

#### S T A T E B A N K O F P A K I S T A N SBP BANKING SERVICES CORPORATION HEAD OFFICE KARACHI

#### **VOLUME-I**

(Technical Proposal)

**Bidding documents** 

For

## REPLACEMENT OF THREE PASSENGER LIFTS INSTALLED AT MAIN BANK BUILDING SBP HEAD OFFICE KARACHI

#### **BIDDING AND CONTRACT DOCUMENT**

INVITATION TO BID INSTRUCTIONS TO BIDDERS BIDDING DATA FORM OF BID QUALIFICATION CRITERIA CONDITIONS OF CONTRACT STANDARD FORM DRAWINGS SPECIFICATIONS



December-2023



SBP BANKING SERVICES CORPORATION Engineering Department Head Office Karachi

Ref. No. ED/PROC-HOK/062421 /2023/144

"As per published tender notice in Newspaper, PPRA & SBP websites"



## Sr. No.

### DESCRIPTION

- 1. Bidding Documents Section-1-Part-1- (Instructions to Bidders)
- 2. Bidding Documents Section-1-Part-2 (Bidding Data)
- 3. Bidding Documents Section-1-Part-3 (Form of Bid)
- 4. Bidding Documents Section-1-Part-4- (Schedules to Bid)
- 5. Bidding Documents Section-2-Part-1- (Conditions of Contract)
- 6. Bidding Documents Section-2-Part-2- (Contract Data)
- 6. Bidding Documents Section-3-Part-1- (Standard Forms)
- 7. Specifications
- 8. Drawings



## (Bidding Documents, Section-1, Part-1)

#### **INSTRUCTIONS TO BIDDERS**

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#### **INSTRUCTIONS TO BIDDERS**

### A. GENERAL

#### IB.1. Scope of Bid & Source of Funds

#### 1.1. Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive Bids for the works summarized in the Bidding Data (hereinafter referred to as "the Works"). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

#### 1.2. Source of Funds

The Employer has arranged funds from its own sources.

#### IB.2. Eligible Bidders

- 2.1. This Invitation for Bids is open to all persons, firms or companies dealing in the similar Works and not have been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer or any other organization. Firms owned wholly or partly by persons having business interests with any official of the Employer / Consultant responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process.
- 2.2. Bidding Procedure

Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, **Rule-36(b) i.e Single stage – two envelope procedure.** The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.

#### IB.3. Cost of Bidding

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

#### B. BIDDING DOCUMENTS

#### IB.4. Contents of Bidding Documents

- 4.1. In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
- 4.2. Instructions to Bidders & Bidding Data
  - **4.2.1.** Form of Bid & Schedules to Bid.

Schedules to Bid comprise the following:

- i. Schedule A: Schedule of Prices
- ii. Schedule B: Post Qualification information and Bid Evaluation Criteria
- iii. Schedule C: Specific Works Data
- iv. Schedule D: Works to be performed by Sub-Contractors
- v. Schedule E: Proposed Methodology/ Work Program of the Bidder
- vi. Schedule F: Integrity Pact
- 4.3. Conditions of Contract & Contract Data
- 4.4. Standard Forms:



- a. Form of Performance Security
- b. Form of Contract Agreement
- c. Form of Mobilization Advance
- d. Form of Indemnity Bond
- 4.5. Specifications (if any)
- 4.6. Drawings (if any)

#### IB.5. Clarification of Bidding Documents

- 5.1. A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address.
- 5.2. The Employer will respond to any request for clarification which it receives not later than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

#### IB.6. Amendment of Bidding Documents

- 6.1. At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

#### IB.7. Language of Bid

#### C. PREPARATION OF BIDS

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

#### IB.8. Documents Comprising the Bid

8.1. The bid shall comprise the following documents:

### 8.1.1.Technical Proposal;

- a. Covering Letter on company letter head.
- b. Form of Bid duly filled & signed and stamped in accordance with IB.14.3.
- c. Schedules (B to E) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- d. Bidder's 'Company Profile' including list of tools, equipment and other facilities owned by the Bidder.
- e. Bidding Documents (in original) duly signed and stamped on each page/sheet (excluding Schedule-A (Schedule of Prices)).
- f. Power of Attorney in accordance with Sub-Clause IB 14.5.
- g. Documentary evidence in accordance with Clause IB.11
- h. Documentary evidence in accordance with Clause IB.12.
- i. Bid Security in line with IB-13



#### 8.1.2.Financial Bid;

a. Bidding Documents Schedule-A (Schedule of Prices), in original, duly signed and stamped on each page/sheet.

