



Bidding Document for

***Procurement of Passenger & Cargo Lifts and its Installation, Testing  
Commissioning, Operation and Maintenance***

Bank of Khyber Head Office Building Peshawar  
**Single Stage Two Envelopes**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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Site Visit	13 December, 2019 at 10.30 AM
Pre-Bid Meeting:	18 December, 2019 at 10.30 AM
<b>Last Date for Submission:</b>	<b>10 January, 2020 at 10:30 A.M.</b>
<b>Tender Opening Date:</b>	<b>10 January, 2020 at 11:00 A.M.</b>

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**Tender No.BOK/Proc/GSD/17/Dec/2019**

**CONSULTANT**

RAEES FAHEEM ASSOCIATES  
15-C PHASE 5 DHA COMMERCIAL AREA LAHORE PAKISTAN  
PH# 4237182227 ,4237182229

**ASSOCIATE LIFT CONSULTANTS:**



ACS ENGINEERING CONCERN  
HVAC & MECHANICAL CONSULTANTS  
SUITE# 402,4TH FLOOR, LAND MARK PLAZA  
JAIL ROAD LAHORE  
PH:5775419,FAX-5711982

**The Bank of Khyber, 34- The Mall Peshawar Cant.**, invite sealed bids from reputed firms/companies for procurement of 3 No. Passenger Lifts and 1 No. Cargo/passenger Lift its installation, commissioning, testing, operation and maintenance at their **Head Office Building 24 The Mall Peshawar, under KPPRA Rules Single Stage Two Envelopes.**

### **SCOPE OF WORK**

The work comprises supply, installation, testing, commissioning, operation and maintenance (during defect liability period) (of above said 3 No. Passenger Lifts and 1 No. Cargo/passenger Lift 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 and inclusive of all taxes (income tax and KPRA sales tax) 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 BOK 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 already constructed and provision of well/machine rooms for lift 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.

### **Mandatory Requirement.**

Bidder should provide its proposal in accordance with the following **Mandatory Requirements** and **Scope of Work**. Bidder can submit bid for both items and or for any one of them. Failing to which the proposal will not be considered.

<b>S.No.</b>	<b>Requirements</b>
1	Legal Status of the Bidder, copy of incorporation of business certificate to be attached
2	Company profile along with technical staff details with certificates to be attached with technical proposal.

3	Bidder must be engaged in similar nature work for the last three years, eligible to participate in the bid. <b>Evidence to be attached</b>
4	The bidder must be registered with ; <ul style="list-style-type: none"> <li>• Sales Tax Certificate</li> <li>• FBR Active Status</li> <li>• KPRA Registration having Active Status, In case of fresh application for registration, KPRA acknowledgement should be attached.</li> </ul> Copies of the above certificates and returns to be attached.
5	The bidder should be authorized dealer of the principle products with comprehensive hands on experience or trained staff (attach certificate copies). Broachers of the product attached with technical proposal.
6	Bidder must provide at least three relevant references i.e. completion certificate of deployment of similar nature of scope of work.
7	Bidder must provide at least one maintenance agreements of similar nature of work for the last three years.
8	Bidder must have legal presence in Pakistan.
9	Submission of undertaking that the firm is not bankrupt, blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan or involve any illegal activities as per law of Pakistan.
10	Complete Annual Financial Accounts Reports Last 3 Years, audited by Chartered Accountant Firm.
11	Bank Statements of Accounts of the company/firm for the last three years.
12	Bidder must sign and stamp each paper of this bid document.
13	<b>Bidder must provide 2% of total bid amount bid security/earnest money (any banking instrument excluding pay order).</b>  <b>Undertaking on stamp paper duly attested from Notary Public must be attached with Technical Proposal confirmation of 2% Call Deposits of total bid amount attached with Financial Proposal. Amount of total bid shall not be mentioned in Undertaking attached with Technical proposal.</b>
14	10% of the total bid amount performance guarantee shall be provided by the successful bidder before issuance of award of work/contract/purchase order.  Undertaking on stamp paper duly attested by notary public, regarding provision of Bank Guarantee (performance) in favour of the Bank of Khyber, Amount of total bid shall not be mentioned in Undertaking and attach with Technical proposal.
15	Bidder shall sign and stamp integrity pact on stamp paper duly attested by Notary Public, shall be attached with Technical Proposal.
16	Bidder shall provide fair price certificate on stamp paper duly attested by notary public, shall be attached with technical proposal.
17	Bidder must provide undertaking on stamp paper that all product are : <ul style="list-style-type: none"> <li>• No refurbished/ locally assembled or repaired product will be acceptable.</li> <li>• All products should carry 18 month warranty</li> <li>• International standards. (Renowned Brands only). 100% Imported branded Lift equipment from single source. Following brands or Equivalent: <ul style="list-style-type: none"> <li>OTIS – Spain</li> <li>Schindler – Spain</li> <li>Doppler – Greece</li> <li>IMEM – Spain</li> </ul> </li> </ul>

	Thyssen Krup – Spain Kone – Finland Kohler – Germany <b>Orona- Spain</b>
18	Bidder must submit manufacturer authorization letter for participation in this bid.
19	Bidder must attach their terms & conditions with technical proposal, if any. Terms & Condition if attached with financial proposal shall not be considered and regarded.

## **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 conform 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 beveled 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 SAFETY 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 BUTTONS**

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 along-with 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).

<b>3. TECHNICAL SCHEDULE</b>	
Number of Lifts	3 Nos.
Type	Gearless Traction Type Unit
Motor Location	Top based Machine room
Loading Capacity	800 Kgs
Door System	Microprocessor Based VVVF Control
Operation System	Selective Collective (Triplex)
Control System	Microprocessor Based VVVF Control System
Speed	1.5 Meter/Sec
Power System	Gearless, variable Speed, A.C. Drive, (suitable for a duty cycle of 240 starts per hour).
\Travel	96'-3"
Floors/Stops	Basement 1, 2, Ground, 1 <sup>st</sup> to 6 <sup>th</sup> (9 Floors same line)
Well Size	As per drawing
Car Size (W xD x H)	Manufacturer's Recommended
Pit Depth	4'-3"



Car Entrances	One
Car Door	Automatic, Two Panel Center Opening, 900 mm (W) x 2100 mm (H), of material Hairline Stainless Steel
Landing Door	Automatic, Two Panel Center Opening, 900 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. <b>However ceiling/floor finish and lighting will be subject to BOK's selection from the available standard choices of the Manufacturer.</b>
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 H
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. <b>Provision of CCTV Camera installation in Lift Cabin</b>
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Note: The Contractor shall also check the dimensions of well, entrance, pit and headroom on site.

