BANK OF KHYBER BRANCH HAYATTABAD, PESHAWAR

TENDER DOCUMENTS FOR

SUPPLY, INSTALLATION, TESTING COMMISSIONING, OPERATION AND MAINTENANCE OF PASSENGER LIFTS

SEPTEMBER 2016

<u>ARCHITECT</u>

RAEES FAHEEM ASSOCIATES

15-C PHASE 5 DHA,LAHORE. TEL: 37182227,37182229

ASSOCIATED CONSULTANTS



ACS ENGINEERING CONCERN

SUITE #402,4TH FLOOR, LAND MARK PLAZA JAIL ROAD LAHORE. PH: 042-5026079,5711982 FAX-5711982

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INSTRUCTIONS TO TENDERERS

GENERALITIES

1- INTRODUCTION

- 1.1 The purpose of these instructions is to provide the tenderers with the necessary information and instructions to enable them to prepare and submit their tenders in a coordinated manner and to establish the procedure to be followed up to the time when the contract is awarded.
- 1.2 Any tender which does not conform with these Instructions to Tenderers may be rejected.

2- TENDER DOCUMENTS

- 2.1 The following documents have been prepared for tendering purposes and must be used by the tenderer when submitting his tender:
 - i) Instruction to Tenderers
 - ii) Form of Tender
 - iii) Special Stipulation (Appendix "A")
 - iv) Proposed Installation Schedule (Appendix "B")
 - v) Form of Tender Bond/Guarantee
 - vi) Form of Agreement
 - vii) Form of Performance Bond
 - viii) Conditions of Contract
 - ix) Special Provision
 - x) Technical Specifications
 - xi) Schedule of Prices
 - xii) Drawings
- 2.2 Tenderers are also deemed to be in possession of all standards, specifications, codes of practice and such like documents, published by national and international authorities, which are referred to in the tender documents and which are necessary to be examined in the preparation and submission of the tender.

3. ISSUE OF TENDER DOCUMENTS

4- CONFIDENTIALITY

- 4.1 All tenderers and other recipients of the tender documents (whether or not they submit a tender) shall treat all details of the documents as private and confidential and shall not disclose nor release the information contained therein for any other use or purposes than that intended.
- 4.2 The tender documents shall remain the property of the employer and all unused tender documents shall be returned to the employer.

5- RESPONSIBILITY OF TENDERERS

- 5.1 Each tenderer shall inspect and examine the site surroundings and shall satisfy himself before submitting his tender as to the nature of the ground, the hydrological and climatological conditions, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works, and the means of access of the site, the accommodation he may require, laws, bylaws and regulations, and, in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.
- 5.2 Any neglect or failure on the part of the tender to obtain all relevant information shall not be considered a reason for extension of time, nor additional payments nor shall it relieve completing and handling over the works as required.
- 5.3 The tenderer shall be entirely responsible for the cost of tendering. The employer shall not be responsible for, nor pay for any loss, damage, cost or expense which may be incurred by any tenderer.
- 5.4 The work involved is in an" Under Construction Building. The contractor will be responsible for coordination with the civil contractor in all respects.

6- CLARIFICATIONS DURING THE TENDER PREPARATION PERIOD

- 6.1 Should there be any doubt or obscurity as to the meaning of the tender documents or as to anything to be done or not to be done under the contract, the tenderer must describe in writing such doubts or obscurity and deliver the same to the Project Manager/Consultants upto 8 days before the date fixed for opening tenders.
- 6.2 A formal circular letter will be issued as necessary to all tenderers amending or explaining the tender documents before and upto 7 days the date fixed for opening tenders.
- 6.3 Such circular letter(s) shall have the status of documents provided for the purpose of tendering and receipt thereof should be acknowledged by tenderers.

TENDER PREPARATION

7- COMPLETION OF THE FORMS PROVIDED

- 7.1 Tenderers shall fill in the blanks spaces in the tender documents provided for the purpose of tendering as follows:
 - -- Form of Tender
 - -- Form of Agreement
 - -- Form of Performance Bond
 - Form of Tender Bond/Guarantee
 - -- Schedule of Prices
- 7.2 The tenderers shall enter unit rate or price in ink for each item in the Bill of Quantities and fill in the amounts in the Schedule of Prices. Items against which no rate or price is entered by the tenderer shall be deemed to be covered by other rates and prices in the tender deemed suitable or proper by him.
- 7.3 The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated by him in the Bill of Quantities which tender rates and prices shall, except in so for as it is otherwise provided in the documents, cover all his obligations under the contract and all matters and things necessary for the proper execution, completion and maintenance of the works.

8- DOCUMENTS TO BE SUBMITTED WITH THE TENDER

- 8.1 Authority (Power of Attorney or a copy thereof) of the signatory authorized to sign the tender and contract.
- 8.2 Preliminary programme/construction schedule giving the outline time table for completing the works and showing the order in which the various sections of the works will be executed together with the time estimation in each case.

8.3 TENDER GUARANTEE

In order to be considered, tenders must be accompanied by a tender guarantee in the form of draft or deposit at call or bank guarantee obtained from a Scheduled Bank of Pakistan in the amount stated in the tender. The tender guarantee shall remain valid for not less than sixty (60) days following the date set for opening of tenders. Guarantees of unsuccessful tenderers will be returned by the employer upon award of the contract. The tender guarantee of the successful tenderer upon execution of the contract covering his work will be adjusted against the retention money payable by him from his running payments for the work done by him. In case the tenderer submitted the tender guarantee in the form of bank guarantee, he shall replace this guarantee with a

pay order of equal amount, payable to the employer, before entering into a refuse or fail for any reason to enter into the contract his tender guarantee shall be retained by the employer as compensation for such default.

8.4 Tenders which are not accompanied by the above said documents are liable to be rejected.

9- LANGUAGE OF THE TENDER

9.1 All entries in the tender are to be made in the English language.

10- CURRENCY OF THE TENDER

10.1 The costs of all the foreign and local components/materials shall be quoted in Pakistan Rupee including all charges upto work site at Lahore.

11- UNAUTHORIZED ALTERATION OF TENDER DOCUMENTS

- 11.1 No unauthorized alteration shall be made to the tender documents.
- 11.2 The only permitted changes to the tender documents will be notified by circular letters issued in accordance with the procedure described in paragraph 5 of these instructions.

SUBMISSION OF TENDER

12. DATE AND PLACE OF SUBMISSION

- 12.1 The complete set of tender documents, addressed to President bank of Khyber Bank of Khyber, First Floor, State life Building, The Mall Road, Peshawar and must be delivered in person or sent by registered mail to the office of Project Director Khyber Bank of Khyber, First Floor, State life Building, The Mall Road, Peshawar in plain sealed double package, the inner cover endorsed on the outside with the words "Tender for Supply & Installation of Lifts at Bank of Khyber Branch, Hayatabad Town, Peshawar" so as to reach on the announced date. The tenders will be opened in the same place & on the same date and time as it will be announced in the presence of those tenderers who may be present.
- 12.2 The tenders may be modified, corrected or withdrawn at any time prior to the date set for receipt of tenders upon submission of a request in writing to that effect, signed in the same manner and by the same person or persons who signed the tender.

13- ADDITIONAL COPIES OF DOCUMENTS

13.1 The tenderer may make and retain a copy of all the documents making up his tender submission or additional copies of the tender documents may be had from the office of

14- SIGNATURE OF TENDER DOCUMENTS

- 14.1 All the tender documents must be signed by the principal duly authorized to represent and bind the tenderer, or his principal, so authorized.
- 14.2 All drawings and documents submitted are to be endorsed by the tenderer, or his principal, so authorized with official seal of stamp.
- 14.3 Tenderers shall indicate in the space provided in the tender their full and proper address at which notices may be legally served on them to which all correspondence in connection with this tender and the contract is to be sent.