#### IB.9. Sufficiency of Bid

- 9.1. Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2. The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.
- 9.3. The Bidders, at their own responsibility, risk & cost, are encouraged to visit and examine the site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works.

#### IB.10. Bid Prices, Currency of Bid and Payment

- 10.1. The bidder shall fill up the Schedule of Prices (Schedule-A to Bid) indicating the unit rates and prices of the Works to be executed under the Contract. Prices in the Schedule of Prices shall be entered in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2. Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3. The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

#### IB.11. Documents Establishing Bidder's Eligibility and Qualifications

11.1. Bidder must possess and provide evidence of its capability and the experience as stipulated in Schedule-B to bid (Post-Qualification information and Bid Evaluation Criteria).

#### IB.12. Documents Establishing Works Conformity to Bidding Documents

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

#### IB.13. Bid Security

- 13.1. Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call, Bank Draft or Pay Order issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.22.

- 13.5. The Bid Security may be forfeited:
  - a. If a bidder withdraws his bid during the period of bid validity; or
  - b. If a bidder does not accept the correction of his Bid Price, or
  - c. In the case of a successful bidder, if he fails to:
    - i. Furnish the required Performance Security in accordance with Clause IB.21, or
    - ii. Sign the Contract Agreement, in accordance with Sub-Clauses IB.22.
- 13.6. In any event as specified in IB: 13.5, the Employer at his sole discretion may award works to second most advantageous bid.

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

- 14.1. Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2. All Schedules to Bid are to be properly completed and signed.
- 14.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.
- 14.4. Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6. In accordance with Claude IB-8, Technical Proposals & Financial Proposals shall be sealed in separate envelopes clearly marking the "Technical Proposal" & "Financial Proposal" and then both envelopes sealed in an outer envelope addressed to the Employer, with description of the contract and a warning regarding not to open before the specified date & time.

#### D. SUBMISSION OF BIDS

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

15.

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



#### E. BID OPENING AND EVALUATION

#### IB.16. Bid Opening, Technical Qualification, Clarification and Evaluation

- 16.1. The Employer will open the Technical Proposals in the presence of bidders' representatives who may choose to attend, at the time, date and location stipulated in Bidding Data.
- 16.2. The Employer will conduct post-qualification of the bidders in line with the stipulations of Schedule-B to Bid (Technical Bid Evaluation Criteria) on the basis of documents provided by Bidder. Bids shall be evaluated according to the provisions of Schedule-B to Bid (Technical Bid Evaluation Criteria). Any bid not meeting the requirements of Schedule-B shall be rejected and declared as non-responsive. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 16.3. After finalization of Technical qualification results, the Employer will open publicly, the Financial Proposals of technically accepted bid(s), in the presence of bidders' representatives who may choose to attend, at the time, date and location.
- 16.4. The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 16.5. To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.6. The Financial Bids of bidders found technically non-responsive/ not-qualified shall be returned unopened to the respective bidders. During tender evaluation no amendment in the bid is allowed.
- 16.7. Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be forfeited.

- 16.8. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or effect of any other bidders.
- 16.9. The Employer will evaluate and compare only the bids previously determined to be substantially responsive and Post-qualified pursuant to Sub-Clauses IB.16.4 to 16.9 as per requirements given hereunder. Bids will be evaluated for complete scope of services. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.11 herein below.
- 16.10. Evaluated Bid Price;

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

- i. making any correction for arithmetic errors pursuant to Sub-Clause 16.7 hereof.
- ii. making an appropriate price adjustment for any other acceptable variation or deviation.
- iii. discount, if any, offered by the bidders.
- 16.11. After opening and scrutinizing the Financial Bids, the bids having item rates which are found imbalanced (abnormally high/low rates than market/ Engineer's estimate) will be rejected unless the bidder unburger the justifiable rate analysis corresponding to the Engineer's Estimate. The payments against and running the set of the set

bills will be made as provided in clause 11 (b) of Conditions of Contract.