<b>TECHNICAL SCHEDULE</b>	
Number of Lifts	1 No.
Type	Gearless Traction Type Unit
Motor Location	Top based Machine room
Loading Capacity	1,250 Kgs
Door System	Microprocessor Based VVVF Control
Operation System	Selective Collective (Simplex)
Control System	Microprocessor Based VVVF Control System
Speed	1.5 Meter/Sec
Power System	Gearless, variable Speed, A.C. Drive, (suitable for a duty cycle of 240 starts per hour).
Travel	96'-3"
Well Size	Floors/Stops Basement 1,2, Ground, 1 <sup>st</sup> to 6 <sup>th</sup> (9 Floors same line), As per drawing
Car Size (W x D x H)	Manufacturer's Recommended
Pit Depth	4'-3"
Car Entrances	One
Car Door	Automatic, Two Panel Center Opening, 1100 mm (W) x 2100 mm (H), of material Hairline Stainless Steel
Landing Door	Automatic, Two Panel Center Opening, 1100 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. <b>However ceiling/floor finish and lighting will be subject to BOK's selection from the available standard choices of the Manufacturer.</b>
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. Provision of CCTV <b>Camera Installation in Cargo lift Cabin</b>

Note: The Contractor shall also check the dimensions of well, entrance, pit and headroom on site.

## TECHNICAL EVALUATION CRITERIA:

Following criteria shall be used for the selection of the firm:

r. No.	Description	Maximum Points
Part-A , Company Profile Total 40 Marks		
i)	Projects of similar nature and complexity completed over last 3 years. (3 Marks Against Each Project)  No marks will be awarded, if completion certificates and Performance Certificates not attached  5 and above project=15 marks 4 projects = 12 marks 3 projects = 9 marks	15
ii)	At least 2 Projects of similar nature and complexity in hand. (5 Marks Against Each Project)  No marks will be awarded If Purchase Orders/Award Letters not attached  2 projects = 15 marks 1 projects = 8 marks	15
i)	Mechanical Engineer, Must be graduate in Mech engineering with minimum 5 years experience in relevant field (01 No's)	5
ii)	Supervisor, DAE with minimum 5 years' experience in relevant field. (01 No's)	3
iii)	Technician, DAE with minimum 5 years' experience in relevant field. (01 No's)	2
30 Marks out of 40 marks is mandatory		

Part-B, Demo and Presentation total 35 Marks		
1.	Demo and Presentation related to equipment for the job. Presentation must cover complete scope of work mentioned in this bid document.	
25 Marks out of 35 Marks is mandatory		
Part-C, Company Financials Total 25 Marks		
	Company turn over for the last three years Minimum Rs.150 (Million) , verified from the Audit Financial Accounts. Less Rs.300 (Million) and above = 15 Marks  Less than Rs.150 Million and greater than Rs.100(Million)=10 marks	15
	ISO/EN Standards Certification of the product  ISO/TC 178= 10 marks EN standards/81=10 Marks	10
15 marks out of 25 marks is mandatory		
Mandatory marks of all parts, (A, B, C) shall be required to obtain by the bidder.		

**Award of Work Mechanism**

Award of work shall be awarded to lowest quoted price bidder, subject to qualification of minimum marks criteria of technical evaluation.

Financial Proposal format.

**SCHEDULE OF PRICES**  
**FOR SUPPLY, INSTALLATION, OPERATION & MAINTENANCE OF**  
**4 NOS. LIFTS**

Item No.	Item Description	QTY.	Unit Rate inclusive of all Taxes (Rs.)	Amount inclusive all taxes (Rs.)
1	2	3	4	5
1	Supply & Installation of Traction Type 100% Imported Lifts of Specified Make & Origin Complete in Accordance with the drawings and conform to Technical Specifications, Technical Schedule Complete in all respects as Required to the entire Satisfaction of the			
	Passenger Lifts 800 Kg (10 Person)	3-Nos.		
	ii) Cargo/Passenger Lift 1250 Kg (16 Person)	1-No.		
2	Supply & Installation of Electrical Works Including Electrical Panel, Conduiting and Wiring and excluding Main Incoming Power Feeder to the Panels installed in the Lift Machine Rooms	1-Job		
3	Supply & Installation of Split Type Air Conditioner of Capacity 1.5 Tons 3 Nos. Including Refrigeration Copper Piping with Closed Cell Foam Insulation & Control Wiring Complete with Gas Charging, Testing & Commissioning	1-Job		
4	Operation & Maintenance of 4 No. Lifts during 12 months of Maintenance Period after Commissioning.	1-Job		
5	All civil works (concrete cutting, plaster work, brick work etc). The contractor shall visit the premises and quoted the rate accordingly. <b>NOTE: The bidder shall submit the detail list (as Annexure) of civil works mentioning the quantities and related rates / amount.</b>	1-Job		
6	<b>Providing and Fixing of H Beam in passenger lifts well</b>	<b>1-Job</b>		
<b>TOTAL AMOUNT</b>		<b>Rs.</b>		

