer for 24 hours communication.
- (7) Earthquake control: In the event of an earthquake, the lift facility shall be provided with a seismic detector which will bring all cars to stop at the next floor and open the doors.
- (8) Fireman Switch: A fireman switch shall be provided in the ground floor lift lobby. In the event of fire & upon manual actuation of the fireman switch, all the registered calls shall be cancelled and shall stop at the designated parking floor and open the doors. The emergency alarm unit shall also sound once the fireman switch is actuated.

7.8 Signals & Fixtures

The Contractor shall provide fixtures and signals as follows, test complete system, correct any deficiencies in wiring and function and make complete system fully functional. Location and arrangement of fixtures and signs shall comply with the ADA and other code requirements.

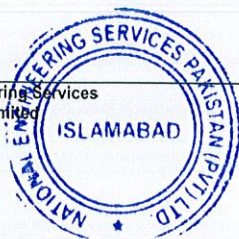
(a) Integrated Hall Indicator

An integrated hall indicator consisting of digital car position indicator (revealing floor position of car) and illuminated or digitalized arrows indicating the arrival and departing direction, as determined by the control system shall be installed for each individual lift and at each landing. A two-tone electronic gong shall also be provided for audible announcement of the arrival of the lift car.

The digital car position indicator shall be either of 2 character 7/8 segment type with character height of 35-40 mm.

The direction arrows shall be of acrylic and protrude from the faceplate for lateral visibility.

The integrated hall indicator shall be of horizontal configuration. The stainless steel face plate, min. 2mm thick, of satin finish containing the digital car



position indicator and direction arrows. The hall indicator shall operate on 24V DC Supply.

(b) Landing Call Station

Landing call station fitted with call buttons shall be installed at each landing. It shall be designed for mounting on the landing door frame or on adjacent side wall, subject to Engineers' approval.

The call buttons shall be of micro-movement type, constructed of stainless steel pressel suitable for long arduous duty. The translucent surround of the button shall illuminate to indicate acceptance of call signal. The pressel shall incorporate two light emitting diodes. The pressels shall be mounted flush with the faceplate. The faceplate shall be of stainless steel 2mm thick, fixed with tamper resistant screw.

The call buttons of each landing station shall be inter-linked such that with the pressing of call button of any lift, call buttons of lifts in the same direction shall light up and record the call.

(c) Car Station

The car station shall be integral with the front return of the car and constructed from 1.6mm thick stainless steel, plate of natural satin finish.

The hinged full height front panel of the car station shall carry the controls and indicators. The panel shall be fitted with a secret release, which can only be opened from the back of the trough. When the hinged panel is opened an isolate/ normal switch shall be available. The car operating panel shall be recessed in the wall of the lift cabin and edges of car operating panels be flushed with the wall of lift cabin. The car-operating panel shall contain at least the following controls:

- Alarm button
- One floor button for each floor served
- Open door button/hold on button
- Key operated car independent service switch
- Key operated fan switch
- Digital car position indicator and direction arrows
- Intercom

All buttons shall be set flush with the panel surface for maximum resistance against abuse. When operated, a LED illuminated halo shall surround the buttons thereby informing that the call has been registered. The buttons shall be plastic pressel engraved with the appropriate floor marking.

COP shall be equipped with car call cancellation feature. This feature should allow cancellation of an incorrect registered car call by pressing the floor button twice.

The digital car position indicator and direction arrows shall be positioned above the buttons.



7.9 Power Supply & Electrical Installations

(a) General

The power supply at load break switch will be available in the Lift machine room. All further wiring, controls and providing proper distribution boards, along with necessary material and accessories beyond the power supply points shall be supplied and installed by the Contractor. The electrical installation and appliances shall comply with B.S. 5655: Part I.

(b) Wiring Installation

All wiring shall be carried out in accordance with the IEE regulation, NEC standard and B.S.S. wherever applicable.

All cables shall be PVC insulated, and if required PVC sheathed also, single or multicore having tinned copper conductors. Cables for different voltage circuits which are run together must have the insulation rating, suitable for the highest voltage present. Wherever cables are subjected to high temperature such as termination to car light, it shall be protected by suitable heat-resistant sleeve. At all terminations, cable ends shall have numbered ferrule to match with the mark on respective component and control drawings. All wiring shall be continuous between terminations.