16.12. No alternate proposal(s) shall be entertained. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive.

## IB.17.**Process to be Confidential**

- 17.1. Subject to Sub-Clause IB.16.5 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by the Employer. The evaluation results shall be announced as under:
  - a. Technical Evaluation Report would be hoisted for Seven days on SBP website and on Notice Board of the office
  - b. Financial / Final Evaluation Report would be hoisted for fifteen days on PPRA and SBP websites and on Notice Board the office
- 17.2. Any effort by a bidder to influence Employer in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid and will be blacklisted as per provisions of Public Procurement Rules, 2004. Whereas, any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances to Grievance redressal committee (GRC) as provided in Bid Data Sheet within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

## F. AWARD OF CONTRACT

## IB.18. Post Qualification

18.1. The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already technically qualified or not:

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

# IB.19. Award Criteria & Employer's Right

- 19.1. Subject to IB.19.2, the Employer will award the Contract to the bidder whose bid has been found most advantageous bid i-e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.
- 19.2. Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

# IB.20.Notification of Award

20.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

# IB.21.Performance Security

- 21.1. The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) calendar days after the receipt of Letter of Acceptance.
- 21.2. Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.21.1 and / or the available constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security



#### IB.22. Signing of Contract Agreement

- 22.1. The Contractor will prepare Contract Agreement in the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. All cost in this regard including stamp duty shall be borne by the Contractor
- 22.2. The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement.

#### IB.23. Integrity Pact

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

#### IB.24. Rates inclusive of all taxes

24.1. The quoted rates should be inclusive of all applicable taxes, duties, liabilities, overheads, transportation charges etc. The exemption in Taxes will only be allowed against the Exemption Certificate issued by the relevant Tax Department. The bidders should be registered with all applicable tax departments.

#### IB.25. Code of Conduct

25.1. It is the Employer's policy that Contractors to observe the highest standards of ethics during the procurement and execution of contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:

"blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including, -

- i. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;
- 25.2. Under PPR-2004, the Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly.

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	
Corruption	Actual instance verifiable as per law of land and applicable rules	
	and regulations of SBP	
Deviation from commitment	If the bidder deviates from its prior commitment or declaration	
	made regarding the bid or proposal submitted by the bidder.	
Fraud	Cross verification of documentary undertakings subernation	
	Contractor/Bidder/Consultant/Supplier	

For SBP BS

For Contractor (Sign & Stamp)

Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion	
Performance Deficiencies	Documented evidence in form of performance deficiencies not	
	suitably responded or defended by Contractor/ Bidder/ Supplier/Consultant	

However, such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.

- 25.3. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 25.4. Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 25.5. Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 25.6. Without limitation on the generality of the foregoing, Contractors and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - a) A Contractor that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, Contractor hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
  - c) A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Employer.
  - d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Contractor as part of bid.



#### IB.26. **Overriding Effect:**

26.1. The provision of Public Procurement Rules-2004 shall have prevailing effect.

## IB.27. **One Bid per Bidder**

27.1. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified

## IB.28. Beneficial Ownership information

- 28.1. For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:
  - i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
  - ii. Reject the bid of the said company.



MAINTENANCE DIVISION

## BID DATA SHEET (BDS)

The following specific data for goods and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section III. Whenever there is a conflict between BDS and ITB, the provisions of BDS shall prevail over those in ITB.

BDS 1.	The Employer ITB 1.1	
	SBP Banking Services Corporation Head Office Karachi	
BDS 2.	Works	ITB 1.1
DD3 2.	Replacement of Three Passenger Lifts installed at Main Bank Building	
<b>BDS 3.</b>	Method of Procurement Bidding shall be conducted using the National Competitive Bidding Pr	ITB 2.2
	PPRA Rules-2004, <b>Rule-36(b)</b> i.e Single stage – two envelope pro- comprise a single package containing two separate envelopes contain separately the Financial Proposal and the Technical Pro- shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL Pro- legible letters to avoid confusion. Initially, only the envelope PROPOSAL" shall be opened and the envelope marked as "FINAN be retained in the custody of the Employer without being open evaluate the technical proposal in a manner prescribed in Sche reference to the price and reject any proposal which does not co requirements.	ocedure. The bid shall s. Each envelope shall oposal. The envelopes ROPOSAL" in bold and marked "TECHNICAL CIAL PROPOSAL" shall ed. The Employer will dule B to Bid, without
BDS 4.	Employer Address	ITB 5.1
	As mentioned in Invitation to Bid	
BDS 5.	Currency of Bid	ITB 10.3
	Bid shall be quoted entirely in Pak. Rupees. The payment shall be	e made in Pak. Rupees.
BDS 6.	Bid Security	ITB 13.1
	Each bidder shall furnish, as part of his bid a Bid Security of mini	mum Rs 1,000,000/-
	in the shape of Pay Order / Demand Draft / Deposit at call/ Bar Schedule Bank registered in Pakistan in favor of <u>SBP-Banking Ser</u> for a period 28 days beyond the Bid Validity date. The Bid Security to be submitted with Technical Bid.	vice Corporation valid
BDS 7.	Bid Validity	ITB 14.1
	Bid Validity period is <b>180</b> days from the date fixed for opening of th	e Bids
<b>BDS 8.</b>	No. of Copies	ITB 14.4
	Only original Bid is to be submitted	
		ITB 14.6 & 15.1
BDS 9.	Address for Bid Submission As mentioned in Invitation to Bid	110 11.0 & 13.1
BDS 10.	Deadline for Bid Submission	ITB 15.3
	As mentioned in Invitation to Bid	
L		Sin of Party
For Contractor (Si	gn & Stamp)	For SBP BS

