



PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE)

BIDDING DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG) ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE) AT QAUID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD



VOLUME – I

- Invitation for Bids
- Instructions to Bidders and Bidding Data
- Form of Bid & Schedules to Bid
- Conditions of Contract and Contract Data
- Standard Forms

March 2022



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BIDDING DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG) ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD

CONTENTS OF BIDDING DOCUMENTS

VOLUME I

- Invitation to Bid
- Instructions to Bidders
- Letter of Bid
- Schedules (A-I) to Bid
- Preamble to Conditions of Contract
- General Conditions of Contract
- Particular Conditions of Contract
- Standard Forms

VOLUME II

- Specifications - Special Provisions
- Specifications - Technical Provisions

VOLUME III

- Drawings

TABLE OF CONTENTS

INVITATIONS FOR BIDS

SECTION I: INSTRUCTIONS TO BIDDERS

<u>Clause No.</u>	<u>Description</u>	<u>Page No.</u>
A. GENERAL		
IB.1	Scope of Bid & Source of Funds	IB-1
IB.2	Eligible Bidders	IB-1
IB.3	Cost of Bidding	IB-1
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents	IB-1
IB.5	Clarification of Bidding Documents	IB-2
IB.6	Amendment of Bidding Documents	IB-2
C. PREPARATION OF BIDS		
IB.7	Language of Bid	IB-3
IB.8	Documents Comprising the Bid	IB-3
IB.9	Sufficiency of Bid	IB-3
IB.10	Bid Prices, Currency of Bid and Payment	IB-4
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	IB-4
IB.12	Documents Establishing Works Conformity to Bidding Documents	IB-4
IB.13	Bid Security	IB-4
IB.14	Validity of Bids, Format, Signing and Submission of Bid	IB-5
D. SUBMISSION OF BIDS		
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	IB-6
E. BID OPENING AND EVALUATION		
IB.16	Bid Opening, Clarification and Evaluation	IB-6
IB.17	Process to be Confidential	IB-9

F. AWARD OF CONTRACT

IB.18	Post Qualification	IB-9
IB.19	Award Criteria & Employer's Right	IB-9
IB.20	Notification of Award & Signing of Contract Agreement	IB-10
IB.21	Performance Security	IB-10
IB.22	Integrity Pact	IB-10

BIDDING DATA

IB-11

SECTION II: FORM OF BID AND SCHEDULES TO BID

FORM OF BID		FB-1&2
SCHEDULE - A TO BID:	Specific Works Data	A-1
SCHEDULE - B TO BID:	Works to be Performed by Subcontractors	B-1
SCHEDULE - C TO BID:	Proposed Programme of Works	C-1
SCHEDULE - D TO BID:	Method of Performing Works	D-1
SCHEDULE - E TO BID:	Integrity Pact (NOT USED)	E-1
SCHEDULE - F TO BID:	Bidder's Equipment Data	F-1
SCHEDULE - G TO BID:	Schedule of Essential Spare Parts	G-1
SCHEDULE - H TO BID	List of Approved Manufacturer	H-1
SCHEDULE - I TO BID:	Schedule of Prices	I-1

SECTION III: CONDITION OF CONTRACT AND CONTRACT DATA

1. General Provisions	CC-1
2. The Employer	CC-3
3. Engineer's/Employer's Representatives	CC-4
4. The Contractor	CC-4
5. Design by Contractor	CC-5
6. Employer's Risks	CC-5
7. Time for Completion	CC-6
8. Taking-Over	CC-7
9. Remedying Defects	CC-7
10. Variations And Claims	CC-8
11. Contract Price And Payment	CC-9

12. Default	CC-9
13. Risks And Responsibilities	CC-11
14. Insurance	CC-12
15. Resolution of Disputes	CC-12
16. Integrity pact	CC-13

CONTRACT DATA	CC-14
---------------	-------

SECTION IV: STANDARD FORMS

FORM OF BID SECURITY	BS-1&2
FORM OF PERFORMANCE SECURITY	PS-1&2
FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT	AP-1&2
FORM OF CONTRACT AGREEMENT	CA-1&2

SUMMARY OF CONTENTS

Subject

- (I) INVITATION FOR BIDS
- (II) INSTRUCTIONS TO BIDDERS & BIDDING DATA
- (III) FORM OF BID & SCHEDULES TO BID
- (IV) CONDITIONS OF CONTRACT & CONTRACT DATA
- (V) STANDARD FORMS

INVITATION FOR BIDS

PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE)

INVITATION TO BID

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG) ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD

1. PIDE, Pakistan's degree awarding specialized Institution in teaching and research in Economics and related Social Sciences working under the administrative control of Ministry of Planning Development and Special Initiatives invites sealed bids on 'Single Stage-One Envelope' basis from the eligible firms registered with Income Tax and Sales Tax Departments and who are also on Active Taxpayer's List of the Federal Board of Revenue having offices in Islamabad/Rawalpindi for the Supply, Installation, Testing and Commissioning of One (01) No. of new Imported Manufactured Elevator (630 KG) along with construction of elevator shaft at **East Academic Block of PIDE building, Islamabad.**
2. Bidding Documents, containing detailed terms and conditions, etc. are available at the below mentioned address. Price of the Bidding Documents is Rs. 1000/- (Rupees One Thousand only).
3. The Bids, prepared in accordance with the instructions in the Bidding Documents, must reach at the below mentioned address on or before _____, 2022 at 1030 Hours. Bids will be opened on the same day at 1100 Hours. This advertisement is also available on PPRA website at www.ppra.org.pk.