15- WRAPPING AND LABELING SUBMISSION

- 15.1 All the documentation shall be placed in plain sealed packet(s) bearing the names of the work.
- 15.2 If the tender submission comprises more than one package, each package shall be marked with a package number and indicate the total number of packages, e.g. package # 2 of 3.

POST TENDERING MATTERS

16- TENDER RECEIPT

- 16.1 The employer will receive tenders up to the last time and date set for receiving tenders.
- 16.2 It is the tenderer's responsibility to ensure that his tender is received in time.
- 16.3 Any tender which has not been received by the due time and date shall not be considered.

17- TENDER APPRAISAL

17.1 <u>Technical Appraisal</u>

As soon as the tenders are received they will be scrutinized in pursuance of the technical requirements. To properly scrutinize the proposed equipment the tenderers shall submit complete details of the offered equipment comprising the followings:

a) Complete specifications of the offered equipment including size of motor duly supported with the original catalogue and proof of the country of origin from where the equipment in being procured.

- b) List of complete parts of the offered equipment with technical details.
- c) Affidavit on stamp paper that the lift wells have been inspected carefully and the offered equipment is fully suitable to fit in. Any alteration/ concrete cutting/ amendments afterwards will be done by the Contractor without any cost to the Employer.

17.2 Final Appraisal

- 17.2.1 Tenders will be checked to see that they are complete, unqualified and in accordance with these instructions.
- 17.2.2 Accepted tenders will be checked for accuracy in computation and responsiveness. Any error whatever kind may be corrected by the employer or their appointed representative and the tender price sum amended accordingly. Errors in multiplying the quantities of items and the unit prices or rates shall be adjusted by regarding the unit prices or rates as correct.
- 17.2.3 Tenderers may be called to explain all or part of their tender should the employer or their appointed representative requires it. These explanations may be called for in writing or by the tenderer attending meetings with the employer or their appointed representative.

18- ACCEPTANCE OF TENDER

- 18.1 The successful tenderer will be required to enter into and execute a contract.
- Written acceptance of the tender shall constitute a contractual relationship between the parties until such time as the formal agreement is signed.

19- FOREIGN EXCHANGE AND LETTER OF CREDIT ETC.

19.1 The contractor will arrange for import permits, opening of letters of credit, insurance, clearance of imported items and its transportation to the site of work at Lahore. The tenderers shall arrange the requirement of foreign exchange themselves which they expect to incur in foreign currencies. The employer will make payments in Pak-Rupees only.

FORM OF TENDER

TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF PASSENGER LIFTS AT BANK OF KHYBER BRANCH AT HAYATABAD TOWN, PESHAWAR

То
THE PRESIDENT, BANK OF KHYBER, FIRST FLOOR, STATE LIFE BUILDING, THE MALL ROAD, PESHAWAR
Dear Sir,
Having examined the Instructions to Tenderers, Drawings, Conditions of Contract Specifications and Bill of Quantities for the construction of the above named works. We, the undersigned, offer to supply, install and commission 2 no. Passenger lifts in conformity with the Scope of Work, Conditions of Contract, Specifications and Bill of Quantities for the tender price of Rs
such other sum as may be ascertamed in accordance with the Contract.
2- We undertake if our tender is accepted to commence the works within 15 days of receipt of the order to commence, and to complete and deliver the whole of the works comprised in the Contract within 4 months from the date of receipt of the order to commence.
3- We agree to keep this tender valid for the period of sixty (60) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiration of that period, and agree to absolutely forfeit the full value of the tender guarantee to the employer without prejudice to any other rights or remedies of the employer should we withdraw or modify the tender before the expiration of the said period of 60 days.
4- Unless and until a formal agreement is prepared and executed this tender together with written acceptance thereof shall constitute a binding contract between us.
5- We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any expense incurred by us in tendering.
6- We agree and accept that in the case that the tender is accepted the full value of the tender guarantee shall be retained by you on account of security deposit.
7- We shall pay liquidated damages as compensation for delay and agree to deduction or retention money from our interim payment.
8- As security the due performance of the undertaking and obligations of this tender we submit herewith No dated obtained in your favour or made payable to you from (Bank)
obtained in your favour or made payable to you from (Bank)

SPECIAL STIPULATIONS

Special stipulations applicable to the contract, which is the subject of this tender, are set forth herein.

1-	Name of Employer	The Project Director M/s Bank of Khyber, First Floor, State Life Building, The Mall Road, Peshawar
2-	Name of Work	Supply, installation and commissioning of Passenger lifts for Bank of Khyber Branch, Hayatabad Town, Peshawar
3-	Tendered Price of Work	RsRupees:
4-	Validity of Tender	60 days from the tender date
5-	Earnest Money	2% of the tender price.
6-	Details of Earnest Money in the name of and payable to <i>Bank of Khyber</i>	
7-	Submission of Performance Security	Within Fifteen (15) days of receipt of notice of award
8-	Amount of Performance Security	Ten (10) percent of Contract Price
9-	Form of Performance	An insurance bond, in the form given in the tender documents or another form acceptable to the Employer, shall be submitted to the Employer. Insurance bond shall be from any one of the approved Insurance Company as listed under clause-44 of Conditions of Contract page-36. Performance bond will be discharged after the expiry of time period mentioned in the clause-11 hereof.
10-	Time of Completion	On or before the expiry of a period of 180 days from the date of award of work.
11-	Period of Maintenance	Twelve months from the date of issuance of final Certificate of completion of works.
12-	Submission of Manufacturer's	Within 30 days receipt of notice of award

certified data & drawings (technical submittal)

13- Percent of Retention Money deduction on gross amount from pay bills

Five (5) Percent

14- Amount of Liquidated Damages vide Clause-3 of the Conditions of Contract

0.1% of the contract price per day upto a maximum of 10% of contract price.

15- Period of Contractor's guarantee/ manufacturer's warranty

18 months, after the equipment, or any portion thereof as the case may be, have been delivered to final destination indicated in the contract, or for 18 months after the date of shipment from the port of loading in the source country, whichever period concludes earlier. IF the Works delayed for which the Contractor found responsible then the Contractor will extend the Warranty period equal to the delayed time at his own cost.

16- Manufactures of Lifts

100% Imported branded Lift equipment from single source. Approved brands are listed hereunder:

Mitsubishi – Thailand Hyundai – Korea Sigma Korea Kone – Finland Thyssen Krup – Spain Imem – Spain Doppler - Greece

17- Inspection of Equipment

Inspection will be done at Site

18- Mode of Payment

- Ist. installment equal to 40% of the contract Value shall be paid by the Employer as advance against Bank Guarantee of any of the approval firms as listed under clause-44 of conditions of contract.
- 2nd installment equal to 35% of the contract value shall be paid by the Employer at the time of delivery of Lift equipment after inspection and satisfactory report from the Project Manager at Site.
- The balance 25% payment shall be paid by the Employer after completion of lift installation works and commissioning.

APPENDIX - A

All above payments will be made after deduction of income tax and retention money as per tender requirements.

The Contractor shall notify the Employer at least 21 days in advance for all the payments.

The payment in the first installment, if Contractor requested for financial assistance, shall be considered as an advance and shall only be released upon providing Bank guarantee from any scheduled bank of Pakistan, which will be released when the above-mentioned Equipment is commissioned upon entire satisfaction of the Project Manager.