BDS 11.	ITB 17.2	
	Chairman Grievances Committee, Office of the Director Human Resource Management Departmen 1st Floor, BSC House State Bank of Pakistan Main Building Comp I.I.Chundrigar Road, Karachi	
<b>BDS 12.</b>	Performance Security	ITB 21.1
	<ul> <li>10% of the Contract Price stated in Letter of Acceptance / Award in Figure 10% of the Contract Price stated in Letter of Acceptance / Award in Figure 10% of the Contract Price State 10% of the Contract Price State</li></ul>	<b>tee</b> from any Schedule <b>A rating by PACRA /</b> tion of Defect Liability



## FORM OF BID

#### (LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

#### Replacement of Three Passenger Lifts installed at Main Bank Building SBP Head Office Karachi

To: Gentlemen,

- 1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, Schedule of Prices and Addenda Nos. \_\_\_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute the subject works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
- 2. We understand that all the Schedules attached hereto form part of this Bid.
- 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as specified in bidding documents **IB.13 "Bid Security**"
- 4. We undertake, if we qualify and our Bid is accepted, to commence the whole Works comprised in the Contract within stipulated time for completion as mentioned in the bidding documents.
- 5. We agree to abide by this Bid for the period of **180** days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. We undertake, if our Bid is accepted, to provide the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- 8. We understand that you are not bound to accept the most advantageous bid or any bid you may receive.
- 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_\_day of \_\_\_\_\_, 202\_\_

Signature \_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_ duly authorized to sign bid for and on behalf of the \_\_\_\_\_\_( name of Bidder)

(Name of Bidder in Block Capitals) (Seal) Address

Witness: (Signature)\_\_\_\_\_

Name:

Address:\_\_\_\_\_



## SCHEDULES TO BID INCLUDE THE FOLLOWING

- **1.** Appendix-A to Bid Price Adjustment under clause Conditions of Contract
- 2. Schedule A to Bid: Schedule of Prices
- 3. Schedule B to Bid: Qualification Information and Bid Evaluation Criteria
- 4. Schedule C to Bid: Specific Works Data
- 5. Schedule D to Bid: Works to be Performed by Subcontractors
- 6. Schedule E to Bid: Proposed Methodology/ Work Program of the Bidder
- **7.** Schedule F: to Bid Integrity Pact



### SCHEDULE OF PRICES (Financial Bid)

---- REFER TO VOLUME-II OF THE BIDDING DOCUMENTS ----



#### **SCHEDULE-B TO BID**

#### **TECHNICAL BID EVALUATION CRITERIA**

#### 1. Qualification Criteria

#### 1.1. General

Qualification will be based on all the criteria given in succeeding para. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed. The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

The minimum qualification of Project Manager is at least /B.E /B.Sc./B. Tech (Electrical/Mechanical) with at least 07 years' experience. The bidder/firm must possess adequately trained engineer for erection of passenger lifts and allied equipment.

#### 1.2. Parameters of Bid Evaluation & Qualification

#### A. Preliminary Scrutiny

Preliminary Scrutiny will be based on all the criteria given below. The Bidder failed in Preliminary Scrutiny shall be considered disqualified and its Technical Bid will not be evaluated any further.