Acting Registrar,
Pakistan Institute of Development Economics (PIDE)
Quaid-i-Azam University Campus, Islamabad
Tele #:051-9248074, 051-9248077

SECTION I
INSTRUCTIONS TO BIDDERS
&
BIDDING DATA

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Employer has arranged funds from its own sources.

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-06 (ME-03) with valid license.

IB.3 Cost of Bidding

3.1 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.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

INSTRUCTIONS TO BIDDERS

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Specific Works Data
 - (ii) Schedule B: Works to be Performed by Subcontractors
 - (iii) Schedule C: Proposed Programme of Works
 - (iv) Schedule D: Method of Performing Works
 - (v) Schedule E: Integrity Pact (Not Used)
 - (vi) Schedule F: Bidder's Equipment Data
 - (vii) Schedule G: Schedule of Essential Spare Parts
 - (viii) Schedule H: List of Approved Manufacturers for
Items/Materials/Equipments
 - (ix) Schedule I: Schedule of Prices
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
 - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications including Equipment Schedule
6. Drawings

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

- 6.1 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.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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.

- 6.3 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.

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer 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.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter.
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to I) to Bid including Schedule of Prices duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 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, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

INSTRUCTIONS TO BIDDERS

- 9.2 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.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 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.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period up to ninety (90) days beyond the bid opening date.

INSTRUCTIONS TO BIDDERS

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 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.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 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 16.4 (b) 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.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid 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.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 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

INSTRUCTIONS TO BIDDERS

bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 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 Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/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

INSTRUCTIONS TO BIDDERS

price or substance of the Bid shall be sought, offered or permitted.

- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer 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. It will include determining the requirements listed in Bidding Data.

- (b) 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 price Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of price Bid will be corrected by the Employer 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.

- 16.5 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.

- 16.6 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 other bidders.

- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

- (a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

INSTRUCTIONS TO BIDDERS

(b) 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 material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/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 arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii) and (iii), following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

INSTRUCTIONS TO BIDDERS

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer 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 procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors 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.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, 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 satisfactory perform the Contract in accordance with the provisions of Clause IB.18.

INSTRUCTIONS TO BIDDERS

- 19.2 Notwithstanding Sub-Clause IB.19.1, 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 of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 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.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 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.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 a) Name of Employer

Acting Registrar, Pakistan Institute of Development (PIDE) at Quaid-e-Azam University (QAU) Campus, Islamabad

b) Brief Description of Works

The Scope of Work under this bid is consisting of but not limited to:

- i. Supply, installation, testing and commissioning of one (01) new imported elevator (630 kg) along with construction of elevator shaft at Pakistan Institute of Development Economics (PIDE) at Quaid-e-Azam (QAU) Campus, Islamabad
- ii. Associated civil and electrical works required for complete installation of Elevator at the locations, approved by the Employer/Engineer.

2.1 The whole text of Sub-Clause IB 2.1 is replaced with the following paragraph.

Bidding is open to all firms meeting the following requirements:

- a) duly licensed by Pakistan Engineering Council (PEC) in category C-06 (ME-03) or higher;
- b) registered with Income Tax Departments and is on Active Taxpayers List of Federal Board of Revenue (FBR); and
- c) has not been blacklisted/debarred by the Employer or any other Government/Semi Government Department.

5.1 (a) Employer's address:

Acting Registrar
Pakistan Institute of Development (PIDE)
Quaid-e-Azam University (QAU) Campus
P.O. Box. 1091

Islamabad
Tel: +92-51-9248074, +92-51-9248077
Fax: +92-51-9248065

(b) Engineer's address:

Mr. Zargham Eshaq Khan
Vice President/Head
Building Services Division, NESPAK
IEEEP Building, 17-C-1, Civic Center, Faisal Town, Lahore 54700 –
Pakistan
Tel: +92-42-99232261-74
Fax: +92-42-99232275

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The whole paragraph 11.2 is replaced as under.

For the purposes of this particular Contract, bidders shall meet the following minimum qualifying criteria.

- i) Updated PEC registration in C-06 (ME-03).
- ii) Sub contractor detail with experience in civil (Mechanical Structure) works of similar nature shall be provided with the Bid.
- iii) Annual turnover in construction work of 10 million Pak Rupees equivalent.
- iv) Successful experience as contractor in the execution of at least Five (05) projects of a nature and complexity with proposed brand comparable to the works within the last five years; this experience should include Supply, Installation, Testing and Commissioning and Operation & Maintenance of elevator works.
- v) Authorized distributor of the proposed brand from last two (02) years in Pakistan.
- vi) Successful experience of proposed brand's manufacturer of twenty (20) years in international market. EN-complied model will be acceptable only.
- vii) A certified Graduate Engineer/DAE as Project Manager with Five (05) years' experience in works of a comparable nature and complexity.
- viii) Liquid assets and/or evidence of access to or available facilities credit of no

less than 20 million Pak Rupees equivalent.

ix) No litigation Certificate.

13.1 Amount of Bid Security

Minimum 2% of the Bid Price which is _____/- PKR.

14.1 Period of Bid Validity

Ninety (90) days beyond the last date for the opening of bids.

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.

14.4 Number of Copies of the Bid to be Submitted

One (01) duly filled in and signed original plus one (01) copy.

14.6 Employer's Address for the Purpose of Bid Submission

Acting Registrar
Pakistan Institute of Development (PIDE)
Quaid-e-Azam University (QAU) Campus
P.O. Box. 1091
Islamabad
Tel: +92-51-9248074, +92-51-9248077
Fax: +92-51-9248065

15.1 Deadline for Submission of Bids

_____, 2022 up till 1030 hours

16 Bid Opening, Clarification and Evaluation

16.1 Venue, Time, and Date of Bid Opening

Venue: Pakistan Institute of Development (PIDE) at Quaid-e-Azam University (QAU) Campus, P.O. Box. 1091, Islamabad

Time: 1100 hours

Date: _____, 2022

22 **Integrity Pact**

(NOT USED)

The following new Sub-Clause is added at the end of Clause 22:

23 **Alternate Bid**

Alternate Bids are not acceptable and only main bids will be considered for price comparison.