(Seal & Signature of the Tenderer)

		in	the	amount	of	Rs.		
` .	es		0.1	1 1 0 1)
being	not less then 2% of the tend	er price	of the w	hole of the	e works.			
9- perfor	We understand that we mance of this contract.	will be	require	ed to subi	nit a p	erformanc	e bond	for the
	We understand that the the tender.	bill of q	uantities	s and sumr	mary of	cost attacl	hed ther	eto form
We ac	knowledge receipt of the fo	llowing	circular	letters/ ad	denda ar	nd corrige	nda, if a	ny:-
	Reference Number]	Date			
1- 2- 3-			- -	- - -				
	and confirm we have taken	n accoun	t thereo	f in our ter	nder.			
	To be completed by the ten			Seal:				
	Signature:							
	In the capacity of							
	duly authorized to sign tenders on behalf of							
	Registered address of the firm or company			_				
	Signature of Witness: Address of Witness:			- -				
	Occupation of Witness:			-				
	Signature: Seal : Date :	ad, Pesha	nwar 	nalf of M/s	. Bank o	of Khyber,	, First Fl	loor,

PROPOSED INSTALLATION SCHEDULE

The tenderer shall provide here-in the proposed programme, required in pursuance of clause-38 of Conditions of Contract, for executing the work after receiving the letter to proceed. He will also submit the schedule for ordering, fabrication, transportation and receipt of passenger/service lifts schedule for the installation and testing and brief description of proposed manpower to be employed on the job be given.

FORM OF AGREEMENT

betwee Emplo office referre said fi	AGREEMENT, made and entered into this day of 2016 by and en <i>The Project Director, Bank of Khyber, Peshawar</i> hereinafter referred to as the yer (with expression shall where the context so admits, include their successors in and assigns) of the ONE PART, and Messrs hereinafter d to as the "Contractor" (which expression shall include the successors, assigns of the irm, heirs, executors, administrators and assigns of the partners of the said firm dually or severally) of the OTHER PART.
WITN	ESSETH:
receive Passen	REAS, under due procedure, quotations of rates and tenders have heretofore been ed by the employer for supply, installation, testing and commissioning of 2 No. ager Lifts for Bank of Khyber Branch, Hayatabad Town, Peshawar hereinafter called Vorks" and the tender of the contractor for the said works has been accepted by the yer.
agreen	THEREFORE, for and in consideration of the promises, negotiations, convenants and nent hereinafter contained and to be performed by the parties hereto, the said parties covenant and agree as follows:
1-	In consideration of the covenants and agreement to be kept and performed by the contractor and for the faithful performance of this contract and the completion of the works embraced therein according to the specifications and conditions therein contained and referred to or agreed to in the course of subsequent negotiations and in accordance with the terms and conditions of the contract attached the employer shall pay and the contractor shall receive and accept as full compensation for everything furnished and done by the contractor under this agreement the contract price stipulated in the contractor's quotation or such other sums as may be ascertained in accordance with such conditions of contract etc., and at rates quoted against each item of work and agreed to tan accepted by the parties as one instrument, and at the times and in the manner prescribed by the conditions of contract.
2-	The contractor, at his own proper cost and expense shall do all work and furnish all labour, materials, supplies, water and power, tools, machinery, equipment and constructional plant that may be necessary for the construction of the works.
3-	The maintenance of a rate of progress in the works which will result in the completion of the works within the specified time, is an essential feature of this contract, and the contractor agrees to times and take all necessary precautions to ensure the progress of work according to the schedule given in the contractor's quotation and the time of completion defined herein, time being deemed to be the essence of the contract on the part of the contractor. The said works shall be started within days of the issue from the employer of a written order to the contractor to proceed with the works, and the contractor shall have the works called for under the contract dully completed on or before day of 2016.

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- 4- It is also understood and agreed that the contract documents, consisting of the tender and appendixes including any addenda thereto, Conditions of Contract, Technical Specifications, Drawings, List of Materials (if any) to be supplied by the employer letters forming part of this contract and this agreement are each and all made a part hereof and the same force and effect as if set-forth at length herein.
- 5- It is agreed by the parties to this contract that this contact agreement shall be executed in four counter parts, three copies to be filed in the office of the employer and one given to the contractor.

IN WITNESS WHEREOF, the parties hereto have executed this contract in four counter parts as of the day and year herein above set-forth.

ATTESTED) :	M/s.	
1)	(Seal)	Ву	
2)	(Seal)	Contractor	
3)		Ву	

FORM OF PERFORMANCE BOND

WHEREAS Bank of Khyber Peshawar (hereinafter called the "Employer") have placed with

(hereinafter called the "Contractor") the contract for supply, installation testing and commissioning of 2 No. Passenger Lifts for Bank of Khyber Branch, Hayatabad Town, Peshawar (hereinafter called the "Works") upon terms, conditions and convenants agreed between them and WHEREAS the contractor has agreed to sign a contract on a stamp paper embodying the terms, conditions and convenants agreed between them including any amendment or alterations therein which they may mutually agreed upon (hereinafter called the "Contract") and WHEREAS (hereinafter called the "Surey") in consideration of the award of the works to the contractor has agreed to stand surety for the contractor for due performance by him to satisfaction of the employer of his obligations in accordance with the terms, conditions and convenants of the contract, including any amendment of alterations therein as may be mutually agreed between the employer and the contractor and whereas it is agreed that in the event of a breach or a failure on the part of the contractor to perform his obligations as aforesaid the liability of the surety herein shall be limited to Rs. _____ only. NOW THIS DEED WITHNESSETH that in consideration of the aforesaid the contractor binds himself to perform and the surety guarantees performance on the part of the contractor of his obligations in accordance with the terms, conditions, covenants of the contract, and any amendment and alterations therein as may be mutually agreed between the employer and the contractor. If the contractor in the opinion of the employer fails to perform or commits an breach of any of his obligations aforesaid then the contractor upon demand in writing by the employer binds himself unconditionally and shall forthwith pay the employer the sum mentioned in notice of demand not exceeding Rs. towards compensation and/or damages to week of receipt of such notice, the surety upon notice from the employer stating refusal or failure on part of the contractor and requiring payment the surety shall unconditionally and without reference to the contractor forthwith pay

The obligations of the surety herein shall be that of a principal debtor and shall be unconditional and continuing obligation not with standing any change in the constitution or organization of the contractor and notwithstanding any time given, indulgence or forbearance shown and notwithstanding any amendments or alterations made in the obligations of the terms conditions or covenants contained in the contact between the employer and contractor, without assent of the surety, or otherwise.

to the employer the sum mentioned in the notice not exceeding Rs. __

FORM OF PERFORMANCE BOND

period).	
	For and on behalf of Surety
	For and on behalf of Contractor

LG. No. BCC:

FORM OF TENDER GUARANTEE

	Dated Amount Rs. Validity	: :
The Project Director, Bank of Khyber, First Floor, State Life Building, The Mall Road, Peshawar		
BY THIS IRREVOCABLE BOND, We whose principal place of business (registered office) is	is:	
(hereinafter called "the Tenderer" and (Bank) whose principal place of business registered office) is	s at	
(hereinafter called "the Surety") jointly and severally order, Lahore (hereinafter called "the Employer' (Rupees	") the amount being on, testing and abad Town, Pes ed "the Contract, their successor below.	Rs
WHEREAS the employer has invited the tenderer a terms and conditions for the said works more particuland		
WHEREAS the tenderer proposes to submit to employ Tender") in accordance with such invitation and guarantee for the due performance by the tenderer of tender on his part contained.	by this bond	to provide security and
We, (Surety) hereby undertake on behalf of the said Rs (Rupees)
in case they subsequent withdraw or modify their of the expiry of the validity period of 60 days.	ffer after the ter	nder is opened and before
In case their offer is accepted by you and they fail performance bond within the stipulated period after l		

shall constitute a breach of contract and we shall to tenderer, the said amount of Rs.	
) which This bank guarantee shall remain in full force till.	sum shall become your absolute property.
Signature & Seal of the Surety	
Signature & Seal of the Tenderer	

Definitions and Interpretations

Clause-1

In the contract the following words and expressions shall have the meaning herein assigned to them unless the context otherwise requires:

- a) The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- b) Employer means The *Project Director M/s Bank of Khyber, First Floor, State Life Building, the mall Road, Peshawar* which expression shall include their successors in office and assigns.
- c) "Architects" means M/s Raees Faheem & Associates 15-C, Phase-5, DHA Commercial Area, Lahore Tel: 042-37047315 Fax: 042-37047366
- d) Architect's Associate" means the HVAC/Mechanical Consultants M/s ACS Engineering Concern, 402 4th Floor, Landmark Plaza, Jail Road, Lahore Tel: 042-35775419, Fax: 042-35711982, operating in association with Architects for this project.
- e) "Contractor" means the Tenderer whose Tender has been accepted by the Employer and shall include their successors, permitted assigns, heirs, executors, administrators and permitted assigns of the partners of the firm individually or severally.
- f) "Engineer" means the Consultants or person as shall be nominated or appointed by the Employer and who shall carry out detailed supervision of works and make recommendations to the Employer on all matters concerning the Works and Contract.
- g) "Agent" means the person for the time being or from time to time appointed by the Contractor to perform duties as set-forth in this Contract.