Travelling cables between the lift well and lift car terminal boxes shall be suspended by looping over reels or by suitable clamps. The connections in the terminal boxes shall be marked for identification purposes. Travelling flexible cables shall be fire resistant and shall comply with B.S. 6977:

(c) Trunking and Conduits

All wiring from machine room to motor controls at each floor and to other circuits shall either be run in 16 SWG galvanized steel conduit or trunking, the selection and route of which shall depend on the number of cables and ease of installation and maintenance. If trunking is installed it shall have removable covers, and the trunking finished in dark grey enamel as per B.S. 381C. Fixing arrangements of conduit or trunking shall be vibration proof suitable for the existing conditions. All connections from trunking or conduits to motors or other equipment subjected to vibration shall be with flexible galvanized steel conduit. All trunking and conduit shall be continuous throughout the length to ensure good earth continuity.

(d) Earthing

Earthing of all equipment and metal work which can be subjected to dangerous voltage under normal operating and fault conditions shall be earthed in accordance with NEC Standard. One PVC insulated earth conductor of suitable size having yellow colour with green tracer shall be run along the trunking or conduit as main earth. All branch circuits in conduit or trunking and other metal work shall have branch earthing cable connected to main earth. All length of trunking shall also be bonded to main earth.



(e) Testing

Testing of electrical installations shall be carried out to the satisfaction of the Engineer in accordance with standard practice and recognized international standards/codes.

7.10 Fire Protection

All precautions will be taken to eliminate the potential sources of fire and smoke and prevent flame propagation. In parallel:

- Halogen-free cables will be used,
- Oil, grease and dust will be collected,
- No plastic materials shall be used in these systems.

Each lift will be equipped with a fire and smoke detection unit and linked to the fire detection and alarm system.

7.11 Local Materials

(a) Pit Access Ladder

Rugged steel ladders for easy access to the pits shall be provided by the lift Contractor in all pits.

(b) Pit Screen

A suitable rigid steel screen shall be provided and fixed by the Lift Contractor at the bottom of the lift well where the counter-weight comes down on its buffers and between lifts. The screen shall have a minimum height of 7 ft. as per code requirements.

(c) Separator Beams & Well Trimming Girders

Properly designed separator beams and trimming girders shall be supplied and installed at proper location in Lift well by the lift contractor to suit fixing requirement of offered lift. The separator beams and trimming girders installed in lift shall be of at least 200mm rolled I-beams of prime quality structural steel (ASTM A-36 or equivalent).

The Contractor shall include the above items in his bid price for the lifts.



8. TECHNICAL DATA

Academic Block-A - Passenger Lifts (L-1 & L-2)

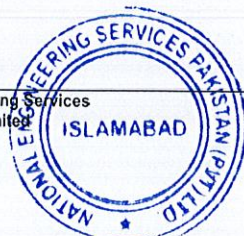
S. No.	Description	Requirement
1	Capacity	1000 Kg/13 persons
2	Travel Height	19.0 m (62'-6")
3	No. of Stops/Openings	6 / 6 (1B+G+4 upper floors)
4	Lift Speed	1.0 m/sec
5	Internal Car Sizes	1600 x 1400 x 2300mm (W x D x H) or suitable for available shaft size
6	Machine Type	Permanent magnet gearless, VVVF drive
7	Car & Counterweight Guide Shoes	Sliding guide shoes
8	Drive Location	In machine room
9	Control System	Duplex selective collective
10	Jambs	Narrow jambs
11	Pit Depth	1650 mm (5'-6")
12	Head Room	4160 mm (13'-8")
13	Buffers	Oil buffers of spring return type (Energy Dissipation Type) or as recommended by EN 81 Standards
14	Door Size	900 x 2100 (mm) or as approved by the Engineer
15	Door Operation & Type	VVVF control, Power operated, 2 panels centre opening, with stainless steel construction and fire rating of 2-hr.
16	Indicators	- Digital car position indicator on each landing with direction arrows. - Digital position indicator inside car with direction arrows. - Two tone electronic gong announcing arrival of car.
17	Landing Call Station	Raised, micro-movement button with call acceptance illuminated indications
18	Car Station	- Integral with the front return of the car and constructed of stainless steel. - It shall include alarm buttons, floor call buttons, door open/hold button, key-operated attendant switch, fan switch, intercom (connection with building safety / security system in included in the Contractor's Scope)