**AMOUNT IN WORDS** Rs. \_\_\_\_\_

**Seal & Signature of  
The Bidder**

## **TERMS & CONDITIONS**

1. The Procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Procurement Rules 2014 on **Single Stage Two Envelopes Procedure**. Envelopes clearly marked as Technical Proposal and Financial Proposal separately.
2. Company seal / stamp must be fixed on the Proposals.
3. All the firms applied for the Tender must provide documents in line with the Mandatory requirements and should qualify the mandatory requirements. **If any firm fails to qualify the mandatory requirements, bid shall be considered as nonresponsive bid.**
4. Bids not complying with all the given clauses in this tender document are liable to be rejected.
5. **Bid Security/earnest money (Any banking instrument excluding pay order) 2% of the total bid amount must be attached with financial proposal in separate sealed envelope in favor of The Bank of Khyber.**
6. Successful bidder will provide 10% of the bid amount performance Guarantee (issue by the Bank only) before execution of contract in favour of the Bank of Khyber. Other bid securities will be returned.
7. The prices quoted shall remain valid for 120 days, after the date of opening the tender.
8. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.
9. Completion of work must be made within 120 days of issuance of works order.
10. The Bank of Khyber will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
11. Successful bidder must provide one-year free maintenance from date of completion of project and issuance of satisfactory certificate
12. No negotiations and revised bids will be allowed.
13. Any bid submitted after due date and time will not be entertained.
14. Interested bidder can visit the Site on 13 December, 2019, at 10.30 AM, 24 The Mall Peshawar Cantt.
15. Pre bid meeting will be held on 18 December, 2019, at 10.30 am in the Office of, Incharge Procurement Department, at 29 A The Mall, Peshawar Cantt.
16. **Bidders are required to submit sealed proposals to the office of the In-Charge Procurement Department, The Bank of Khyber on or before 10 January, 2020 at 10:30AM. Tender Opening on same day at 11.00 AM at The Bank of Khyber, Head Office.**

17. This bid document shall prevail over the company's own standard terms and conditions.
18. All drawings and documents submitted are to be endorsed by the bidder, or his principal, so authorized with official seal of stamp.
19. Bidder 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.
20. 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 is being procured.

**21. Bidder can apply in consortium.**

22. List of complete parts of the offered equipment with technical details.
23. 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 BOK.
24. Bidder may ask query with respect to clarification of bid document contents in writing seven days before the last date of submission of the bid through courier service.
25. The successful bidder will be required to enter into and execute a contract.
26. Successful bidder written acceptance of the tender shall constitute a contractual relationship between the parties until such time as the formal agreement is signed.
27. Successful bidder 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.
28. The successful bidder shall make his own arrangements for scaffolding, storage and office etc., the owner will not be responsible for this.
29. BID document terms and & conditions shall prevail over the company/firm own standard terms and conditions.
30. Amount of Liquidated Damages is 0.1% of the contract price per day upto a maximum of 10% of contract price

31. Mode of Payment:

1st installment equal to 60% of the contract value shall be paid by the BOK as advances against Mobilization Advance Guarantee issued by schedule Bank in Favour of the Bank of Khyber.

2nd installment equal to 25% of the contract value shall be paid by the BOK at the time of delivery of Lift equipment after inspection and satisfactory report from the Project Manager at Site.



The balance 15% payment shall be paid by the BOK after completion of lift installation works and commissioning.

5% Percent of Retention Money deduction on gross amount from pay bills.

32. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- Received without Bid Security;
- It is received after the date and time fixed for its receipt;
- The tender document and the bid is unsigned;
- The offer is ambiguous;
- The offer is conditional i.e. **No advance payment, currency fluctuations etc.**
- The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
- Hand written bids shall NOT be accepted; it must be typed.

**In-Charge Procurement  
The Bank of Khyber**

29-A, The Mall, Peshawar Cantt.  
Phone No: 0915275352.

**Company Name**

**Authorize Personnel**

**Email Address**

**Mailing Address**

**Cell Number**

**Landline Number.**

## FORM OF TENDER Must be attached with Financial Proposal

TENDER FOR Procurement of Passenger & Cargo Lift and its INSTALLATION, COMMISSIONING, Testing,  
Operation Maintenance  
BANK OF KHYBER HEAD OFFICE, 24 THE MALL PESHAWAR CANTT.

**The Incharge Procurement ,  
Bank of Khyber, Head Office,  
29-A -The Mall,  
Peshawar Cantt.**

Dear Sir,

Having examined the Instructions to Bidders, 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 3 no. Passenger lifts & 1 No. Cargo/passenger Lift in conformity with the Scope of Work, Conditions of Contract, Specifications and Bill of Quantities for the tender price of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) or such other sum as may be ascertained 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 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiration of that period, and agree to absolutely forfeit the full value of the tender guarantee to the BOK without prejudice to any other rights or remedies of the BOK should we withdraw or modify the tender before the expiration of the said period of 120 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 of 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 favor or made payable to you from (Bank)

\_\_\_\_\_ in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) being not less than 2% of the tender price of the whole of the works.

9- We understand that we will be required to submit a performance guarantee for the performance of this contract.

10- We understand that the bill of quantities and summary of cost attached thereto form part of the tender.

We acknowledge receipt of the following circular letters/ addenda and corrigenda, if any:

	Reference Number	Date
1-	_____	_____
2-	_____	_____
3-	_____	_____

and confirm we have taken account thereof in our tender.

\_\_\_\_\_  
To be completed by the bidder:

Date: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_  
The above tender is hereby accepted by me on behalf of M/s. Bank of Khyber, Head Office, 34-The Mal, Peshawar Cantt.

Signature: \_\_\_\_\_, Seal: \_\_\_\_\_ Date: \_\_\_\_\_

**(On stamp paper without mentioning the Bid Amount)**  
**INTEGRITY PACT**

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: **[To be filled in at the time of signing of Contract]** Contract Title: \_\_\_\_\_ [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from The Bank of Khyber or any administrative subdivision or agency thereof or any other entity owned or controlled by The Bank of Khyber through any corrupt business practice.

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

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

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

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

Name of Seller/Supplier: ..... , Signature: ..... {Seal},

**Notary Public:**

(to be filled on Stamp paper dully attested from Notary public)

Fair Price Certificate  
(TO BE ENCLOSED WITH BID DOCUMENT)

I/We, M/S

hereby certify that prices quoted by us against The Bank of Khyber, for the tender No. are the lowest and most competitive as generally applicable to all other buyers and or sold through our agents as per prevailing international market as on the date of quote and if it is established at any stage that these were higher we shall be held responsible and agree to pay immediately the differential to The Bank of Khyber.