- h) "Specialist Contractor" means such other contractors who are appointed by the Employer to perform other services and facilities simultaneously with this Contract.
- i) "Maintenance Period" means the Defects Liability Period named in Clause-19 reckoned from the date of completion of the works as certified by the Engineer in his Certificate (final or other).
- j) "Tender Price" or "Contract Price" means the tendered cost of whole of the Works, as agreed and accepted by the Employer and which will be subject to adjustment as per Conditions of Contract.
- k) "Earnest Money" means the Tender Guarantee amount submitted by the Tenderer with his tender.
- The words importing the singular number shall include the plural number and vice versa, and the words importing the masculine shall include the feminine and vice versa.
- m) "Contract" means the agreement contained in the contract agreement and the documents set out in the Contract agreement as forming part thereof.

Security deposit Clause-2

The Employer at the time of making any payment to the Contractor for work done under the Contract shall deduct such sum as will (with the earnest money deposited by him) amount to 5% of all monies so payable, such deduction compensations or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his Security Deposit or from any sums which may be due or may become due to the Contractor by the Employer on any account what-so-ever or from Performance Bond and in the event of his Security Deposit or Performance Bond being reduced by reason of any such deduction as aforesaid the Contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his Security Deposit or Performance Bond.

Compensation Clause-3

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is received by the Contractor. The works shall throughout the stipulated period of the Contract be proceeded

with all due diligence (time being deemed to be the essence of the Contract on the part of the Contractor) and the Contractor shall pay as compensation on amount equal to 0.1% of the Contract Price or such smaller amount as the Engineer (whose decision in writing shall be final) may decide for every day that the work remains uncommenced or unfinished after the proper dates.

Provide always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the Contract Price (as per Appendix A to Tender).

Action when whole of security deposits forfeited

Clause-4

In any case in which under any clause or clauses of this Contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Employer shall have power to adopt any of the following courses, as he may deem best suited to his interest:

- a) To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Engineer shall be conclusive evidence) and in which case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour paid by him (Employer) and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this Contract, the Certificate of the Engineer as to the value of the work done shall be final and conclusive against the Contractor.
- c) To measure up to work of the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original

Contractor and may be deducted from any money due to him by the Employer under the Contract or from his Security Deposit or from the Performance Bond.

In the event of any of the above courses being adopted by the Employer the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into engagements or made any advance on account or with a view to the execution of the sork or the performance of the Contract. And in case the Contract shall be rescinded under the provisions aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this Contract, unless and until the Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Contractor remains liable to pay compensation if action not taken under Clause-4 Clause-5

In any case in which any of the powers conferred upon the Employer by Clause-4 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of 'his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Employer putting in force either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the Contract rates or, in case of these not being applicable, at current market rates to be certified by the Engineer whose certificate thereof shall be final, otherwise the Engineer may by notice in writing to authorized agent, require him to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requisition the Engineer may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive

against the Contractor.

Power to take possession of, require removal of or sell contractor's plant Extension of time Clause-6

If the Contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Contractor to submit a return every month for any work claimed as extra Clause-7

The Contractor shall include in his monthly bills details of any work claimed for as extra and the bills shall also contain the value of such work as claimed by the Contractor which value shall be based upon the rates and prices mentioned in the Contract. The Contractor shall include in the monthly bills particulars of all claims of whatever kind and however arising, which at the date thereof he has or may claim to have against the Employer under or in respect of or in any manner arising out of the execution of work and the Contractor shall be deemed to have waived all claims not included in his monthly bills and will have no right to enforce any such claims not so included, whatsoever be the circumstances, unless allowed by the Engineer.

Final certificate

Clause-8

Without prejudice to the rights of the Employer under any clause hereinafter contained, on completion of the work the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all woodworks, doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall be binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer may, at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and

the Contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate certificate to be regarded as advance Clause-9

The Contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work then approved and passed by the Engineer whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim, not shall it conclude, determine or affect in any way the powers of the Engineer under these conditions or any of them as to the final settlement and adjustment of the account or otherwise, or in any other way vary or affect the Contract. The Contractor shall submit the final bill within one month of the date fixed for completion of the work, otherwise the Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly Clause-10

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer for all work executed in the previous month, and the Engineer shall take or cause to be taken the requisite checking for the purpose of having the same verified, and the claim as far as admissible, adjusted, if possible, before the expiry of 30 days from the presentation of the bill.

Bills to be on printed forms

Clause-11

The Contractor shall submit all bills duly entered on the printed forms approved by the Engineer, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates agreed by the Engineer for such work. The Contractor shall also submit, one original with 4 copies of the Abstract of each Bill printed forms.

Work to be executed in

Clause-12

The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, and

accordance with specifications, drawings, orders etc.

Removal of employees workmen and foreman Clause-13

both as regards materials and otherwise in every respect in strict accordance with the specifications, The Contractor shall also conform exactly fully and faithfully, to the designs, drawings and instructions in writing relating to the work signed by the Engineer.

The Engineer shall have fully power at all times to object to the employment of any workman, foreman or other employee employed on the works by the Contractor and if the contractor shall receive notice in writing from the Engineer requesting the removal of any such man or men from the works the Contractor shall comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer shall be re-employed or re-instated on the works by the Contractor at any time, except with the prior approval in writing of the Engineer.

The Contractor shall not be entitled to demand the reason from the Engineer for requiring the removal of any such workman, foreman or other employee.

Alteration in specification and designs

Clause-14

The Engineer shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, design and instructions that may

appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions shall not invalidate the Contract; and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the Contract for the such work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original Contract work and the certificate of the Engineer shall be conclusive as to such proportion. And if the altered, additional or substituted field in this Contract, then such class of the work shall be carried out by the Contractor at suitable rate to be mutually agreed upon between the Contractor and the Engineer. In the event of disagreement, the

Engineer shall fix such rate as may in his opinion be reasonable and proper having regard to the circumstances.

Do not invalidate contract

Extension of time in consequence of alterations

No compensation for alteration in or restriction work to be carried out

Clause-15

If at any time after the commencement of the work the Employer shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer shall give notice in writing of the fact to the compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work

Clause-16

If it shall appear to the Engineer or his sub-ordinate in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that Contract the Contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained of not withstanding that the same may have been inadvertently passed certified and paid for, rectify or remove and re-install the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of 0.1 percent of the Contract Price for every day not exceeding ten days while his failure to do so shall continue, and in the case of any such failure the Engineer may rectify or remove and re-execute the work or remove and replace with other the material or articles complained of, as the case may be, at the risk and expense in all respects of the Contractor.

Works to be open Clause-17 to inspection

All work under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Engineer and his representative and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in

Contractor or

responsible agent to be present

writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Notice to be Clause-18 given before work is covered up

The Contractor shall give not less than five days' notice in writing to the Engineer or his representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not over up or place beyond the reach of measurement any work without the consent in writing of the Engineer or his representative in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or, in default thereof, no payment or allowance shall be made for such work or the material with which the same was executed.

Contractor liable for damage done and imperfections for 12 months after completion

Clause-19

If the Contractor or his work-people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent in it within twelve months after date of its completion certified by the Engineer in his certificate (final or other) the Contractor shall make good the same at his own expense; or in default, the Engineer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter may become due to the Contractor or from his Security Deposit or Performance Bond.