SNO.	Description	Annexure / Page No. of attached Document	
1.	Bid is un-conditional, conditional bids shall be rejected.		
2.	<b>Bid Security</b> Bid Security as required in clause IB-13. Bid security would be submitted in ORIGINAL along with Technical Proposal.		
3.	Active NTN Bidder must be registered with FBR in Income Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List. (NTN)		
4.	<b>PEC Valid Registration</b> The bidder should have valid registration with Pakistan Engineering Council at least in Category of C5 or above with specialization category ME-03		

#### **B.** Detailed Scrutiny

Detailed Scrutiny will be based on all criteria given below.

SNO.	Description	Annexure / Page No. of attached Document
5.	Duly filled and signed Form of Bid.	
6.	<b>Company Registration</b> Documentary evidence of registration of company/ firm showing the status i.e. (i) Individual/ Sole Proprietorship, (ii) Associated of Persons, (iii) Pvt. Limited. Contact Details including address, Landline, Mobile, Fax numbers and Email address.	
7.	<b>Undertaking (As per Form – 6 attached)</b> The bidder is required to submit an undertaking on stamp paper of Rs.100/- as per format provided in Form –6.	
8.	<b>Registration with relevant Revenue Authority</b> The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	

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	General Experience:	
9.	Minimum experience of the company/ firm should not less than five (05) Years	
	for performing works related to lifts/elevators. (Copy of previous/oldest work	
	order(s) / any other tractable evidence)	
	The bidder shall provide complete list of relevant and ongoing projects executed	
	recently, showing completion period & cost, clients' names/address.	
	Particular Experience:	
	The bidder should have executed minimum One (01) work of supply &	
	installation of lifts/elevators of cost 50.0M executed during last five (05) years	
	OR	
10.	Minimum Two (02) works of supply & installation of lifts/elevators of cost 25.0M	
	each executed during last five (05) years	
	(The bidder shall provide documentary evidence such as work order, acceptance	
	letter, completion certificate or Contract documents showing scope of works and	
	Amount of Contract)	
	Financial Capability:	
	Available Financial Capability/Liquid Assets of Rs. 15 Million or above.	
11.	(Bank statement of firm be submitted as evidence showing required balance at	
	any one instant in the statement of last three months before date of publication	
	of tender notice or available Bank Credit Line facility during same period).	
	OEM / Distributor:	
	Bidder shall hold at least one of the below-listed valid credentials for the	
	quoted equipment brand for last three (03) consecutive years including current	
12.	year:	
	a. Original Equipment Manufacturer (OEM)	
	b. Authorized Distributor	
	The bidder shall provide appropriate valid documentary evidence of	
	authorization and shall also submit Form No. 7.	
	Work Program:	
13.	Acceptance of the Proposed Work Program as given in Schedule-E to Bid or	
	submission of Work Program proposed by the bidder with overall project	
	duration as mentioned in the contract data.         Technical Specifications	
14.	The bidder/contractor shall provide technical brochures of lifts and all	
	equipment complying with Annexure A – Required technical parameters and Bill	
	of Quantities (BOQ) / Schedule of Prices.	
	Office / Support Office:	
	The Bidder should have their own support offices, work shop and Service	
15.	Network in Karachi. The office address and contact details should be submitted	
	with the bid.	
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# Annexure A. Required Technical Parameters

Sr. No.	Item	Description
1	Number of Lifts:	03
2	Туре:	Machine Room based
	Motor:	Permanent Magnet Gearless Hoisting motor
	Hoisting System:	Stainless steel coated belt technology with monitoring system
3	Motor Location:	Machine Room
4	Loading Capacity:	1350 kg or higher utilizing maximum space of shaft and in compliance with safety standards
5	Door System:	Microprocessor Based VVVF Control
6	Car Operation System:	Car Operating Panels (future provision for integration of Destination Dispatch System) with supervisory Group Control system
7	Control System:	Microprocessor Based VVVF Control System
8	Speed:	Minimum of 1.75 meter/sec. subject to safety standards
9	Floors/Stops:	11 stops
10	Traveling Height:	Approximately 41.5M
11	Well Size:	2230(w) x 2480(d) MM (Internal dimensions for each lift shaft)
		The bidder shall verify the dimensions prior to bid submission.
12	Pit Depth:	3000mm
		The bidder shall verify the dimensions prior to bid submission.
13	Overhead size: from last	4400mm
	serving floor level to bottom of slab	The bidder shall verify the dimensions prior to bid submission.
14	Car Entrances:	One
15	Car and Landing Doors:	Automatic, two-panel center-opening, stainless steel finish
16	Car Finishes:	The quoted price should include finishes, wall, ceiling design and flooring of lift car to be of Executive/Premium category. The bid shall highlight, sign & stamp the offered category of car finishes in technical brochures and the Bank will choose the finishes from this category.
17	Type of Jamb:	wide Jamb in stainless steel at all floors
18	Entrance Sill:	Extruded Hard Aluminum
19	Car Indicators:	Emergency light, position, direction indicators
20	Landing Indicators:	Position and direction indicators at all landing floors
21	Car Push Buttons:	Illuminated, stainless steel push buttons with braille and buzzer for Ground to $10^{\rm th}$ floors, open/close inside the lift cabin & Reservation services system inside each car
22	Landing Push Buttons:	Floor operating panels on each lift lobby equipped with up/down call buttons (Illuminated, stainless steel push buttons with braille and buzzer)
23	Alarm and Safety System & Additional Features:	<ul> <li>Seismic sensor</li> <li>Alarm Bell push button</li> <li>Floor indicator bell</li> <li>Telephone extension and Intercom system</li> <li>Automatic rescue device ARD</li> <li>Full length light curtain, with door closing force limiting device or photoelectric beam as backup</li> </ul>