SIGNATURE AND SEAL OF THE  
BIDDER/MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER

(must be on stamp paper duly attested by notary public)

**UNDERTAKING FOR PROVISION OF BANK PERFORMANCE GUARANTEE**

We M/s \_\_\_\_\_ hereby undertake that upon  
declaration of successful bidder of bok tender No. \_\_\_\_\_  
for Procurement of Passenger and cargo lifts its installation, commissioning, testing, operation  
and maintenance, at BOK HO Tower 24 the Mall, Peshawar, we shall be bound to submit  
Performance Guarantee issued by schedule Bank in favour the Bank Of Khyber 10% of the total  
bid amount.

M/s.

Witnesses

1.

2.

Notary Public

**Performance Bank Guarantee Form**  
*in respect of*  
**PURCHASE ORDER / CONTRACT AGREEMENT**

**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

WHEREAS The Bank of Khyber hereinafter called the "BOK") having its registered office at 34 The Mall Peshawar by an agreement made between \_\_\_\_\_ (hereinafter called the "Supplier/Service Provider") has awarded the contract (hereinafter called the "Contract") vide agreement / letter / P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ for the supply of goods / works / services specified in the said Purchase Order / contract agreement.

AND WHEREAS in accordance with the provisions of clause \_\_\_\_\_ of the acceptance letter dated \_\_\_\_\_ the supplier is required to furnish a bank guarantee for the due performance and observance of all the terms provisions and stipulations of the Contract/Purchase Order by the Supplier / Service Provider and the Supplier / Service Provider has requested the \_\_\_\_\_ Bank Limited to issue the said Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). equivalent to <specify %> \_\_\_\_\_ of the total value shown in the Purchase Order.

IN CONSIDERATION of the premises we the \_\_\_\_\_ Bank Limited branch at \_\_\_\_\_ hereby guarantee irrevocably and unconditionally forthwith to pay to the BOK without reference to the Supplier/ Service Provider on the first demand of the BOK in writing stating that the Supplier / Service Provider has committed a default under the Contract/Purchase Order without any further statement of the particulars of such default and notwithstanding any contestation by the Supplier / Service Provider an amount \_\_\_\_\_ not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

AND WE, \_\_\_\_\_ Bank Limited branch at \_\_\_\_\_ hereby further declare that no alteration in the terms of the Contract/Purchase Order or in the scope extent or nature of supplies therein and no allowances of time by the BOK under the Contract /Purchase Order nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract/Purchase order on the part of BOK shall in any way release this Bank from any liability under this Guarantee.

The validity of this Guarantee shall expire after \_\_\_\_\_ days on \_\_\_\_\_ of the completion of delivery of supplies to the Procuring Entity by the Supplier / Service Provider in conformity with the provisions of the Contract/Purchase Order. After its expiry the BOK shall return this Guarantee to the Supplier for cancellation by this Bank.

IN WITNESS WHEREOF this Guarantee has been signed and stamped on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

GUARANTOR (Bank)

Signatures \_\_\_\_\_

Names \_\_\_\_\_

Designation of the Authorized Officers \_\_\_\_\_

Name & Seal of the Bank \_\_\_\_\_

WITNESSES

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

Name \_\_\_\_\_

CNIC # \_\_\_\_\_

Add \_\_\_\_\_

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

Name \_\_\_\_\_

CNIC # \_\_\_\_\_

Add \_\_\_\_\_



MOBILIZATION ADVANCE GUARANTEE

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Guarantee No \_\_\_\_\_

Date of Issue \_\_\_\_\_

Amount: PKR \_\_\_\_\_

Date of Expiry \_\_\_\_\_

Name of Beneficiary \_\_\_\_\_

Address \_\_\_\_\_

We \_\_\_\_\_ been \_\_\_\_\_ informed \_\_\_\_\_ that \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called the 'Procuring Entity') has entered into a Contract for \_\_\_\_\_ (hereinafter called the "Contract") (Particulars of Contract) with \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Entity has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

AND WHEREAS, \_\_\_\_\_ Bank Limited Branch Address \_\_\_\_\_ (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Entity agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

Notice in writing of any default, of which the Procuring Entity shall be the sole and final judge, on the part of the Contractor, shall be given by the Procuring Entity to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall stand effective and valid if and only if the amount of Rs \_\_\_\_\_

(Rupees \_\_\_\_\_)

\_\_\_\_\_ being the mobilization advance \_\_\_\_\_ is received by our \_\_\_\_\_ Branch for credit to Account No \_\_\_\_\_ under lien to the Bank of Khyber and a written confirmation to this effect is issued by the beneficiary / procuring entity.

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

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

IN WITNESS WHEREOF this Guarantee has been signed and stamped on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

GUARANTOR (Bank)

Signatures \_\_\_\_\_

Names \_\_\_\_\_

Designation of the Authorized Officers \_\_\_\_\_

Name & Seal of the Bank \_\_\_\_\_

WITNESSES

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

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

Name \_\_\_\_\_

CNIC # \_\_\_\_\_

Add \_\_\_\_\_

Name \_\_\_\_\_

CNIC # \_\_\_\_\_

Add \_\_\_\_\_

## FORM OF AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between **Bank Of Khyber Peshawar** hereinafter referred to as the BOK (with expression shall where the context so admits, include their successors in office and assigns) of the ONE PART, and Messrs. \_\_\_\_\_ hereinafter referred to as the "Contractor" (which expression shall include the successors, assigns of the said firm, heirs, executors, administrators and assigns of the partners of the said firm individually or severally) of the OTHER PART.

WITNESSETH:

WHEREAS, under due procedure, quotations of rates and tenders have heretofore been received by the BOK for **Supply, Installation, Testing and Commissioning of 3 No.**

**Passenger Lifts & 1 No. Cargo/Passenger Lift for Bank Of Khyber Head Office Building The Mall Peshawar Cantt.** Hereinafter called the "Works" and the tender of the contractor for the said works has been accepted by the BOK.