SECTION II

FORMS OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

Supply, installation, testing and commissioning of one (01) no., of new imported manufactured elevator (630 kg) along with construction of elevator shaft at Pakistan Institute of Development Economics (PIDE) at QAU, Islamabad

To:

Acting Registrar
Pakistan Institute of Development (PIDE)
Quaid-e-Azam University (QAU) Campus
P.O. Box. 1091
Islamabad
Tel: +92-51-9248074, +92-51-9248077
Fax: +92-51-9248065

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices 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 Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total 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 of ninety (90) days beyond the period of Bid opening date.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver

FORM OF BID

and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of ninety (90) 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 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.

Dated this _____ day of _____, 2022

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

Schedule A to Bid: Specific Works Data

Schedule B to Bid: Works to be performed by Subcontractors

Schedule C to Bid: Proposed Programme of Works

Schedule D to Bid: Method of Performing Works

Schedule E to Bid: Integrity Pact (NOT USED)

Schedule F to Bid: Bidder's Equipment Data

Schedule G to Bid: Schedule of Essential Spare Parts

Schedule H to Bid: List of Approved Manufacturers for Items/Materials/Equipments

Schedule I to Bid: Preamble to Schedule of Prices & Schedule of Prices

SCHEDULE – A TO BID

SPECIFIC WORKS DATA

SEE TECHNICAL SPECIFICATIONS

INITIALS OF SIGNATORY TO BID

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SCHEDULE – B TO BID

WORKS 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.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

Note:

1. No change of Sub-Contractors 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 works, year completed and name & address of the clients.

INITIALS OF SIGNATORY TO BID

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SCHEDULE – C TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works 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 requisite civil works, erection, testing, commissioning, operation and maintenance of Works to be supplied under the Contract.

INITIALS OF SIGNATORY TO BID

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SCHEDULE – D 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 erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site.
- The procedure for installation of equipment and transportation of equipment and materials to the Site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

INITIALS OF SIGNATORY TO BID

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**SCHEDULE – E TO BID
INTEGRITY PACT
(NOT USED)**

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

SCHEDULE – F TO BID

BIDDER'S EQUIPMENT DATA

Note: Data provided hereunder will be scrutinized for general conformity with requirements of Bidding Documents. Acceptance of Bid will not mean acceptance of these data. The Bidder will have to submit detailed equipment submittals for approval of the Engineer in accordance with the particulars of items specification later after award of Contract. Failure to complete these forms may make the Bid non-responsive.

Type written technical data on loose sheets if submitted by the Bidder will not be considered and will be simply ignored.

Technical catalogues are required only to substantiate the data provided in these forms. Catalogues of equipment not listed in these forms shall not be submitted and if submitted, will be ignored. Acceptance of Bid will not mean the acceptance of information given in those catalogues.

A. MRL Type 630 Kg Elevators

Bidder Information

1. Make
2. Country of manufacture
3. Model

B. TECHNICAL DATA

Sr. No.	Description	Minimum Requirement	Bidder's Compliance (Item Wise)
01	Type	Machine Room Less (MRL) VVVF Passenger Elevator for building use, fully complied with EN 81 standards.	
02	Capacity	630 Kg/8 persons	
03	Elevator Speed	1.0 m/sec.	
04	Travel Height	13 meters (As per site)	
05	No of Stops/Openings	04/04 (Ground + 3 upper Floors)	
06	Internal Car Sizes (w x d x h)	(1100mm x 1400mm) x 2300 mm Tentative	
07	Machine Type	VVVF AC gearless drive	
08	Car & Counterweight Guide Shoes	Sliding guide shoes	
09	Drive Location	Above in shaft (MRL Type)	
10	Control System	Simplex Full Microprocessor Control	
11	Architraves	Standard Stainless Steel satin finish at all floors.	
12	Elevator Shaft Size	1676mm x 2057mm (To be Construct)	
12	Pit Depth	1300mm	
13	Head Room	4267 mm (To be Construct)	
14	Buffers	Oil buffers of spring return type or as recommended by elevator EN 81 Standards	
15	Door Size	900mm x 2100mm	
16	Door Operation & Type	VVVF control, Power operated, telescopic opening stainless steel panel construction and fire rating of 2 hr.	

17	Indicators	<ul style="list-style-type: none"> - 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. 	
18	Landing Call Station	<ul style="list-style-type: none"> - LED touch screen type glass/stainless steel panel with call acceptance illuminated indications 	
19	Car Station (02 Nos stations each elevator) (One for wheelchair users as per EN 81-70)	<ul style="list-style-type: none"> - Integral with the car and constructed of glass/stainless steel and recessed/flushed with wall. Separate handicapped car operating panel with push buttons be included. - It shall include alarm buttons, floor call buttons, door open/hold button, key-operated attendant switch, fan switch, intercom, all buttons shall be of LED touch screen/stainless steel type as approved by the engineer 	
20	Car Design	<ul style="list-style-type: none"> - Back painted glass/stainless steel as approved by the client/employer. - Car door of stainless steel (hairline finish) construction as approved by the client/employer. - Full width half height mirror on rear wall or as per manufacturer design. - Ceiling removable type full extended poly carbonate diffuser with modular light fittings as approved by engineer - Ventilation Blower (Pre-Installed) - Handrails on two side - Granite Floor - Inter Telecommunication system - Emergency exit - Load measuring device with overload buzzer and inter-lock till overload is removed. - LED Lighting 	-
21	Door Safety Devices	<ul style="list-style-type: none"> - Full height Light curtain protection (2D) - Door opening timing feature 	
22	Special Features	<ul style="list-style-type: none"> - Attendant control - Emergency operation and fireman switch. - Emergency lighting & alarm unit. - Earthquake control system - Voice guidance system - Connected with building control - Suitability for 45°C ambient temperature - Phase reversal failure indication & interlock - Manufacturer Security Cameras for surveillance (Connection with building safety/security is included in Contractor's scope) 	