The amount of Security Deposit will be refunded to the Contractor 12 months after the date of completion certified by the Engineer in his Certificate.

Contractor liable for damage arising from non-provision of lights fencing etc.

Clause-20

The Contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the Contract be supplied by the Employer), plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whatever included in the specification or other documents forming part

of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the Contract or from his Security Deposit or Performance Bond. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Contractor be paid to compensate any claim by any such person.

No female labour shall be employed by the Contractor.

Zucour	Cladse 21	Two female factors shall be emproyed by the contractor.
Child labour	Clause- 21A	No labourer below the age of 14 years shall be employed on the work.
Fair wages	Clause-21B	The Contractor shall pay his labourers not less than the wages paid for similar work and jobs by the Government.
Work on Sunday or holidays	Clause-22	No work shall be done on Sunday or public holidays without the sanction in writing of the Engineer or his subordinate in charge of works.
Contractor liable for payment of compensation to injured workmen or, in case of death of their relatives	Clause-23	In every case in which by virtue of the provision of Section-12, sub-section (1) of the Workmen's Compensation Act, 1923, the Contractor is fully responsible to pay compensation to his employee in execution of the works.
Work not to be sublet	Clause-24	The Contract shall not be assigned or sublet without the written approval of the Employer and if the Contractor shall assign or sublet his Contract or attempt so to do or become

Clause-21

Labour

insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of the Employer or in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Employer may thereupon rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Engineer shall be conclusive evidence), and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Employer and the same consequences shall ensue as if the Contract had been rescinded under Clause-4 thereof, and in addition the Contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the Contractor.

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause-25

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Deduction of amounts due to employer on any account whatever Clause-26

Any excess payment made to the Contractor inadvertently otherwise under this Contract or on any account whatever and any other sum found to be due to the Employer by the Contractor in respect of this Contract or any other contract or work-order or on any account whatever may be deducted from any sum what-so-ever payable by the Employer to the Contractor either in respect of this Contract, any other work order or contract or on any other account or from the Performance Bond.

Change in constitution

Clause-27

Not Used

Work to be done under direction of the Engineer Clause-28

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Engineer who shall be entitled to direct at what point or

points and in what manner they are to be commenced and from time to time carried on.

Claims for Clause-29 payment of an extra ordinary nature to be referred to the employer for decision

No claims for payment of an extra-ordinary nature, such as claims for a bonus, extra labour employed in completing the work before the expiry of the contractual period at the request of Engineer or claims for compensation where work has been temporarily brought to a stand still though no fault of the Contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Employer.

Settlement of disputes

Clause-30

In the event of any difference or dispute between the Engineer or Employer and the Contractor arising out of or in respect of any matter connected with this Contract or incidental thereto in any manner whatsoever it shall be referred to the arbitration of the The President, Bank of Khyber, First Floor, State Life Building, The Mall Road, Peshawar, or to any person appointed by the said President on his behalf whose decision shall be final and binding on the parties to this Contract.

Provided always that those matters for which provision has been made in this Contract for final and binding decisions or certificates by the Engineer or the Employer shall be excluded from arbitration.

Lump-sum in Bill of Quantities Clause-31

When the Bill of Quantities includes lump-sum in respect or any item of work the Contractor shall be entitled to payment in respect of that item at the same rate as is payable under this Contract for that item, of if part of that item is not, in the opinion of the Engineer, capable of measurement the Engineer may at his discretion make part payment of the lump-sum amount and the certificate in writing of the Engineer shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause-32

In the case of any class of work for which there is no specification in the Contract, such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer.

Depositing of material without inconvenience

Clause-33

The Contractor shall not deposit any material on any site, which will cause inconvenience to the public. The Engineer may require the Contractor to remove any material which are considered by him to be a course of danger or inconvenience to the public, or cause them to be removed at the Contractor's

cost.

Description of work-item is brief	Clause-34	The nature of work as to be carried out is given in brief in the nomenclature/description of the items in the Bill of Quantities, but for all-purpose the drawings and specifications together with any instructions of the Engineer fully describe the work to be carried out.
Doubts to be referred to the Engineer	Clause-35	The Contractor shall carefully read the detailed specification and if he has any doubts he should have them clarified by the Engineer.
Increase or decrease of costs	Clasue-36	No adjustment in the Contract rates and prices shall be made on account of any fluctuations conversion rate of foreign currency taxes etc., and due to fluctuations in prices/costs of materials and labour wages under any circumstances and for any reason whatsoever; and the Contractor shall be deemed to have allowed for such fluctuations in his rates. The Contract rates and prices shall remain firm and valid.
Rates inclusive of all taxes etc.	Clause-37	All rates unless otherwise specified include the cost of the following and any fluctuations thereof: Royalty, Malkana, Octori, terminal tax, sales tax, super tax, customs and excise duty, emergency tax, water tax and any other tolls, taxes and levies imposed by Federal or Provincial Governments and Local Authorities.
Detailed programme to be submitted	Clasue-38	The Contractor shall within ten days of the Acceptance of this tender submit to the Engineer a confirmed detailed programme of construction incorporating the priority of completion of different parts of and methods in which he proposes to carry out the works and period of time estimated for performing each phase of the work. The Contractor shall furnish in writing such further information concerning his arrangements for carrying out the works and of the constructional plant or temporary works he intends to supply or use for construction which the Engineer may from time to time require. The submission to or approval by the Engineer of such programme or such particulars or information shall not relieve the Contractor of any of his duties, responsibilities of obligations under the Contract. The programme of construction as submitted by Contractor and approved by the Engineer shall be the basis for checking the progress of work. The detailed programme shall conform to the requirements of Clause-3 hereof.

Secured advance may be included in intermediate payments

Secured advance

Clasue-39

against materials

against quantities of non-perishable material meant for use in works and brought at site of works. It would be entirely at the discretion of the Engineer to make such payment and will only be paid in exceptional cases where the Engineer is convinced that such payment will be in the interest of work and are likely to accelerate the progress. The value assessed by the Engineer for such advance shall not be more than 75% of the invoiced value of the materials.

Payment contractor's bills Site clearance on completion Clause-40

The payments will be made in stages as detailed in the Special Stipulations (Appendix-A to Tender).

Clause-41

On completion of the work or earlier as may by directed by the Engineer, the Contractor shall remove all temporary structures (Godown, Site Office etc.) erected by him at the site of work. He shall fill all tanks dug out by him at site, remove all debris and other materials like surplus sand, stone, ballast, rubbish etc., and in shore, shall leave the site in a neat and tidy condition.

Quality of materials and workmanship and tests Clause-42

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such as the Engineer may direct at the place of manufacture of fabrication or on the Site or at approved laboratories. The Contractor shall provide such assistance instruments machines labour, samples of materials as are required for examining, measuring and testing any work and the quality weight or quantity of any materials or product used and shall supply samples of material before incorporation in the works for testing as may be selected and required by the Engineer.

Cost of samples

All samples of materials or products shall be supplied by the Contractor at his own cost.

Cost of tests

The cost of making any tests shall be borne by the Contractor if such tests are clearly intended by or provided for in the Contract documents or required by the Engineer and (in the case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) if it is particularized in the Specification or Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

Cost of tests etc.,

The cost of samples and tests for the materials supplied by the

not provided for

Employer shall be borne by the Employer.

Performance bond Clause-43

The Contractor shall deposit with the Employer a Performance Bond, at the time of signing of Agreement, for an amount equal to 10% of the Contract Value, as per Model Form included in these documents. The Performance Bond must be made by way of an unconditional undertaking from the Contractor to deposit the said sum upon demand in writing by the Employer which shall be unconditionally guaranteed by a Scheduled Bank established in Pakistan. No interest will be paid in respect thereof by the Employer and any cost in obtaining such guarantee shall be at the expense of the Contractor in all respects.