NOW, THEREFORE, for and in consideration of the promises, negotiations, covenants and agreement hereinafter contained and to be performed by the parties hereto, the said parties hereby 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 BOK 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 and 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 15 days of the issue from the BOK 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 \_\_\_\_\_ 2019.
- 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 BOK 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 BOK 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)

By \_\_\_\_\_

2) \_\_\_\_\_  
(Seal)

Contractor

3) \_\_\_\_\_

By \_\_\_\_\_

## CONDITIONS OF CONTRACT

### **Clause-1, Definitions and Interpretations**

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)

BOK means Bank of Khyber, 34- The Mall, Peshawar Cantt., which expression shall include their successors in office and assigns.

c)

"Project Manager" the person named (or any other competent person appointed by the BOK and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for the detailed day-to-day supervision of the execution of the Works and administration of the Contract.

d)

"Consultants" means M/s. Raees Fahim & Associates, 15-C Phase-5, DHA Commercial Area, Lahore Tel: 042-37182227-9 or such other persons as shall be nominated or appointed by the BOK and who shall carry out detailed supervision of works and make recommendations to the BOK on all matters concerning the Works and Contract.

e)

"Contractor" means the Bidder whose Tender has been accepted by the BOK and shall include their successors, permitted assigns, heirs, executors, administrators and permitted assigns of the partners of the firm individually or severally.

f)

"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.

g)

"Specialist Contractor" means such other contractors who are appointed by the BOK to perform other services and facilities simultaneously with this Contract.

h)

"Maintenance Period" means the Defects Liability Period named in Clause-19 reckoned from the date of completion of works as certified by the Project Manager in his Certificate (final or other).

i)

“Tender Price” or “Contract Price” means the tendered cost of whole of the Works, as agreed and accepted by the BOK and which will be subject to adjustment as per Conditions of Contract.

j) “Earnest Money” means the Tender Guarantee amount submitted by the Bidder with his tender.

k) 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.

l) “Contract” means the agreement contained in the contract agreement and the documents set out in the Contract agreement as forming part thereof.

### **Clause 2 Security Deposit**

The BOK 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 2% of all monies so payable, such deduction compensations or other sums of money payable by the Contractor to the BOK 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 BOK 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.

### **Clause 3, Compensation**

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 as (the Project Manager's decision in writing shall be final) for every day that the work remains un-commenced or unfinished after the proper dates.

### **Clause-4, Action when whole of security deposits forfeited**

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 BOK shall have power to adopt any of the following course, 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 Project Manager 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 BOK.

b)

To employ labour paid by him (the BOK) 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 Project Manager 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 Project Manager 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 Project Manager 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 BOK 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 BOK 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 work or the performance of the Contract. And in the case that 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 Project Manager 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, Power to take possession of, require removal of or sell contractor's plant Clause-5

In any case in which any of the powers conferred upon the BOK 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 notwithstanding 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 BOK 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 Project Manager whose certificate thereof shall be final, otherwise the Project Manager 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 Project Manager 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 Project Manager as to the expense of any such removal and the Power to take possession of, require removal of or sell contractor's plant amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.



#### **Clause-6, Extension of Time**

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 Project Manager within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Project Manager 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.

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

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 BOK 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 Project Manager.

#### **Clause-8, Final certificate**

Without prejudice to the rights of the BOK under any clause hereinafter contained, on completion of the Work the Contractor shall be furnished with a certificate by the Project Manager 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 Project Manager 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.

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

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 Project Manager 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 Project Manager 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 Project Manager's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**Clause-10, Bills to be submitted monthly**

A bill shall be submitted by the Contractor each month on or before the date fixed by the Project Manager for all work executed in the previous month, and the Project Manager 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.

**Clause-11, Bills to be on printed forms**

The Contractor shall submit all bills duly entered on the printed forms approved by the Project Manager, 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 Project Manager for such work. The Contractor shall also submit, one original with 4 copies of the Abstract of each Bill printed forms.

**Clause-12, Work to be executed in accordance with specifications, drawings, orders etc.**

The Contractor shall execute the whole and every part of the Work in the most substantial and workman-like manner, and 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 Project Manager.

**Clause-13, Removal of employees workmen and foreman**

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

**Clause-14, Alteration in specification and designs Do not invalidate contract**

The Project Manager 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 Project Manager 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.

**Clause-14.1, Extension of time in consequence of alterations**

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 Project Manager shall be conclusive as to such proportion. And if the altered, additional or substituted work not covered 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 Project Manager. In the event of disagreement, the Project Manager shall fix such rate as may in his opinion be reasonable and proper having regard to the circumstances.

**Clause-15, No compensation for alteration in or restriction of work to be carried out,**

If at any time after the commencement of the Work the BOK shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Project Manager 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.

**Clause-16, Action and compensation payable in case of bad work**

If it shall appear to the Project Manager or his sub-ordinate incharge 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 Project Manager specifying the work, materials or articles complained of notwithstanding 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 Project Manager 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.

**Clause-17, Works to be open, Contractor or responsible agent to inspection**

All work under or in course of execution or executed in to be present, pursuant of the Contract shall at all times be open to the inspection and supervision of the Project Manager and his representative and the Contractor shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Project Manager 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 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.

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

The Contractor shall give not less than five days' notice in writing to the Project Manager or his representative incharge 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 cover up or place beyond the reach of measurement any work without the consent in writing of the Project Manager or his representative incharge 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.

**Clause-19, Contractor liable for damage done and imperfections for 12 months after completion.**

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 Project Manager in his certificate (final or other) the Contractor shall make good the same at his own expense; or in default, the Project Manager may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Project Manager 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 Project Manager in his Certificate.

**Clause-20, Contractor liable for damage arising from non-provision of lights fencing etc.**

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 BOK), 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 Project Manager 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 Project Manager 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 defense 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 away 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 compromise any claim by any such person.

**Clause-21, Labour**

No female labour shall be employed by the Contractor.

**Clause-21A , Child labour**

No labourer below the age of 16 years shall be employed on the work.

**Clause-21B , Fair wages**

The Contractor shall pay his labourers not less than the wages paid for similar work and jobs by the Government.

**Clause-23, Contractor liable for payment of compensation to injured workmen or, in case of death of their relatives**

In every case in which by virtue of the provision of Section- 12, sub-section (1) of the Workmen's Compensation Act, 1923, the BOK is obliged to pay compensation to an employee of the Contractor in execution of the works, the BOK will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BOK under Section-12, sub-section (2) of the said Act, the BOK shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the BOK to the Contractor whether under this Contract or otherwise, or from the Performance Bond. The BOK shall not be bound to contest any claim made against him under Section-12, sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to the BOK full security for all costs for which the BOK might become liable in consequent of contesting such claim.