		<ul style="list-style-type: none"> - ERD Device (Emergency Rescue Device with battery backup) - Fire rated cables. 	
23	Interior Finish	Superior/Highest/Executive quality as per approval of engineer	
24	Minimum Functions	<ul style="list-style-type: none"> -Direct Leveling -Optimum travel curve -Re-running automatically when elevator is re-powered - Car location adjusted automatically - Load compensating - Travel Counter - Over/Under voltage protection - Phase trip protection - Over current protection - Over heat protection - Encoder trip protection - Contact adhered protection - Bi-directional over speed protection - Reversal protection - Travel over time protection - Final terminal protection - Over load protection - Anti door lock bridge - Automatic by-pass hall call while full load - Level for self-helping - Travel to next floor when open door trip - Emergency illumination in car -Emergency alarm - Automatic car fan - Automatic car lighting - Fire return feedback - Settable landing number - Automatic parking, parking floor - Car call cancelable - Parking key switch, landing - Fire return (Phase I), Main landing -Hoist way lighting - Car door button 	-
25	Power Supply	<ul style="list-style-type: none"> - 3 Phase / 400V / 50 Hz. - 1Phase/230V/50 Hz. (for lighting) 	

26	Ambient Condition	0°C to 40°C	
27	Inspection & Test	English	
28	Elevator Mode	Two Mode: <ul style="list-style-type: none"> - Normal Mode: From the car or from the landing. - Maintenance Mode: Low speed (inspection running). 	
29	Design Life	25 Years	

INITIALS OF SIGNATORY TO BID

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SCHEDULE – G TO BID

SCHEDULE OF ESSENTIAL SPARE PARTS

Bidder shall enter item-wise price of spare parts and enter the sum total in Schedule of Prices Item, "Essential Spare Parts". (Ref: Specifications, Technical Provisions,)

Following is for information only. These spare parts will be purchased by Client after defect liability period of two years. All spare parts for two years of defect liability period is full responsibility of Contractor and included in the SOP-1 item no 1.

S.No.	Spare Parts	Unit	Qty	Unit Rate Rs.	Amount Rs.
1	2	3	4	5	6

INITIALS OF SIGNATORY TO BID

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SCHEDULE-H TO BID

LIST OF APPROVED MANUFACTURERS FOR ITEMS/ MATERIALS/EQUIPMENT

The Bidder should note that only Equipment/materials from the following approved manufacturers or approved equal shall be allowed to be used on this Project provided their products meet the specified requirements. Any approved or approved equal brands will be accepted only after meeting requirements of the Bidding Documents.

SR. NO.	EQUIPMENT/ MATERIAL	RECOMMENDED MANUFACTURER/ SUPPLIER OR APPROVED EQUAL	COUNTRY (origin, manufacturing, assembly, testing & supply)
1.	Elevator	DOPPLER HYUNDAI KOHLER KONE MITSUBISHI MITSUBISHI SHANGHAI ORONA OTIS SCHINDLER SIGMA THYSEENKRUPP	WEST EUROPE KOREA/CHINA WEST EUROPE WEST EUROPE/CHINA JAPAN CHINA WEST EUROPE WEST EUROPE/CHINA WEST EUROPE/CHINA KOREA/CHINA WEST EUROPE/CHINA
2.	Low Voltage Panel Distribution Board (DB)	ELECTRECH SIEMENS PEL BILAL SWITCHGEAR MESI ALSTOM/AREVA	PAKISTAN
3.	LV and Control Cables and Wires (600/1000V)	PAKISTAN CABLES PIONEER CABLES NEWAGE CABLES FAST CABLES	PAKISTAN
4.	PVC Conduit and Accessories	BETA POPULAR GALCO	PAKISTAN
5.	Steel Conduit and Accessories	HILAL INDUSTRIES ILL JAMAL PIONEER BASHIR	PAKISTAN
6.	MCCBs, MCB	MERLIN GERLIN (MG)	FRANCE/GERMANY/

		SIEMENS ABB LEGRAND TERASAKI	ITALY/JAPAN
7.	Magnetic Contactors	ABB PANASONIC GREEN POWER TELEMECANIQUE	ITALY/FRANCE/JAPAN
8.	ACBs, ELCBs	ABB SIEMENS MG TERASAKI	ITALY/GERMANY/ FRANCE/JAPAN
9.	Relays and Timers	FINDER INTER	ITALY/TURKEY
10.	PFI Relays	NOKIAN ENTES	FINLAND/JAPAN/ TURKEY
11.	Voltmeters/Ammeters	CIRCULOR REVALCO INTER ENTES	ITALY/TURKEY
12.	Selector Switches/Push Button	KRAUS & NAIMER ABB LEGRAND REVALCO	SWEDEN/FRANCE/ ITALY
13.	Indication Lamps	LEGRAND BRETER ABB TELEMECANIQUE	FRANCE/ITALY
14.	Terminal Blocks	LEGRAND ABB PHOENIX CABOUR	FRANCE/ITALY/JAPAN
15.	LV Change over Switch Capacitors	SOCOMEK, ABB, AMBER, NOKIAN, DUCATI	FRANCE/GERMANY/ JAPAN/PAKISTAN
16.	Paint	ICI, MASTER PAINTS, BERGER	PAKISTAN
17.	Fasteners, Hanging Rods, Rawal Plugs etc.	FISHER , HILTI, SPIT	WEST EUROPE
18.	Submersible Pumps	KSB	Pakistan
19.	Exhaust Fan	PAKFAN	Pakistan