The Performance Bond shall be an irrevocable Bank Guarantee and shall always be maintained at the amount stipulated and will be held by the Employer on the conditions and subject to stipulations hereinafter contained as a pecuniary guarantee for the due execution and proper performance of the Contract and the recovery "Protanto" of any penalties or damages or other sums for which the Contractor until the expiration of the Maintenance Period. The Employer may at any time deduct from the amount of the Performance Bond any sums (for which the Contractor shall become liable to the Employer) which are not promptly paid by him, without any previous notice to the Contractor or observance of any legal or other formality. The Employer shall be entitled to the immediate payment by the Bank of the whole of the amount guaranteed without being bound to give any evidence whatsoever to the Bank that the same or any part thereof is due.

Insurance Clause-44

The Contractor shall be responsible for obtaining insurance against all risks (except the Excepted Risks) to the works and shall make good at his own cost all losses or damage, whether to the works themselves or to the lives of persons, whether under the Workmen's Compensation Act or third party risk or property of others form whatsoever cause arising out of or in connection with the works either during the progress of the works or during the period of maintenance provided by this Contract. The insurances shall be effected in the joint names of the Employer and the Contractor, and shall be with any insurer named hereunder and in terms approved by the Employer and the Contractor shall, whenever so required, produce to the Engineer the policy or policies of insurances and the receipt for the payment of the current premier. All works for which the Contractor is responsible under the terms

of this Contract shall be insured for the full value thereof to cover any additional expenses incidental to the restoration or repair of any such loss or damage including reasonably fore-see-able delays, the cost of demolishing and removing any part of the works and removing debris of whatever nature. The insurance shall cover the period from commencement to completion of works. The insurance for works shall not cover any liabilities, obligations and responsibilities of the Contractor for use of faulty material and Workmanship. The Contractor shall also indemnify the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise for or in consequence of performance of the Contract and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Insurance against injury to persons shall include all workmen and employees of the Contractor and those of other contractors, and the Employer and the Consultants including their employees. Other contractors shall also insure their workmen and employees under their own contract but liabilities to this contract are limited to such accident where responsibility for accident is placed on this contract. If the contractor shall fail to effect and keep in force the insurances referred to above or any other insurance which he may be required to effect under the terms of the contract, then and in any such case the employer may without prejudice to any other rights or remedies effect and keep in force any such insurances and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which may become due to contractor or from the performance bond.

Expected risks

The "Expected Risks" are war, hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or, unless solely restricted to employees of the contractor or of his sub-contractors and arising from the conduct of the works, riot, commotion or disorder, or use of occupation by the Employer of any part of the permanent works in respect of which a certificate of completion has been issued or a cause solely due to consultants' design of the works or ionizing radiations or contamination by ratio-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 thereof, pressure waves caused by supersonic

CONDITIONS OF CONTRACT

speeds, or any such operation of the forces of nature as an experienced contractor could bot foresee or reasonable make provision for or nsure against, all of which are herein collectively referred to as "The Excepted Risks".

Approved
insurance
companies

The Contractor shall obtain insurance from any of the Insurance Companies named below:

- 1. Adamjee Insurance Company
- 2. Habib Bank Insurance Company
- 3. National Insurance Company
- 4. Eastern Federal Union Insurance Company
- 5. New Jublee Insurance Company

Water and power during construction

Clause-45

The Contractor shall make his own arrangements for water for drinking and other purpose. He shall also arrange temporary power for operation of construction equipment and lighting. The Contractor shall also be responsible for provision, maintenance, repair and operation of these services at his own cost throughout the construction period and pay for water and power charges. However, the Employer may provide all help to get power and connections. Contractor shall have sufficient standby diesel operated equipment and water storage at site. No claim of the Contractor shall be entertained due to non-supply or discontinuity of power and/or water supply.

Site order book Clause-46

The Contractor shall maintain at the site of works a "Site Order Book" (of triplicate leaves) for taking instructions and directions from the Engineer and his subordinates in charge of

works.

Drawing to be available at site

Clause-47

The Contractor shall maintain throughout the period of contract a complete set of construction drawings, tender documents and all upto-date revisions in drawings and documents in his site office.

Sign board

Clause-48

The Contractor shall provide a suitable size sign board at an approved location indicating the names of the Employer, project, contractors and consultants, as approved by Engineer.

Progress report

Clause-49

It is obligatory for the Contractor to prepare and submit a fortnightly report on progress of work to the Engineer on approved proforma which may be amended from time to time if deemed necessary.

Electrical works

Clause-50

The electrical works shall be carried out through a licensed electrical contractor/electricians as per applicable rules.

Co-ordination with work of other contractors

Clause-51

The Contractor shall co-ordinate his work, at his own cost, with the work of other specialist and nominated contractors and shall maintain proper liaison with them for this purpose.

Materials supplied by Employer Clause-52

If the Contractor provides for the use of any materials to be supplied by the Employer, the Contractor shall be supplied with such materials as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of material so supplied at the rates specified in the contract may be set off or deducted from any sums then due or thereafter to become due to the Contractor under the contract or otherwise, or against or from the security deposit or the performance bond. All materials supplied to the Contractor shall remain the absolute property of the Employer and shall bot on any account be removed from the site of the work without the written permission of the Engineer, and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract, shall be returned to the employer's store, if by a notice in writing under his hand the Engineer shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

No claim for delay in supply of materials by the Employer Clause-53

There may be delay in supplying the materials by the Employer and the Contractor is, therefore, required to keep himself in touch with the day-to-day position regarding the supply of materials by the Employer and to so adjust the progress of the work that his labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the employer on this account except that extension in time for completion as per clause-6 hereof may be granted.

Return of materials supplied by Employer Clause-54

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the Contract are procured with the assistance of the Employer either by issue from his stocks or purchase made under the orders or permits or license issued to the Contractor, the Contractor shall hold the said materials at trustee for the Employer and use such materials economically and solely for the purpose of the contract and not dispose them of without the permission of the employer and return if

CONDITIONS OF CONTRACT

required by the Engineer, all surplus or un-serviceable materials that may be left with him after the completion of the contract or at its termination for any reason what so ever on his being paid or credited such price as the Engineer shall determine having due regard to the condition of the material. The price allowed to the Contractor, however, shall not exceed the amount charged to him excluding storage charges, if any. The decision of the Engineer shall be final and conclusive. In the event of the breach of the aforesaid condition the contractor shall, in addition to throwing himself open to or for criminal breach of trust, be liable to the Employer for all monies, advantages or profits resulting or which in the usual course would have resulted to him but for reason of such breach.

SPECIAL PROVISIONS

SCOPE OF WORK

The Project Director, Bank of Khyber, First Floor, State Life Building, the mall Road, Peshawar hereinafter referred to as the Employer intends to install 6 No. Passenger Lifts at their building for Bank of Khyber branch, Hayatabad Town, Peshawar.

The work comprises supply, installation, testing, commissioning, operation and maintenance of 2 No. above said Passenger Lifts with all accessories materials, equipment, appliances, and services for performing all operations as detailed in the tender documents.

The Contractor shall be wholly responsible for giving literature for full detail of lifts, shop drawings, accessories and other materials to be imported or locally procured/fabricated, arrangement for import permit, opening of letter of credit, insurance, clearance on arrival at seaport, payment of duties and sale tax, transportation of the complete material to the site in Lahore.

The Contractor shall quote separately for the indigenous and imported materials, which will be used by him. The total cost of the work will be in Pak Rupee that is cost of imported material before installation commissioning and testing charges and maintenance.

The work includes 12 months free maintenance, operation and servicing without any extra cost to Employer other than the contract price. The operation of equipment means to depute one full time operator for the supervision of plant operation during the building operation timings. It also includes six months training to the personnel of the owner for proper operation of the lift system and familiarizing of all system.

The building in which the Lifts are to be installed is to be constructed and provision of wells/machine rooms for lifts has already been made in the design drawings. However the Contractor will have to re-check the sizes of the wells & machine rooms and will submit the shop drawings before placing order of the equipment including provision for electrical power etc.