**Clause-24, Work not to be sublet**

The Contractor shall not assign or sublet any of the Work without the written approval of the BOK and if the Contractor shall assign or sublet his Contract or attempt so to do or become 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 BOK 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 BOK may thereupon rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Project Manager shall be conclusive evidence), and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the BOK 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.

**Clause-25, Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.**

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

**Clause-26, Deduction of Performance Bond amounts due to BOK on any account whatever**

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 BOK 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 BOK to the Contractor either in respect of this Contract, any other work order or contract or on any other account or from the

**Clause-27, Change in constitution**

In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Project Manager for his information.

**Clause-28, Work to be done under direction of the Project Manager**

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Project Manager 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.

**Clause-29, Claims for payment of an extra ordinary nature to be referred to the BOK 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 Project Manager 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 BOK.

**Clause-30, Settlement of disputes**

In the event of any difference or dispute between the Project Manager 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 **President Bank of Khyber**, or to any person appointed by the said President in 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 Project Manager or the BOK shall be excluded from arbitration.

**Clause-31, Lump-sum in Bill of Quantities**

When the Bills of Quantities includes a lump-sum in respect of 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, or if part of that item is not, in the opinion of the Project Manager, capable of measurement the Project Manager may at his discretion make part payment of the lump-sum amount and the certificate in writing of the Project Manager shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

### **Clause-32, Action where no Specification**

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 Project Manager.

### **Clause-33, Depositing of material without Inconvenience**

The Contractor shall not deposit any material on any site, which will cause inconvenience to the public. The Project Manager 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.

### **Clause-34, Description of work-item is brief**

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 Project Manager fully describe the work to be carried out.

### **Clause-35, Doubts to be referred to the Project Manager**

The Contractor shall carefully read the detailed specification and if he has any doubts he should get them clarified from the Project Manager, at least 14 days in advance and such that no delay is caused to the Works.

### **Clasue-36, Increase or decrease of costs**

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.

### **Clause-37, Rates inclusive**

All rates unless otherwise specified include the cost of the of all taxes etc. following and any fluctuations thereof: Royalty, Malkana, Octori, terminal tax, sales tax, **KPRA 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.

### **Clasue-38, Detailed programme to be submitted**

The Contractor shall within ten days of the Acceptance of this tender submit to the Project Manager 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 Project Manager may from time to time require. The submission to or approval by the Project Manager of such programme or such particulars or information shall not relieve the Contractor of any of his duties, responsibilities or obligations under the Contract. The programme of construction as submitted by Contractor and approved by the Project Manager

shall be the basis for checking the progress of work. The detailed programme shall conform to the requirements of Clause-3 hereof.

#### **Clause-39, Secured advance against materials**

A secured advance may be included in intermediate payments 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 Project Manager to make such payment and will only be paid in exceptional cases where the Project Manager is convinced that such payment will be in the interest of work and are likely to accelerate the progress. The value assessed by the Project Manager for such advance shall not be more than 70% of the invoiced value of the materials. The payment against Secured Advance shall only be released upon providing Indemnity Bond by the Contractor on Stamp Papers stating that the Contractor will be fully responsible for the security and safe storage of the supplied equipment/materials at Site. The Contractor will be fully responsible for any kind of damages of any equipment/material until the Lift equipment is assembled and commissioned satisfactorily. The indemnity bond will only be released after satisfactory commissioning of the equipment.

#### **Clause-40, Payment**

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

#### **Clause-41, Site clearance on completion**

On completion of the Work or earlier as may be directed by the Project Manager, 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 short, shall leave the site in a neat and tidy condition.

#### **Clause-42, Quality of materials and workmanship and tests**

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Project Manager's instructions and shall be subjected from time to time to such as the Project Manager 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 Project Manager.

#### **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 Project Manager 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. not provided for:**

The cost of samples and tests for the materials supplied by the BOK shall be borne by the BOK.

**Clause-43, Performance bond**

The Contractor shall deposit with the BOK 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 BOK which shall be unconditionally guaranteed by a Scheduled Bank established in Pakistan. No interest will be paid in respect thereof by the BOK 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 BOK 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 BOK may at any time deduct from the amount of the Performance Bond any sums (for which the Contractor shall become liable to the BOK) which are not promptly paid by him, without any previous notice to the Contractor or observance of any legal or other formality. The BOK 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.

**Clause-44, Insurance**

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 from 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 BOK and the Contractor, and shall be with any insurer named hereunder and in terms approved by the BOK and the Contractor shall, whenever so required, produce to the Project Manager 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 BOK 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 BOK 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 BOK 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. It shall be the duty of the Contractor to notify the insurer of any of the insurance policies referred to above insurance he is required to be notified and contractor shall accept all liabilities resulting from any default by him.

### **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 BOK 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 radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by supersonic speeds, or any such operation of the forces of nature as an experienced contractor could not foresee or reasonable make provision for or sure 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. Security General Insurance Company
3. Eastern Federal Union (EFU) 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 BOK may provide all help to OBTAIN power and connections. The 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.

### **Clause-46 Site order book**

The contractor shall maintain at the site of works a "Site Order Book" (of triplicate leaves) for taking instructions and directions from the Project Manager and his subordinates incharge of works.

### **Clause-47, Drawing to be available at site**

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.

#### **Clause-48, Sign board**

The contractor shall provide a suitable size sign board at an approved location indicating the names of the BOK, project, Contractors and consultants, as approved by Project Manager.

#### **Clause-49, Progress report**

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

#### **Clause-50, Electrical works**

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

#### **Clause-51.1, Co-ordination with work of other**

The Contractor shall co-ordinate his work, at his own cost, with the work of other general specialist and nominated

#### **Clause-51.2, Contractors**

Contractors and shall maintain proper liaison with them for this purpose. The Contractor shall notify the Project Manager at least 14 days in advance and such that no delay is caused to the Works of any discrepancies in the drawings, specifications, existing construction which are likely to cause a delay in the works.