CLIMAX
ROYAL
SK
LAHORE

- | | | |
|-----|--|--|
| 20. | All equipment/
Materials other than
stated above | Make and Country of Origin approved
by Engineer |
|-----|--|--|

Note: The above elevator mentioned in Sr. No. 1 should be fully compliant with latest EN 81 standards. All major elevator components shall be manufactured/ assembled in the manufacturers authorized factories/plants and shall be quoted only from Constructors/ authorized agents of manufacturer in Pakistan. Any approved equal brand shall minimum comply the pre-qualification criteria as below.

1. Successful experience of at least Five (05) projects of a nature and complexity comparable to the works within the last five years in Pakistan; this experience should include Supply, Installation, Testing and Commissioning and Operation & Maintenance of elevator works.
2. Authorized distributor of the proposed brand for minimum Two (02) year in Pakistan
3. Successful experience of proposed brand's manufacturer of twenty (20) years in international market.
4. Compliance statement of technical specification from the equipment manufacturer.
5. Comparison of each part/system of proposed brand with one of the brands provided in suggested manufacturer's list along with the test reports.
6. Approved equal brand shall clearly be mentioned in the technical bid along with above said information.

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 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 works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

PKR/Rs	Pakistani Rupees
No.	Number
Lot	Item(s) including all accessories
SFT	Square Feet
Rm	Running Meters

4. Rates and Prices

- 4.1 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 works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be

included in the rates and prices.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the 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.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc., required for the complete installation and satisfactory operation of the Works, 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 of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sum

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.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

OFFERED PRICE OF SOP-1 IN WORDS	Rs _____
OFFERED PRICE OF SOP-2 IN WORDS	Rs _____
TOTAL OFFERED PRICE IN WORDS	Rs _____
DISCOUNT IF ANY ON OFFERED PRICE	Rs _____
PRICE AFTER DISCOUNT	Rs _____

INITIALS OF SIGNATORY TO BID

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG) ALONG
WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDF) AT QAID-
E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD**

**ELEVATOR WORKS
SCHEDULE OF PRICES
SUMMARY OF TOTAL COST**

1	SOP-1 (SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF NEW ELEVATORS)	TOTAL PRICE (1) = Rs.	<div></div>
2	SOP-2 LIFT WORK (CIVIL)	TOTAL PRICE (2) = Rs.	<div></div>
3	DISCOUNT (IF ANY)	DISCOUNT (3) = Rs.	<div></div>
4	TOTAL PRICE	TOTAL PRICE ((1+2)-3) = Rs.	<div></div>

Signatory to Bid. _____

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG) ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT ECONOMICS (PIDE) AT QAUID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD

SCHEDULE OF PRICES

SOP-1 - (SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF NEW ELEVATOR)

Item No.	Description	Unit	Quantity	Unit Rate (Rs)	Total Amount(Rs) col 4 x col 5
1	2	3	4	5	6
1	ELEVATOR Supply, installation, testing, and commissioning of imported brand new passenger Elevator, Machine Room Less (MRL), heavy duty fully complied and certified by EN 81 Standards and for public use in buildings of minimum features including but not limited to VVVF high efficiency motor, complete stainless steel finish, indoor type for ambient condition of 40 °C, capacity of 630 Kg/08 persons , speed 1.0 m/sec, 04stops/04 openings, total travel height 13m , entrance 900mm . Lift shall minimum includes car, hoisting machinery, counter-weight, supports, brackets, automatic controls, embedded parts, access ladder, separator screen & trap door, electric overload, shaft lightening, intercom system, gong, emergency operation for cabin/door, emergency rescue device (ups/battery) safety devices, pre-shipment inspection by third party, one (01) year defect liability period and all spare parts for use for one (01) year of defect liability period complete in all respects as per specification and according to EN 81 standard compliance. All taxes/duties shall be included. (Also Refer to Technical data sheet)	NO	1		
2	Electrical & Ancillary Works for elevators , fans including outside DB, breakers cabling and other accessories etc. (Complete in all respect).	LOT	1		
3	Supply and installation of exhaust fan propeller type of size 800 CFM (SP 0.2 inch of WG)	NO	1		
4	Third Party validation of installation, testing & commissioning	LOT	1		
5	Regular daily Operation (16 hrs/day, 06 days/week & 300 days/year) & maintenance of one (01) elevator for One (01) year	Month	12		
6	Provisional sum				100,000

TOTAL (Rs.)