Contractor will make all necessary openings in the machine room floor (i.e. ceiling of the well) and walls of the lift well with purpose made specific equipment at his own cost. Any kind of cutting with hammering and chiseling will not be allowed.

The contractor shall make his own arrangements for scaffolding, storage and office etc., the owner will not be responsible for this.

TECHNICAL SPECIFICATIONS

1. GENERAL

The lifts shall generally conform to the specifications given in the schedule of technical particulars and shall be designed to give smooth and accurate control of lift speed. Indications and finishes shall be provided as outlined, while complete details of the inside finishes shall be provided with the tender for selection and approval of the Engineer.

The Supplier shall supply all materials to complete the installation like trails, brackets, initial lubricants, sound isolation for machine and platform, brake release devices, top to car inspection and pit switch, emergency car light, all wiring materials etc.

2. TECHNICAL REQUIREMENTS

2.1 MACHINE

The Machine shall be of the permanent magnet synchronizers motor gearless type brake and drive sheaves as one unit assembly, in addition to the thermal over load relay. The motor shall have built-in thermal sensors (PTC Thermostat) in the windings for over heating protection of the stator and current type time relay for protection of the rotor. The unit shall have proper sound and vibration isolation provisions.

The gearless machine shall be capable of providing the specified duty cycle rating, smooth performance with controlled step less acceleration and deceleration, independent of the load and is to be provided with leveling accuracy.

2.2 TERMINAL AND FINAL LIMITS

Terminal limit switches shall be provided to slow down and stop the car automatically at the terminal and final limit switches shall be furnished to automatically cut off the power and apply the brake.

2.3 CONTROLLER

A fully electronic controller (V.V.V.F) shall be provided for stopping and controlling the speed of the lift motor and also to automatically apply the brake if any of the safety devices operate or the power fails for any cause.

2.4 PHASE FAILURE AND REVERSAL PROTECTION

Phase failure and reversal protection relay with magnetic contactor shall be provided.

2.5 HOIST-WAY ENTRANCE

Horizontal sliding sheet metal doors covered with stainless steel shall be provided to each hoist way entrance. Each door assembly shall consist of a decorative frame, centre opening sliding doors, header strut angles and sill.

The frame will be of sheet steel construction, fastened to the sill at the bottom and the header at the top.

The door shall be flush type sheet steel welded construction. and shall be reinforced for attachment of related equipment. Each door shall be furnished with a remove able non-metallic guide to engage in the sill groove. Service or emergency key ways shall be furnished to confirm with applicable code requirements.

The header shall be heavy-formed sheet steel horizontal member providing support for the door hanger tract and shall be extended the full travel of the doors. It shall be supported at each end by strut angles.

Each entrance shall be furnished, with a narrow aluminum sill with grooving to minimize slipping. Sheet steel to guards shall be furnished at all landings, fastened to the sill nosing and bevelled back and to the wall below.

All steel surfaces shall be thoroughly cleaned and treated for rust prevention as approved and all other portions shall receive a rust proof paint finish.

2.6 BRAKE

Lector magnetic brakes shall be provided for smooth stops under variable load, self ventilated, the brake sheave shall dissipate the heat generated during braking and the braking force shall be maintained constant.

2.7 SHEAVES AND BEAMS

Car and counterweight sheaves shall be furnished as needed. The sheaves shall be cast iron, grooved for the hoist ropes and shall rotate in grease lubricated bearing and shall be carried by steel shafts supported by steel beam or channels.

2.8 CAR SAFEITY DEVICE AND GOVERNORS

A car safety device shall be provided to stop the car whenever excessive descending speed is attained. Suitable means shall be provided to cut off power from the motor and to apply the brakes on application of the safety device.

2.9 TERMINAL BUFFERS

The oil spring buffers shall be installed as means for stopping the car and counterweight at the extreme limits of travel. Buffers in the pit shall be mounted on steel channels, which extend between both the car and counterweight guide rails.

2.10 COUNTER WEIGHTS

A suitable guided structural steel frame with appropriate filler weights shall be furnished to promote smooth and economical operation.

2.11 CAR FRAME

The car frame, which supports the car platform and enclosure, shall be of the integral type made of steel and equipped with suitable guides. The hoist ropes shall include adjustable self-aligning hitches.

2.12 CAR PLATFORM

The car platform shall be constructed of steel sheets securely fastened together with rubber flooring, or Asbestos tiles. The size of platform and car should be as per BSS-5655, Part 5:1981.

2.13 CAR ENCLOSURE

The car enclosure shall be fabricated with hairline stainless steel, complete with car door and car frame with line beam illumination by diffused fluorescent lighting as scheduled. Handrail, digital car position indicator, emergency car light, supply air fan, natural ventilator, intercom system, car suspended honeycomb false ceiling, control panel, car operating door open and door close buttons, independent service switch, attendant service shall be provided as detailed in the technical schedule.

2.14 HALL PUSH BUTTIONS

Up and down hall push buttons for the lifts system shall be provided. Buttons at every landing, each button shall have direction arrow on the face of the button. When the button is pressed it shall be illuminated and shall remain illuminated until call has been answered.

2.15 CAR DIRECTION INDICATOR

Two electrical illuminated direction indicator shall be provided to each hoist way entrance for each car, indicator shall show direction of travel by illumination of "UP" and "DOWN" arrows.

2.16 HALLS CAR POSITION INDICATORS

Digital car position indicators shall be provided over each hoist way entrance adjacent to the car direction indicators.

2.17 FIREMEN'S LIFT CONTROL

Firemen's lift control shall be operated by a switch located at the lowest floor in a special breakable glass box, so that the fireman can take complete control over the lift in case of emergency.

The operation of this switch shall isolate the Lifts from the passenger service to bring the car to the lowest floor immediately.

The "Fire switch control" shall be common to all lifts and dispatches all the cars to the lowest floor where one car shall be at firemen disposal.

2.18 CAR DOORS

Automatic two panel centre opening type doors fabricated with hairline stainless steel sheet shall be provided for passenger Lifts, equipped with highly sensitive safety shoes.

2.19 DOOR SAFETY DEVICE

Door safety device shall be provided to each lift, when door shall touch a person or object while the car door being closed, the car and hoist way doors shall return to open position. The doors shall remain open until the expiration of a predetermined interval and then close automatically.

Reversal of the door shall also be accomplished by pressing the "Open door" button in the car.

2.20 CAR CONTROL PANEL

The operating device in each car shall consist of a flush type panel containing a series of push buttons numbered to correspond with the landings served and an alarm button connected to a bell located in the lift well which shall serve as an emergency signal, open door and door close buttons. The operator switch should also be provided alongwith other standard features.

2.21 SWITCH FOR INSPECTION

A manually operated knife switch shall be provided for each car and this switch shall be used for inspection purposes. During the inspection operation the car shall not respond to landing calls.

2.22 LANDING DOOR INTERLOCKS

Each landing door shall be provided with positive interlock operated by a cam, in the car designed to prevent the movement of the car away from the landing unless all doors have been closed and locked.

2.23 EMERGENCY RESCUE DEVICE

Power back-up battery system is to be provided for the Lift to reach the nearest landing, in case of power failure.

2.24 AUTOMATIC LOAD WEIGHING DEVICE

Each car shall be included with an automatic load weighing device, when the car shall nearly full and the load weighing device has been operated the landing call shall be by-passed by this car.

2.25 SEISMIC DESIGN

The contractor shall design all elements of the Lift support and guiding system for seismic forces experienced in Seismic Hazard Zone-3B (peak ground acceleration = 0.16 - 28 g) areas, defined in Uniform Building Code of the Preventive Measures. Measures shall be taken to avoid damage to equipment and personnel during an earth-quake, including the following:

Box brackets, at regular intervals, shall be provided to reinforce the counter weight guide-rails so that the counter-weight is restrained from swinging out during earth-quake.