S. No.	Description	Requirement
19	Car Design	- Side and rear walls of stainless steel (hairline finish) construction. - Front return and car door of stainless steel (hairline finish) construction - Ceiling removable grid type full extended poly carbonate diffuser with modular light fittings - Fan/blower - Handrails on three sides - Steel plate floor with Granite flooring - Hand set free telephone / intercom system - Emergency exit in ceiling with safety switch. - Load measuring device with overload buzzer and inter-lock till overload is removed.
20	Door Safety Devices	- Full height Light curtain protection - Door opening timing feature
21	Special Features	- Attendant control - Emergency operation and fireman switch. - Emergency lighting & alarm unit. - Earthquake control system - Automatic power evacuation device - Automatic Parking - Voice guidance system - Car call cancellation feature - Manual Hand Winding System - Full load by-pass - Suitability for 45°C ambient temperature - Phase reversal failure indication & interlock - Fire rated cables
22	Power Supply	3 Phase / 400V / 50 Hz. 1 Phase / 230V / 50 Hz. (for lighting)

Notes:

- Bidder is advised to visit the site to check as built dimensions of lift shafts, overhead and pit and confirm in his Bid that offered lifts will suit to as built dimensions.
- All leaflets properly signed/stamped in original to be submitted with the Bid for the equipment including drive, controls, car design, doors & architrave, indicators landing and car station, safety devices etc. being offered.
- Model Number and Technical Specifications mentioned in the Technical Bid are considered for reference only. The Bidder / Contractor will submit the Technical Submittal of the proposed model after Award of Works with full compliance of Bidding Documents for the Engineer's review and approval. No reference model and technical specifications accompanied with the Bid are supposed to be final until Engineer's approval of the Technical Submittal.
- Any variation in the technical aspects of the offered model by the Bidder / Contractor, against the above data, due to manufacturer's standards will be subject to Engineer's approval.



9. INSTALLATION

9.1 General

The installation of lift equipment including its electrical installations shall comply with applicable standards, manufacturers' instructions and recommendations. Electrical work required during installation shall comply with NFPA 70 or approved equivalent.

The scope of installation and civil works shall include the following:

- Providing and/or cutting all necessary holes, chases and openings and making good after installation of equipment.
- Supplying and fixing all supports, beams, ladders etc. necessary for the installation of the machinery, guide brackets, doors, buffers etc.
- Furnishing all necessary cement and/or concrete for 'grouting-in' brackets, bolts, etc.
- Providing and fixing suitable scaffolding and protection of work in progress.

9.2 Welded Construction

Welded construction shall be provided for installation of Lifts wherever bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, or replacement of worn parts. Welding workmanship and qualification of welding operators shall comply with American Welding Society (AWS) standards or approved equivalent.

9.3 Sound Isolation

Rotating and vibrating Lift equipment and components shall be mounted on vibration - absorption mounts designed to effectively prevent the transmission of vibrations of the structure, and thereby eliminate the sources of structure - borne noise.

9.4 Lubrication

Operating parts of the system including ropes, guides, etc., shall be lubricated as per manufacturer's recommendation.

9.5 Alignment

Proper co-ordination of installation of hoistway entrances with the installation of elevators' guide rails shall be done for accurate alignment of entrances. Wherever possible the final adjustment of sills and doors shall be delayed until the car is operable in the shaft. The clearance shall be reduced to minimum, safe, workable dimensions at each landing.

9.5 Sills

Sill unit shall be set at each floor landing accurately aligned, slightly above structural floor, to suit level of scheduled floor finish.



9.6 Painting, Retouching & Re-finishing

After completion of installation and testing to the satisfaction of the Engineer-in-Charge, the Contractor shall carryout all finishing, retouching and refinishing operation on the entire equipment accessories and installation matching the original finish in an approved way. All auxiliary works carried out by the Contractor as the finished installation shall also be painted in the approved standard after applying anticorrosive base.