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG)
ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT
ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD**

SCHEDULE OF PRICES

SOP-2 - LIFT WORK (CIVIL/MECHANICAL)

ITEM NO.	PAK PWD SCH. 2012/ N.S REF	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
GENERAL NOTE. SCOPE : <i>(Applicable to all sections)</i> Supply, installation, testing and commissioning of the following items of work, including all labour, tools, plant, accessories, etc. required for completion of each item as per specifications and as approved by the Engineer.						
<p align="center">SECTION A</p> <p><u>CIVIL WORKS</u></p> <p><u>PART-I (SCHEDULE ITEMS)</u></p>						
LF-C- 1	(103-19)	Excavation for wells, circular underground tanks and soak spits etc., in all kinds of soil (except gravelly and murum soil, wet silt clay or mud, conglomeration of gravel and boulders, soft. sandy or disintegrated and hard rock) and back filling the excavated material all round the trenches including breaking clods, watering, consolidation by ramming in layers not exceeding 9 inches (229 mm) in depth to full compaction, dressing and disposal of surplus excavated stuff as directed, lead up to one chain (30.5 Ru.m) and lift up to 5 feet (1.52 m).	%Cft	318		
	(103-28)	5'-00" to 8'-00" Depth	%Cft	64		
LF-C- 2	(105-14) + (105-27) + (105-39)	Providing and laying 1:4:8 (1 cement 4 Lawrencepur sand and 8 coarse aggregate) cement concrete using crushed graded boulders 1 inch (25 mm) and down gauge in foundation including leveling, compacting and curing etc.complete.	%Cft	15		
LF-C- 3	(108-12)	Providing 4 coat of bitumen emulsion at 10 Lbs. per % sft. (0.49 Kg/sm) on walls and floor in ground floor.	%Sft	512		
LF-C- 4	(114-2) + (114-134) + (114-137) + (114-146)	Providing and laying reinforced cement concrete using crush graded boulders 3/4 inch (19 mm) and down gauge, Lawrencepur sand having a minimum works cube crushing strength of 3750 lbs. per sq inch at 28 days with a mix not leaner than 1:1-1/2:3 raft or strip foundation with columns and pillars, of any shape including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in foundation basement and plinth	%Cft	91		

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG)
ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT
ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD**

SCHEDULE OF PRICES

SOP-2 - LIFT WORK (CIVIL/MECHANICAL)

ITEM NO.	PAK PWD SCH. 2012/ N.S REF	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
LF-C- 5	(114-9) + (114-134) + (114-137) + (114-146)	Providing and laying reinforced cement concrete using crush graded boulders 3/4 inch (19 mm) and down gauge, Lawrencepur sand having a minimum works cube crushing strength of 3750 lbs. per sq inch at 28 days with a mix not leaner than 1:1-1/2:3 in straight walls more than 6 inches (152 mm) thick including form work and its removal, compacting and curing etc. but excluding the cost of reinforcement, in foundation basement and plinth	%Cft	69		
	(114-30) + (114-134) + (114-137) + (114-146)	Fourth Floor	%Cft	124		
	(114-92) + (114-93) + (114-162)					
LF-C- 6	(114-56) + (114-134) + (114-137) + (114-146) + (114-92) + (114-93) + (114-164)	Providing and laying reinforced cement concrete using crush graded boulders 3/4 inch (19 mm) and down gauge, Lawrencepur sand having a minimum works cube crushing strength of 3750 lbs. per sq inch at 28 days with a mix not leaner than 1:1-1/2:3 in ordinary slab 5 inches to 6 inches (152 mm) thick including M.S Plates form work and M.S pipe folding and its removal compacting and curing etc. complete but excluding the cost of reinforcement, in 4th floor slab.	%Cft	30		

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG)
ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT
ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD**

SCHEDULE OF PRICES

SOP-2 - LIFT WORK (CIVIL/MECHANICAL)

ITEM NO.	PAK PWD SCH. 2012/ N.S REF	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
LF-C- 7	(114-166)	Providing and laying hard grade ribbed deformed (minimum yield point 60,000 psi) reinforcement bars with & including the cost of straightening, cutting, bending, binding, wastage, and such overlaps as are not shown in the drawings, placing in position on cement concrete 1:2:4 precast or m.s. chairs, tying with binding wire, cost of chairs and wires etc. in all kinds of RCC work in foundation, basement, plinth and ground floor of building including septic tanks and under ground tanks and in projections for future extension .	Kg	883		
	(114-166) +					
	(114-174)	Fourth Floor	Kg	460		
	(114-175)					
LF-C- 8	(118-16) +	Providing and fixing 1/2 inch thickness upto 3/4 inch thick in white marble tiles above 144 Sq. inches (928 Sq.cm) size fine dressed on the surface without windings in dado and skirting and facing etc. in ground floor over 1/2 inch (13 mm) thick base of cement mortar 1:3 setting of tiles in slurry of grey cement over mortar base including filling the joints and washing the tiles with white cement slurry curing, finishing, cleaning and polishing etc. in internal work complete..	%Sft.	28		
	(118-22)					
	(118-16) +					
	(118-22)	First Floor	%Sft.	28		
	(118-28)					
	(118-16) +					
	(118-22)	Second Floor	%Sft.	28		
	(118-28)					
	(118-29)					

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG)
ALONG WITH CONSTRUCTION OF ELEVATOR SHAFT AT PAKISTAN INSTITUTE OF DEVELOPMENT
ECONOMICS (PIDE) AT QUAID-E-AZAM UNIVERSITY (QAU) CAMPUS, ISLAMABAD**

SCHEDULE OF PRICES

SOP-2 - LIFT WORK (CIVIL/MECHANICAL)

ITEM NO.	PAK PWD SCH. 2012/ N.S REF	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
LF-C- 9	(122-4)	1/2" (13 mm) thick cement plaster 1:4 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners, and curing etc., complete .				
	(122-4) +					
	(122-87)	Fourth Floor	%Sft	192		
	+					
	(122-90)					
LF-C- 10	(122-172)	Painting three coats with weather shield paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	%Sft	192		
LF-C- 11	(123-13)	Dismantling lime or cement concrete in foundation or under floor basement, plinth and ground floor and disposing of surplus material as directed within three chains (91.5 m)..	%Cft.	45		
LF-C- 12	(123-13) +	Dismantling R.C.C. including separating reinforcement from concrete in foundation,				
	(123-19)	basement, plinth and ground floor including				
	+	stacking at site and disposing of unserviceable	%Cft.	44		
	(123-20)*3	material within three chains (91.5 m)				
TOTAL SCHEDULED ITEMS=						