#### **Clause-52, Materials supplied by BOK**

If the Contractor provides for the use of any materials to be supplied by the BOK, 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 BOK and shall not on any account be removed from the site of the work without the written permission of the Project Manager, 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 BOK's store, if by a notice in writing under his hand the Project Manager 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.

#### **Clause-53, No claim for delay in supply of materials by the BOK**

There may be delay in supplying the materials by the BOK and the Contractor is, therefore, required to keep himself in touch with the day-to-day position regarding the supply of materials by the BOK 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 BOK on this account except that extension in time for completion as per clause-6 hereof may be granted.

**Clause-54 , Return of materials supplied by BOK**

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 BOK 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 BOK and use such materials economically and solely for the purpose of the contract and not dispose them of without the permission of the BOK and return if required by the Project Manager, 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 Project Manager 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 Project Manager 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 BOK for all monies, advantages or profits resulting or which in the usual course would have resulted to him but for reason of such breach.

**Clause-54, Storage of materials & equipment**

The Contractor is solely responsible for the safe storage of all materials and equipment required for the works.

**Clause-55, Protection of the works**

The Contractor is solely responsible for the protection of the Works, until the issue of the completion certificate.

1. APPLICABLE LAW

This Agreement shall be solely governed by the substantive and procedural laws of Islamic Republic of Pakistan and includes but is not limited to the directives and circulars issued from time to time by the State Bank of Pakistan and or any other Federal or Provincial Government or its agency etc.

2. INSPECTION AND AUDIT BY THE BANK

The Service Provider shall upon reasonable notice by the Bank allow the Bank's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as set forth in this contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

3. TAX, DUTIES AND OTHER APPLICABLE LAWS

BOK is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.

Any additional tax, levies, duties or modification in the existing rates of tax or other applicable laws imposed during the currency of this contract shall also be withheld from payment by BOK.

4. EFFECTIVENESS OF CONTRACT

The Contract shall come into effect on the date the Contract is signed by both parties and such date as may be stated in the Special Conditions of Contract.

5. COMMENCEMENT OF SERVICES.

This agreement shall be for a period of \_\_\_ years commencing from the date of its effectiveness / execution \_\_\_\_\_ and will expire on \_\_\_\_\_ and may be extended for such further period and upon such terms and conditions as the parties may mutually agree to, if the contract is not extended 15 days before the date of its expiry it shall stand terminated automatically.

6. MODIFICATION

No amendment, addenda or other modification of this Agreement shall bind either Party hereto unless made in writing and signed by duly authorized representative of both the Parties with the actual authority to agree to same.

7. FORCE MAJEURE

If there occurs an act of God, government action (whether with or without valid jurisdiction), war, war-like activity, riots, rebellion, insurrection, civil commotion or any other occurrence that is reasonable beyond the control of either Party or which makes it impracticable for either Party to continue to provide its performance hereunder, such affected Party will have the right to terminate this Agreement by reasonable written notice to the other Party.

8. TERMINATION

The Bank may terminate the Contract, by not less than thirty (30) days "written notice of termination to the Service Provider, in case of the occurrence of any of the events specified herein below." (a) If the Service providers fails in the performance of their obligations under the Contract, within thirty (30) days after being notified in writing or within any further period as the Bank may have subsequently approved in writing. (b) If the Service Provider become insolvent or bankrupt. (c) If, as the result of Force majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (d) If the Service Provider in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (e) If the Service provider does not maintain a Performance Guarantee. (f) If the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid without assigning any reason thereof and without prejudice to any other right or remedy as may be available to the Bank. (g) If the Bank, in its sole discretion, decides to terminate this Contract, without assigning any reason thereof and without prejudice to any other right or remedy as may be available to the bank, in such an eventuality prior notice by the Bank shall not be required.

9. INDEMNITY

The Service Provider agrees to hold the BOK, its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees, agents and associates, harmless and indemnified against any claims, losses or disputes arising as a result of any material breach of any obligations under this agreement without limitation to any failure on part of the BOK to comply with applicable Laws, Rules, Regulations concerning performance under this Agreement. The indemnity contained in this Article shall survive any termination / expiry of this Agreement.

10. SEVERABILITY

If any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. This Article shall survive termination of this Agreement.

11. PERFORMANCE REQUIRMENTS:

If the services performed by "the Service Provider" are below the standards agreed, the Bank of Khyber "BOK" reserves the right to terminate the agreement at its option by giving 30,days' notice to " the Service Provider" for improving its services up to the standards failing which it shall be considered as terminated. The Termination under this clause shall not affect the rights of the BOK as may be available to it under this agreement or under any other law.

12. PERFORMANCE REVIEW MEETINGS:

"The Service Provider" and "BOK" may arrange meetings on need basis to review the performance of maintenance service to overcome gaps if any and decide on future strategy plan. Company shall ensure quality of service to the satisfaction of the BOK.

13. ASSIGNMENT:

None of the Parties shall be allowed to assign any of such Party's right under this Agreement (including by merger or other operations of Law) without the prior written consent of the other party hereto, and any purported assignment without such consent shall be void, except that either Party hereto may assign all of its rights and obligations under this Agreement to an affiliate or subsidiary.

14. CONFIDENTIALITY

- a) The Service provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employees shall keep and

maintain all information and documents relating to The Bank in strict confidentiality.

- b) The Service Providers and their Sub-contractors either of them shall not, either during the term or within three (3) years after the expiry of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the Bank's business or operations without the prior written consent of the Bank.

15. LIQUIDATED DAMAGES (for Payments of Liquidated Damages)

The Service Provider shall pay liquidated damages to the Bank at the rate per day stated in the Special Conditions of Contract. The total amount of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Bank may deduct liquidated damages from payments due to the Service Provider.

16. PERFORMANCE SECURITY

The Service Provider shall provide the Performance Guarantee to the Bank prior to the date of execution / commencement of services. The performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Bank, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.

17. DISPUTE RESOLUTION

The parties hereto expressly agree that all disputes shall amicably settled between the parties through their senior level management i.e. in case of Bank THE BANK OF KHYBER \_\_\_\_\_ and in case of the Service Provider / Company \_\_\_\_\_. In case the representatives of both of the parties failed to reach an amicable resolution within 15 days it shall be referred to the Head Office of BOK for resolution which decision in this regard shall be final and binding upon the parties.