10. TESTING AND INSPECTION REQUIREMENTS

The Contractor shall submit separate list of shop tests, to be conducted prior to shipment and field tests after installation prior to commissioning.

Testing after installation shall be carried out for each lift before it is put into normal service in accordance with B.S. 5655 Part 10 and appropriate certificate shall be completed. The tests shall include but be not limited to the following:

- Functioning of all system and devices
- Operational test of all safeties
- Protection against false signals
- Earth fault test on cable/controller & switch gears
- Insulation resistance test for cables

A thorough inspection of all equipment shall also be under taken at this stage and appropriate certificate shall be completed.

Lift shall be periodically re-examined during defect liability period and at the end of guarantee/defect liability period appropriate certificate shall be completed to assess operational performance.

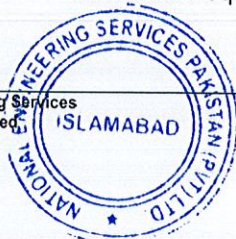
All equipment and personnel required to complete testing and inspection shall be provided by the Contractor. All erection work and tests shall be performed by the Contractor's erectors who shall be suitably qualified and experienced persons to the satisfaction of the Engineer.

11. MEASUREMENT AND PAYMENT

11.1 General

Except otherwise specified herein or elsewhere in the Contract Document, no separate measurement and payment will be made for the under mentioned works related to the relevant item of the Schedule of Prices. The cost thereof shall be deemed to have been included in the quoted unit rates of the respective items of the Schedule of Prices.

- (a) Designing of Lifts and submission of manufacturer's data, specification, diagram and drawings, installation, operation and maintenance manuals etc.
- (b) Painting and finishes of equipment.
- (c) All modifications in already constructed / existing Civil and E&M works to install lifts / equipment.



- (d) Supply of accessories including supports, brackets, trimming girders, separator beams, pit access ladder, pit screen, installation equipment, miscellaneous tools, winches, scaffolding, etc., required for proper erection of Lifts as recommended by the manufacturer.
- (e) Handling and proper storage of equipment prior to installation.
- (f) Supply of tools and special tools.
- (g) Pre-shipment inspection as mentioned in sub-clause 4.2 of section 9000 of complete equipment at its point of original manufacturer before its packing & dispatch to site.
- (h) Provision of necessary guidance and supervision for the Civil works to the Civil Contractor, which will be carried out for lift installation.
- (i) Rectification of any damage done to the Civil works for erection or other purposes.
- (j) Testing and commissioning of lifts after installation including supply of requisite manpower and testing tools/instruments and completion of documentation.
- (k) Training of Employer's personnel for operation and maintenance of equipment.
- (l) Maintenance of the work during defect liability period including supply of necessary spares/other material and maintenance personnel needed to keep the Lifts in perfect operating condition.

11.2 Measurement

Measurement of acceptably completed works shall be made on the basis of total numbers of completed units as specified herein, in Schedule of Prices, in drawing and/or as directed by the Engineer.

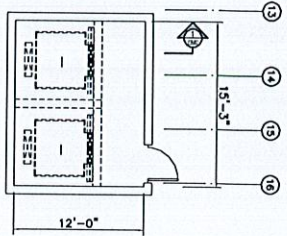
11.3 Payment

Payment shall be made at the unit Contract rate entered in the Schedule of Prices for the items accepted by the Engineer.