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (01) NEW IMPORTED ELEVATOR (630 KG)
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SCHEDULE OF PRICES

SOP-2 - LIFT WORK (CIVIL/MECHANICAL)

ITEM NO.	PAK PWD SCH. 2012/ N.S REF	DESCRIPTION	UNIT	QTY.	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
PART-II (NON- SCHEDULE ITEMS)						
LF-C- 13	NS-01	Providing and fixing M.S tube Column ,M.S guide rail size 5"x5"x1/4" and MS tube size 5"x5"x1/8" including welding all the sides of the section at the junction, base plates size 9"x9"x1/2" thick and 5/8" dia 4" long concrete expansion anchor bolts,including red oxide primer ,enamel paint etc. complete with erecting in position in steel frames etc. as per design at any floor	Kg	2350		
LF-C- 14	NS-02	Removal of Stair railing complete all as specified.	Rft	65		
ALUMINUM WORKS						
Ref. Spec. No. 6220, 6250						
LF-C- 15	NS-03	Providing and fixing glass (8mm thick tinted tempered) around lift steel sturture skeleton as per configuration of steel structure with PVC gaskets, vibration control mechanism silicon sealent tape nut bolts ,spiders etc and other fitting as per required complete in all respects as per approved shop drawings approved by the Engineer.	Sft	1110		
TOTAL NON-SCHEDULED ITEMS=						
TOTAL SCHEDULED & NON-SCHEDULED ITEMS=						

SECTION III

CONDITIONS OF CONTRACT AND CONTRACT DATA

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

CONDITIONS OF CONTRACT

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE EMPLOYER**

2.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorised Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security in the form of Bank

Guarantee for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to

CONDITIONS OF CONTRACT

which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be

CONDITIONS OF CONTRACT

prescribed by the Employer/Engineer for the same; and

The Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor, the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (07) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the

CONDITIONS OF CONTRACT

Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 **Terms of Payments**

The Contractor shall be paid as per terms mentioned in the Contract Data.

11.2 **Retention**

Retention money shall be paid by the Employer to the Contractor as per details provided in Contract Data.

11.3 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within

CONDITIONS OF CONTRACT

fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

CONDITIONS OF CONTRACT

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the

CONDITIONS OF CONTRACT

types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, 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 twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

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 arbitral award.

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 The Employer means

Acting Registrar, Pakistan Institute of Development (PIDE) at Quaid-e-Azam University (QAU) Campus, P.O. Box. 1091, Islamabad

1.1.5 The Contractor means

1.1.7 **Commencement Date** means the date of issuance of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion for whole of the Works shall be Ninety (90) calendar days from the Commencement Date.

1.1.20 Engineer

The word "Engineer" wherever appearing in the Bidding Documents means:
Mr. Zargham Eshaq Khan, Vice President/Head
Building Services Division, NESPAK
IEEEP Building, 17-C-1, Civic Center, Faisal Town, Lahore 54700 – Pakistan

1.3 Priority of Documents:

- (a) The Contract Agreement;
- (b) Letter of Acceptance;
- (c) The completed Forms of Bid (i.e., Form of Technical Bid and Form of Price Bid);
- (d) Contract Data;
- (e) Conditions of Contract;
- (f) The completed Schedules to Bid including Schedule of Prices;
- (g) The Specifications comprising Special provisions and Technical provisions; and
- (h) The Drawings.

2.1 **Provision of Site:** The Employer shall provide the Site and right of access thereto on the Commencement Date.

3.1 Authorized Person:

Acting Registrar,
Pakistan Institute of Development (PIDE) at Quaid-e-Azam University (QAU)
Campus, P.O. Box. 1091, Islamabad

3.2 Name and address of Engineer's/Employer's Representative:

Mr. Muhammad Mukrram Amin
Senior Engineer/Project Manager
Building Services Division, National Engineering Services Pakistan (Pvt.) Limited
(NESPAK) IEEEEP Building, 17-C-1, Civic Center, Faisal Town, Lahore 54700 –
Pakistan
Tel: +92-42-99232261-74 Ext: 114

4.4 Performance Security:

Amount: Ten (10%) of the total Contract Price (stated in the Letter of Acceptance) in the form of Bank Guarantee from a Scheduled Bank of Pakistan.

Validity: Fourteen (14) days after the issuance of Maintenance/DLP Certificate, pursuant to CC Sub- Clause 9.1 read together with Contract Data.

5.1 Requirements for Contractor's design:

Design/Shop drawings shall be submitted by the Contractor for approval.

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of programme: Bar Chart.

7.4 Late Completion:

Amount payable due to failure to complete the Works within Time for Completion shall be 0.1% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance.

9.1 Period for remedying defects

Twelve (12) months from the date of issuance of Taking over Certificate.

10.2 (e) Variation procedures:

Day work rates (Not Applicable).

11.1 Terms of Payment

The Total Contract Price shall be paid as follows:

A) Payment to the Contractor against item 1 of SOP-1 shall be made in the following manner:

- a) Ten percent (10%) of the SOP-1 item-1 as non-recoverable advance shall be paid after (i) receipt of an acceptable Performance Security by the Employer in accordance with Sub-Clause 4.4; (ii) execution of Form of Contract Agreement by the Parties hereto; (iii) receipt of an acceptable bank guarantee by the Employer for the same amount and currency of the advance payment from a scheduled bank of Pakistan, in the prescribed form; and (iv) receipt of Contractor's invoice for advance payment by the Engineer.