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Sr. No.	Item	Description
		<ul> <li>Weight overload buzzer</li> <li>Emergency lighting and emergency alarm unit</li> <li>Air Purification System inside the car Provision for future interface with Integrated Building Management System (IBMS)</li> </ul>
23	Model	The lift should be of the latest model offered by the manufacturer. The bidder shall include a letter from the manufacturer in his bid that the offered product is not on End of Support notice including spare parts availability for the next 07 (seven) years from the date of Bid submission. Note: The Employer reserves the right to get confirmation from the
		manufacturer regarding launch of offered lift model.
24	Technical Literature and other details including manufacturer's Catalogue.	
25	Conformance with EN81 or BS5655 or equivalent internationally recognized standard	

### **SPECIFIC WORKS DATA**

## SCHEDULE-C TO BID

#### 1. <u>Location of Site:</u>

State Bank of Pakistan, Main Bank Building, I.I Chundrigar Road, Karachi

## 2. <u>Major Items of Contract:</u>

Supply, Installation, Testing and Commissioning and Maintenance of Three Passenger Lifts at SBP Head Office, including but not limited to the following:

- a. Dismantling and removal of existing lift's hoisting motor, its foundations, old control wiring, all switches, display boards, control panels, landing doors and floor operating boards and appurtenances.
- b. Dismantling and proper wrapping of all mechanical, electrical and electronic components with care as these will be kept as spares and will be utilized for existing three lifts.
- c. Supply and Installation of new lifts, including structures, safety devices, control cabinets, control wiring, MS conduits and all auxiliary equipment as required and specified in these documents.
- d. Service Level Agreement for Operation and Maintenance of the lifts for three (03) years including the DLP.

### 3. <u>Completion Time:</u>

Total completion time for the entire project is given in the Contract Data.

### 4. <u>Construction Tools and Plant:</u>

The bidder shall be responsible for all construction tools and plants, measurement and test equipment, scaffolding, etc.



## **TECHNICAL SPECIFICATIONS:**

## 1 **GENERAL**

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

## 2 SCOPE OF WORK

## 2.1 General

Following lift work is required for State Bank of Pakistan Head Office Karachi,

- Three (03) brand new passenger Lifts, having minimum of capacity 1350kg at least, serving Ground to 10th Floor.
- Specified dismantling of existing lifts of capacity 1350 kg serving 11 floors (GF + 10).

The scope of work shall cover dismantling of existing one number lift and design, supply, installation, testing & commissioning of brand new three (03) passenger lifts and allied equipment including hoisting machinery, sheaves and girders, controller, car, ropes, counterweights, supports, brackets and guides for car & counterweights, car & landing doors, door operator, switches & control, safety devices, signals, governor, safety gears, buffers, pit screens, well trimming girders, pit access ladder, trap door and such related accessories complete in all respects as specified herein.

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

The Contractor shall submit design drawings / shop drawings as per the Work program after award of work as for approval of Engineer. The lift design shall be reviewed by the Original Equipment Manufacturer (OEM). The drawings must show final arrangement of equipment, dynamic & static loads imposed on the building, openings, location of embedded parts etc. wiring and control logic diagrams.