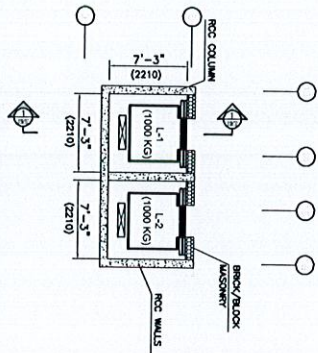


DRAWINGS

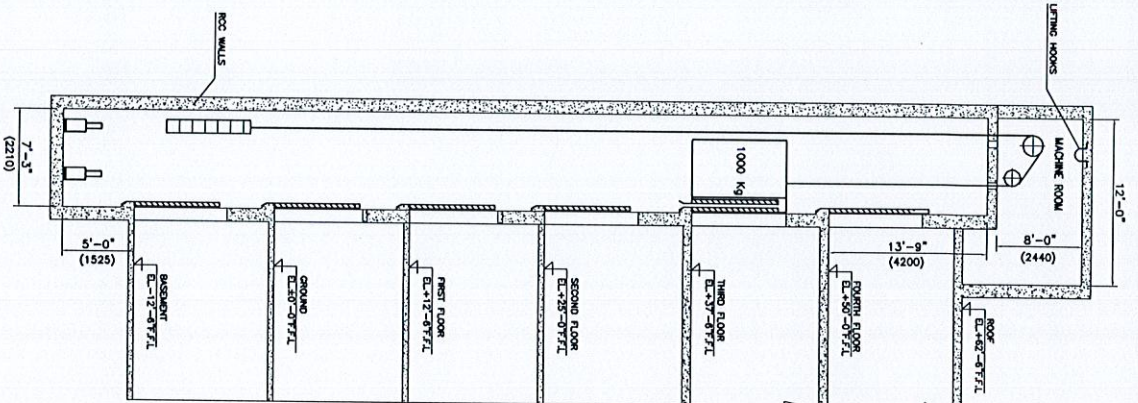




LIFT MACHINE ROOM PLAN



LIFT SHAFT PLAN (LIFT L-1 & L-2)
TYPICAL FLOORS



SECTION L-1
LIFT NO. L-1 & L-2

LIFT SCHEDULE

QTY.	LIFT	DESCRIPTION	CAPACITY	SPEED	NO. OF	FLOOR	CAR FINISHES	CAR SIZE	DOOR
ID			(kg)	(m/sec)	STOPS		WALL	(MM) mm	
2	L-1	MACHINE ROOM TYPE	1000	1.0	06		STAINLESS	1600 x 1400	900mm WIDE
	L-2	DRIVE					STEEL		27mm CENTER OPENING
									STAINLESS STEEL

NOTES:

- 1- ALL DIMENSIONS IN BRACKET ARE IN MM UNLESS OTHERWISE STATED.
- 2- THE LIFTS ARE MACHINE ROOM TYPE.
- 3- ALL DIMENSIONS SHALL BE CONFIRMED BY LIFT SUPPLIER SUFFICIENTLY IN ADVANCE.
- 4- THE SIZE AND LOCATION OF ALL OPENING, BLINDS, PARTS FOR LANDING INDICATOR, CALL BUTTONS AND EMERGENCY PARTS SHALL BE INITIATED BY THE LIFT SUPPLIER WELL IN ADVANCE ON BUILDERS WORKS DRAWINGS.
- 5- THE LIFT SUPPLIER SHALL PROVIDE EXACT LOADING REQUIREMENTS FOR THE EQUIPMENT WELL IN ADVANCE (WHICH IS DONE AFTER AWARD OF WORK) FOR INCORPORATION IN CIVIL DESIGN.
- 6- EXACT LOCATION AND SIZE OF LIFTING HOODS REQUIRED IN LIFT SHAFT SHALL BE INITIATED BY THE LIFT SUPPLIER TO DIVIDE THE CIVIL CONTRACTOR TO INSTALL IT IN TIME.
- 7- LIFT EQUIPMENT INCLUDING BUFFERS, MACHINERY, ETC. THE LIFT SUPPLIER SHALL SUBMIT DIMENSIONAL LAYOUT OF THE LIFT EQUIPMENT VENTILATION OPENING REQUIREMENT AND ELECTRICAL WORKS DESIGN LOADS FOR APPROVAL OF THE ENGINEER.
- 8- ALL DIMENSIONS OF CIVIL WORKS SHALL BE INITIATED BY THE LIFT CONTRACTOR TO CONTROL THAT HIS OFFERED EQUIPMENT WILL SUIT TO AVAILABLE CONDITIONS PRIOR TO BOOKING.

REV. NO.	DATE	DESCRIPTION	BY	CHK.	APPV.