Such advance Payment Guarantee shall be returned after the issuance of Taking over Certificate (TOC).

- b) Thirty percent (30%) of the SOP-1 item-1 of each consignment shall be paid after approval of technical submittals of Imported Equipment by the Engineer or Engineer's Representative and upon submission of Letter of Credit (L/C) (in original) established by the Contractor for payment to the Manufacturer. The charges for the establishment (i.e., opening and retirement) of L/C and subsequent charges for modifications and extension shall be borne by the Contractor.
- c) Twenty percent (20%) of the SOP-1 item-1 of each consignment of Imported Equipment shall be paid upon submission of the following documents:
 - 1) Notice to deliver, issued by the Engineer or Engineer's Representative after pre-shipment inspection at Manufacturer's Premises, upto his satisfaction.
 - 2) Shipping Documents comprising:
 - i. Payment/Commercial Invoice duly certified by the Engineer or Engineer's Representative;
 - ii. Clean on board Bill of Landing or airway Bill issued by freight forwarder;
 - iii. Certificate or Policy of Marine Insurance covering transit insurance from Ex-works to the Project Site of the portion of the Equipment for which Certificate of Payment is requested; and
 - iv. Packing List.
 - 3) Certificate of Origin (in original), issued by the Manufacturer.
 - 4) Inspection Certificate or Letter of Waiver, issued by the Engineer or Engineer's Representative.

CONTRACT DATA

- 5) Any other document as necessary due to statutory requirement.
- d) Ten percent (10%) of the SOP-1 item-1 of each consignment of Imported Equipment shall be paid upon arrival at Karachi port and upon issuance of Inspection Certificate by the Engineer or Engineer's Representative following inspection of Imported Equipment at Karachi port upto his satisfaction.
 - e) Ten percent (10%) of the SOP-1 item-1 of each consignment shall be paid on delivery of Imported Equipments at Site and upon issuance of Inspection Certificate by the Engineer or Engineer's Representative following inspection of the Imported Equipment up to his satisfaction.
 - f) Ten percent (10%) of the SOP-1 item-1 of Imported Equipment shall be paid after Completion of Installation up to the satisfaction of the Engineer or Engineer's Representative and submission of invoice for the same amount duly certified by the Engineer or Engineer's Representative.
 - g) Ten percent (10%) of the SOP-1 item-1 of Imported Equipment shall be paid on completion of Testing and Commissioning of Lifts up to the satisfaction of the Engineer or Engineer's Representative and after issuance of Taking Over Certificate (TOC) and submission of invoice for the same amount duly certified by the Engineer or Engineer's Representative.
- B) Payment against SOP-1 Item 2, 3 & 4 will be paid after complete installation, testing, commissioning and third party validation of elevator works.
- All above payments shall be made after deduction of all applicable taxes and retention money (5%).
- C) Payment for defect liability period (item 5 of SOP-1) will be paid on monthly basis during operation after deduction of applicable taxes only.
- D) Payment against SOP-2 will be paid as under:
- a) Sixty percent (60%) of SOP-2 will be paid after delivery of all material at site and verified up to Engineer's satisfaction.
 - b) Twenty Five percent (25%) of SOP-2 after completion of civil works up to Engineer's satisfaction.
 - c) Fifteen percent (15%) of SOP-2 issuance of taking over certificates.

All payments against item D shall be made after deduction of all applicable taxes and retention money (5%).

All above payments shall be made after deduction of all applicable taxes which are deemed to be included in the Contract Value as per Sub-Clause 4.3 & 4.5(a) of

Preamble to Schedule of Prices (SOP).

11.2 **Percentage of retention:** Five (5) % of the Amount as described above.

Period for release of retention money: Within fourteen (14) days after issuance of Completion Certificate.

11.3 **Currency of payment:** Pak. Rupees.

14.1 **Insurances:**

Type of cover

The Works.

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%).

Type of cover

Contractor's Equipment.

Amount of cover

Full replacement cost.

Type of cover

Third Party-injury to persons and damage to property:

Rs. 500,000/- (Rupees Five Hundred Thousand only)

Workers:

As per prevailing Laws.

14.2 **Amount to be recovered**

Premium plus fifty percent (50%).

15.3 **Arbitration**

Place of Arbitration: Islamabad.

16 **Integrity Pact**

Not Used.

SECTION IV

STANDARD FORMS

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of ninety (90) days beyond the period of bid opening date;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or.

FORM OF BID SECURITY

- (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,
the entire sum be paid immediately to the said Employer for delayed completion and not as penalty 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 Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name

3. Title

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (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 Rs. _____ Rupees _____) 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 advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (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 fulfillment 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, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 20 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) 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) Letter of Acceptance;
 - (c) The completed Forms of Bid (i.e., Form of Technical Bid and Form of Price Bid);
 - (d) Contract Data;
 - (e) Conditions of Contract;
 - (f) The completed Schedules to Bid including Schedule of Prices;
 - (g) The Specifications comprising Special provisions and Technical provisions;
and
 - (h) The Drawings.
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 within 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.

FORM OF CONTRACT AGREEMENT

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.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, title and Address)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank of Pakistan) 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 Supply, Installation, Testing, Commissioning and Operation & Maintenance during Defect Liability Period Elevator Works For Large Tax payer unit at Tax House Building, Lahore.

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 the 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 9, Remedying Defects, of Conditions of Contract are fulfilled.

FORM OF PERFORMANCE SECURITY

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 defences 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, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)