A seismic detector (incorporating Horizontal & Vertical movement detection) shall be installed in the pit, which, on activation, shall cause all lifts to stop at the nearest floor, and to park with their doors open. A switch shall be installed on each Lift to detect movement of the counterweight from its normal plane (or away from the guide rails).

3. TECHNICAL SCHEDULE

3.1 Passenger Lifts 1

Number of Lifts 1

Type Traction Type Unit

Motor Location Top Based Machine Room

Loading Capacity 800 Kg

Door System Microprocessor Based VVVF Control

Operation System Selective Collective (Simplex)

Control System Microprocessor Based VVVF Control System

Speed 1.0 Meter/Sec

Power System Gearless, variable Speed, A.C. Drive, (suitable for a

duty cycle of 240 starts per hour).

Travel 35'-0"

Floors/Stops Basement + Ground + Mezzanine + 1st Floors (4

levels same line)

Well Size As per drawing

Car Size (W x D x H) Manufacturer's Recommended

Pit Depth 5.0 Feet

Car Entrances One

Car Door Automatic, Two Panel Center Opening, 800 mm

(W) x 2100 mm (H), of material Hairline Stainless

Steel

Landing Door Automatic, Two Panel Center Opening, 800 mm

(W) x 2100 mm (H), of material Hairline Stainless

Steel

Type of Car Side & Rear Car walls in Hairline Stainless Steel.

Car operating panel, skirting and slam post in Hairline stainless steel. Hand rail in tubular stainless steel on all the walls. As a minimum requirement the suspended ceiling shall be of painted steel finish in approved color with stainless steel hairline trim, concealed in-direct lighting through crystal acrylic blocks in the ceiling & direct lighting from incandescent lamps in the trim and floor covering in Granite marble tiles of approved color. However ceiling/floor finish and lighting will be subject to Employer's selection from the available standard

choices of the Manufacturer.

Type of Jamb Full Jamb in Hairline Stainless Steel at all floors

Entrance Sill Extruded Hard Aluminum

Face Plate Hairline Stainless Steel

Car Indicators Emergency Light, position and direction Indicators.

Landing Indicators Position and Direction Indicators at all landing

Floors.

Car Push Buttons Luminated Push Buttons and Luminated Door

open/close push buttons.

Landing push buttons Luminated push buttons

Alarm System Alarm Bell Push inside the Car

Power Supply 415 Volts, 3 Phase, 50 HZ

Other Features Interphone

Car arrival chime Main floor parking Emergency car light

Car light / fan shut off – automatic

Multi beam door sensor

Overload protection device with buzzer and signal

lamp

Automatic, door open time adjustment Door nudging feature without buzzer

Door open / close button Power-on re-leveling Door load detector Car call canceling

Emergency Landing Device Photocell on Car door frames.

3.2 Passenger/Cargo Lift 2

Number of Lifts 1

Type Traction Type Unit

Motor Location Top Based Machine Room

Loading Capacity 400 Kg

Door System Microprocessor Based VVVF Control

Operation System Selective Collective (Simplex)

Control System Microprocessor Based VVVF Control System

Speed 1.0 Meter/Sec

Power System Gearless, variable Speed, A.C. Drive, (suitable for a

duty cycle of 240 starts per hour).

Travel 35'-0"

Floors/Stops Basement + Ground + Mezzanine + 1st Floors (4

levels same line)

Well Size As per drawing

Car Size (W x D x H) Manufacturer's Recommended

Pit Depth 5.0 Feet

Car Entrances One

Automatic, Two Panel Side Opening, 800 mm (W) x Car Door

2100 mm (H), of material Hairline Stainless Steel

Automatic, Two Panel Center Opening, 800 mm Landing Door

(W) x 2100 mm (H), of material Hairline Stainless

Steel

Type of Car Side & Rear Car walls in Hairline Stainless Steel.

Car operating panel, skirting and slam post in Hairline stainless steel. Hand rail in tubular stainless steel on all the walls. As a minimum requirement the suspended ceiling shall be of painted steel finish in approved color with stainless steel hairline trim, concealed in-direct lighting through crystal acrylic blocks in the ceiling & direct lighting from incandescent lamps in the trim and floor covering in Granite marble tiles of approved color. However ceiling/floor finish and lighting will be subject to Employer's selection from the available standard choices of the Manufacturer.

Type of Jamb Full Jamb in Hairline Stainless Steel at all floors

Entrance Sill Extruded Hard Aluminum

Face Plate Hairline Stainless Steel

Car Indicators Emergency Light, position and direction Indicators.

Landing Indicators Position and Direction Indicators at all landing

Floors.

Car Push Buttons Luminated Push Buttons and Luminated Door

open/close push buttons.

Landing push buttons Luminated push buttons

Alarm Bell Push inside the Car Alarm System

Power Supply 415 Volts, 3 Phase, 50 HZ

Other Features Interphone

> Car arrival chime Main floor parking Emergency car light

Car light / fan shut off – automatic

Multi beam door sensor

Overload protection device with buzzer and signal lamp
Automatic, door open time adjustment
Door nudging feature without buzzer
Door open / close button
Power-on re-leveling
Door load detector
Car call canceling
Emergency Landing Device
Photocell on Car door frames.

4. REJECTION

If at any time before the WORKS are taken over the Engineer Incharge shall:

- 4.1 Decide that any WORK done or plant supplied or materials used by the CONTRACTOR or any Sub-Contractor is or are defective or not in accordance with the CONTRACT, or that the WORKS or any portion thereof are defective or do not fulfil the requirements of the CONTRACT.
- 4.2 As soon as reasonably practicable give to the CONTRACTOR notice in writing of the said decision specifying particulars of the defects alleged and of where the same are alleged to exist or to have occurred.

So far as may be necessary place the plant at the CONTRACTOR'S disposal; and then the CONTRACTOR shall with all speed and, at his own expense, make good the defects so specified. In case the CONTRACTOR shall fail to do so the Engineer Incharge may, take at the cost of the CONTRACTOR such steps as may in all circumstances be reasonable to make good such defects. All plant provided by the EMPLOYER to replace defective plant shall comply with the CONTRACT. The CONTRACTOR shall be entitled to remove and retain all plant that the Engineer Incharge may have replaced at the CONTRACTOR'S cost.

SCHEDULE OF PRICES FOR SUPPLY, INSTALLATION, OPERATION & MAINTENANCE OF 2 NO. PASSENGER LIFT

Item #	Item Description	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1	2	3	4	5
1	Supply of Gearless Traction Type 100% Imported Passenger Lifts of Specified Make & Origin in Accordance with the drawings and conform to Technical Specifications & Technical Schedule Complete in All Respects as required to the entire satisfaction of the Engineer.			
	 a) Passenger Lifts 1 & 2 (800 Kg Capacity) For 4 Floors & Speed 1.0 Meter/Sec b) Passenger Lifts 2 (400 Kg Capacity) For 4 Floors & Speed 1.0 	1-No.		
	Meter/Sec	1-No.		
2	Installation of Passenger Lifts complete with un-loading, lifting, hanling and placing at locations as shown on drawings			
	a) Passenger Lifts 1 & 2 (800 Kg Capacity) For 4 Floors & Speed 1.0 Meter/Sec	1-No.		
	b) Passenger Lifts 2 (400 Kg Capacity) For 4 Floors & Speed 1.0 Meter/Sec	1-No.		
3	Supply & Installation of Electrical Works Including Electrical Panel, Conduiting and Wiring and excluding Main Incoming Power Feeder to the Panels installed in the Machine Rooms	1-Job		
4	Supply & Installation of Split Type Air Conditioners with wall type indoor units of capacity 1.5 tons suitable to operate in high ambient conditions complete with refrigerant copper piping with			
	closed cell type insulation and control wiring	2-No.		
5	Operation & Maintenance of 1 No. Passenger Lifts during 12 months of Maintenance Period after Commissioning	1-Job		
	TOTAL AMOUNT		Rs.	

Amount In Words	Rs.

Seal & Signature of The Tenderer