UNIVERSITY OF BUNER, BUNER
ACADEMIC BLOCK - A
LIFTS PLAN & SECTION

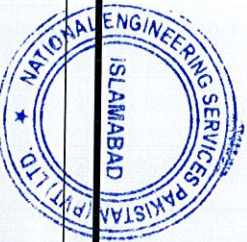
UOB SWARI CAMPUS (PROJECT-1)

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. ISLAMABAD

PAKISTAN (PVT) LTD. ISLAMABAD

4010/SOU/BD/03M01

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**UNIVERSITY OF BUNER
SWARI, DISTRICT BUNER**

**SUPPLY & INSTALLATION OF 02-NOS. LIFTS IN
ACADEMIC BLOCK-A OF UNIVERSITY OF BUNER,
SWARI CAMPUS
PHASE-I (PACKAGE-3)**

**BIDDING DOCUMENTS
(VOLUME – II)**

PRICE BID

**LETTER OF PRICE BID
SCHEDULE OF PRICES**

MAY 2025



**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD.
NESPAK HOUSE, SECTOR G-5/2, ISLAMABAD**

Clearance Code
4010/321/BD/55(25)

Doc No.
4010-25-02

Revision No.
0

**SUPPLY & INSTALLATION OF 02-NOS. LIFTS
IN ACADEMIC BLOCK-A OF UNIVERSITY OF BUNER,
SWARI CAMPUS**

VOLUME-II

TABLE OF CONTENTS

<i>Ref. No.</i>	<i>Description</i>
LPB	Letter of Price Bid
SOP	Schedule of Prices



LETTER OF PRICE BID

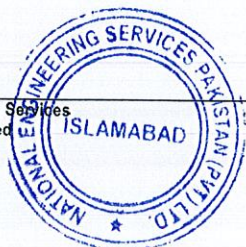


LETTER OF PRICE BID

Name of Contract: "Supply & Installation of 02-Nos. Lifts in Academic Block-A of University of Buner, Swari Campus, District Buner (Phase-I, Package-3)"

To: **Project Director**
University of Buner, Swari, District Buner
Phone No.: (0939) 555211, 555438
Fax No.: (0939) 555437

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of _____ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that 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 or made payable to you and valid for a period 28 days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of 120 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.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.
10. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).



Dated this _____ day of _____ 20____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of
of Bidder in Block Capitals) _____ (Name
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____



SCHEDULE OF PRICES



SCHEDULE OF PRICES

TABLE OF CONTENTS

No.	Description	Ref. No.
	Preamble to Schedule of Prices	
1.	General	SOP-1
2.	Description	SOP-1
3.	Units & Abbreviations	SOP-1
4.	Rates and Prices	SOP-1
5.	Bid Prices	SOP-2
6.	Provisional Sums	SOP-3
	Day Work Schedule	SOP-4
	Schedule of Prices	SOP-5



PREAMBLE TO SCHEDULE OF PRICES

1. GENERAL

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with the Specifications and Drawings provided in Volume-II to Bid.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of Work.

2. DESCRIPTION

- 2.1 The general directions and descriptions of work and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bid Documents shall be made before entering prices against each item in the Schedule of Prices.
- 2.2 The quantities shown in Schedule of Prices are estimated quantities, only being given in as an indication of the scope of work to enable to the Bidder to Bid for the different items of the works in accordance with his estimates of costs. The estimated quantities shall be used for comparing Bids. It is however, understood that in the event of any increase or decrease in the quantities of items of works and subject to provisions of the Conditions of Contract herein, the actual quantities executed will be paid for a lump sum and unit rates entered by the Bidder in his Bid for those particular items of the work.

3. UNITS & ABBREVIATIONS

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bid Documents shall comply with the SI System of Units.

The following abbreviations shall be used in the Schedule of Prices:

	<u>Abbreviation</u>
Foreign Currency Component	FCC
Local Currency Component	LCC
United States Dollars	US\$
Pakistani Rupees	PKR
Number	No.
Kilometer	km
Provisional Sum	PS
Percent	%

Foreign Currency Component of items means cost of imported equipment i.e C&F value in foreign currency.