ARBITRATION / DISPUTE RESOLUTION

- a) The Parties shall endeavor to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with Arbitration Act, 1940 and the rules made thereunder.
- b) Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of

the arbitration shall be Peshawar and the arbitration proceedings shall be conducted in English Language.

#### OTHER PROVISIONS

In case if any provision of this contract is held invalid for any reason, the other provisions shall remain in full force and will be implemented as far as possible.

The provisions of this Contract / Agreement which by their nature extend beyond the termination or expiry shall survive the expiry or termination of this Contract.

Headings are for the convenience of reference and shall not affect the interpretation of the Contract.

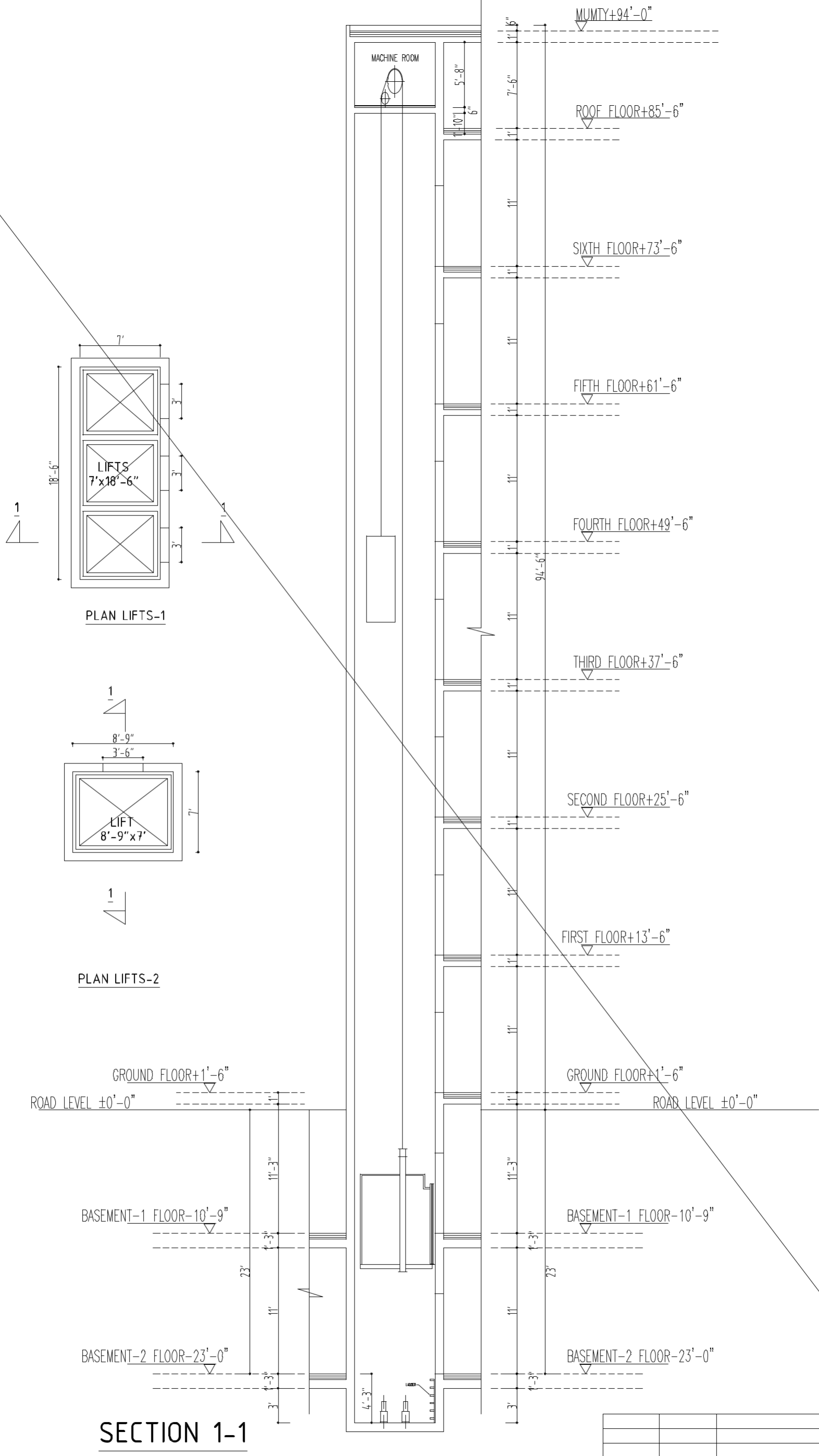
The Service Provider will sufficiently supervise his employees, manage all the matters with regard to communication of orders (verbally or in writing as deemed suitable), issuance of warnings, terminations, NOCs, experience certificates and all notifications etc. Besides that the Service provider will also record attendance and manage leave record of all of his employees.

The matter may be proceeded with subject to taking into consideration other technical aspects at your end & in accordance with practice and policy of the Bank and SOPs in order to safeguard the Bank's interest.





# DRAWINGS



**SECTION 1-1**

REV.	DATE	DESCRIPTION

LIFT CONSULTANT :  

**ACS ENGINEERING CONCERN**  
 HVAC & MECHANICAL CONSULTANTS  
 SUITE# 402, 4TH FLOOR, LAND MARK PLAZA  
 JAIL ROAD LAHORE  
 PH:5775419, FAX-5711982

PROJECT:  
**BANK OF KHYBER**

DRAWING NO. :  
 LP-01  
 SCALE :  
 1/8"  
 DRAWN BY :  
 IS  
 JDBB NO. :  
 ACS-267  
 DATE :  
 JULY-2019  
 CHECKED :  
 SRK

SCHEDULES:-

CONSULTANT  
**RAEES FAHEEM ASSOCIATES**  
 15-C, PHASE-5, DHA COMMERCIAL AREA LAHORE PAKISTAN  
 PH# 37182227 , 37182229

DRAWING TITLE :  
**LIFT WELL LAYOUT & SECTION**

COMPUTER PATH:  
 U:\Sara\15-c-5-2019 rev 01\18-5-17\01.dwg