Local Currency Component of items means all cost related to payment of duties, taxes, clearing / forwarding, loading / unloading, local & marine insurance, transportation, storage, local works and equipment, installation, testing and commissioning of equipment etc.

4. RATES AND PRICES

- 4.1 The Items mentioned in Schedule of prices consist of all plant, labour, equipment, machinery, appliances, materials, fittings, fixtures & fabrication, erection, installation, testing and commissioning required for completing the items/works and complete system in accordance with the schedule of Prices, drawings and specification complete in all respect. The scope of Work also includes items like documentation and drawings and chemicals for exclusive use by the Employer.



- 4.2 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the work set forth or implied in the Contract; except for the amounts reimbursable to the Contractor under the Contract.
- 4.3 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the Bidder shall not be subject to adjustment during the performance of the Contract.
- 4.4 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per provisions of the Conditions of Contract.

- 4.5 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against 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 rates and prices for other items in the Schedule of Prices.

- 4.6 The Bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and Port Qasim and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

The Bidder shall deem to have included all clearing, forwarding and other incidental costs in this regard in his Bid. The Contractor will have the option to use either Karachi Port or Port Qasim or both.

- 4.7 The Contractor shall provide for all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. BID PRICES

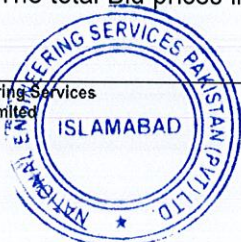
5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The Bidder shall recognize such elements of the costs, which he expects to incur in the performance of the works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total Bid prices in the Schedule of Prices shall be entered in the Summary of Bid



Prices. The unit rates and prices and lump sum amount entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to be the full inclusive value of the work including all costs of performing the works such as all duties, overheads, income tax, super tax, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract.

The rates shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

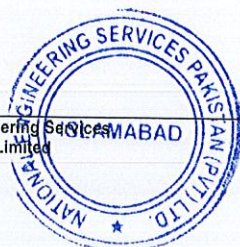
6. PROVISIONAL SUMS

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer/Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer/Engineer to utilize such sums or portion of the sums.



DAYWORK SCHEDULE

NOT USED



UNIVERSITY OF BUNER, BUNER
UOB SWARI CAMPUS
SUPPLY AND INSTALALTION OF 02-NOS. LIFTS IN ACADEMIC BLOCK-A
SCHEDULE OF PRICES

Item. No.	Description	Unit	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
AB(A)-M01	<u>Passenger Lifts (L-1 & L-2)</u>				
(a)	Supply, installation, testing and commissioning of brand-new passenger lifts (L-1 & L-2) having capacity of 1000 kg / 13 persons, speed 1.0 m/s, 6 stops / 6 openings, total travel 19.0 m, including car, hoisting machinery, counter-weight, supports brackets, embedded parts, access ladder & separator screen along with civil, electrical and ancillary works, complete in all respect as per specifications. Maintenance (i.e. periodic servicing of equipment including greasing, oiling, cleaning etc. of parts as recommended by the manufacturer) and remedy of defects or damages during defects liability period shall also be included in this item.	No.	2		
(b)	Supply and installation of Air Conditioner (Split Type) of size 1.5 tons (18,000 BTU) for the shaft including complete Electrical Works.	No.	2		
(c)	Pre-shipment Third Party Inspection of lifts in the Manufacturer's Premises by a well-known and pre-approved third party (TUV, Moody, SGS, Lift Institute etc.)	Job	1		
(d)	Regular daily operation (10 hours / day, 6 days / week and 300 days / year) under full time resident operating staff comprising two (02-Nos.) trained experienced operators-cum-technicians.	Month	12		
Bid Price (Rs.) Total (A) = Sum of All Costs (a) to (d)					
Sales Tax on Services (as levied by GoKP) @ 2% of Bid Price Total (B)					
Bid Price with Sales Tax on Services (Rs.) Grand Total = (A) + (B)					
Bid Price with Sales Tax on Services (Grand Total) in words					

Note: The Bidder shall carry over the Bid Price (Rs.) amount to the Letter of Price Bid **LPB**.

Authorized Signature and official Seal: _____

Name: _____

Date: _____