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

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

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

The Contractor shall also quote the amount for purchasing the dismantled lift in his Bid which is given in BOQ.

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

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

# 2.2 Technical Support Services of Lifts during Defect Liability Period

After successful completion of all works, the contractor shall maintain the lift during the library liability period of one (01) year (warranty period) and shall supply all necessary labor (soils, partic

spares, consumables and other material for smooth and uninterrupted operation and maintenance and to rectify or repair defects as per the Contract agreement.

The technical resource shall be deputed in lift machine room during office hours, Monday to Friday and Saturday for maintenance activities, the technical support services shall be made available after office hours and weekends in case of any emergency / fault condition. The overtime for the services beyond office hours from Monday to Saturday may be considered by the Employer as per the terms of the Contract agreement.

No separate payment will be made by the Bank for rectifying defects, providing spare parts, consumable or labor for the above mentioned works. The cost thereof shall be deemed to have been included in the quoted rates of the respective item of the schedule of prices.

## 3 Methodology for Performing of Works

No extension in project completion period and no extra payment shall be made to the Contractor if the work is delayed due to above mentioned requirement.

## 4 Applicable Codes and Standards

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

British Standards Specification (B.S.)

B.S. 5655/	:	Safety rules for construction and installation of electric lifts		
EN 81		Parts 1, 5, 6, 8, 9 & 10 with Appendices		
International	Standar	<u>ds (I.S.O.)</u>		
ISO 4190-1	:	Part-1 Lift installation (Class I, II, III & IV lifts).		
<u>American We</u>	lding So	<u>ciety (AWS)</u>		
AWS B 3.0	:	Standard Qualification Procedure		
D 1.1 :		Structural Welding Code		
National Electric Manufacturer's Association (NEMA)				
NEMA-1CS6	:	Enclosures for Industrial Controls and System		
National Electric Code (NEC) by NFPA				
NFPA.70	:	National Electrical Code		
ANSI-A 17.1	:	American National Standard Institute		
		"Safety Codes for Elevators & Dumbwaiter"		

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

Any conflict between the requirements of this specification and those on the figures herein or in the codes, standards and specifications referred to herein shall be brought to the attention of the Engineer for resolution whose decision will be final and binding.

## 5 Packing

The Contractor shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit or loss from repeated handlings and withstand extremes of climate during transport and storage at site. Packing's shall be non-returnable. Safe delivery of materials will be responsibility of the contractor.

# For SBP BS

### 6 Handling & Storage

For Contractor (Sign & Stamp)

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

## 7 Painting

## 7.1 General

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

## 7.2 Preparation of metal surfaces prior to painting

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

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

## 7.3 Application of Paints:

All paints shall be in a thoroughly mixed condition at the time of application. All work shall be done in a workmanlike manner, leaving the finished surface free from drips, ridges, waves, laps and brush marks. All paints shall be applied under dry and dust free conditions. Unless approved by the Engineer paint shall not be applied when the temperature of the metal or the surrounding air is below 45 0F. Surfaces shall be free from moisture at the time of painting.

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

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

## 8 Materials & Workmanship

## 8.1 Materials

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

## 8.2 Workmanship

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

## 8.3 Structural Metal Work



The fabrication of the Structural Steel shall be performed strictly in accordance with these specifications and shall otherwise conform to the latest revision of the American Institute of Steel Construction "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings". Surface finish shall conform to ANSI Standard B 64.1 Surface Texture. The Manufacturer shall be responsible for all errors of fabrication and for the correct fitting of the elements of the equipment. Structural Steel shall be thoroughly straightened by methods that will not result in injury. Sharp kinks or bends in members to be straightened will be cause for rejection. Completed work shall be free from kinks, bends or winds. Shearing shall be accurately done, with neat finish. Corners shall be square and true unless otherwise shown on the Drawings. Re-entrant cuts shall be made in a workmanlike manner and, where they cannot be made by shearing, a re-entrant punch may be used. Re-entrant cuts shall be filleted unless otherwise approved by the Engineer. Bends, except for minor details, shall be made with approved dies or bending rolls. Where heating is required, precautions shall be taken to avoid overheating the metal, and it shall be allowed to cool in such a manner as not to destroy the original properties of the metal. Steel with welds will not be accepted except where welding is definitely specified, called for on the Drawings, or otherwise approved. Low-carbon structural steel may be cut by machine-guided or hand-guided torches instead of shears or by saws. Flame cutting of material other than low-carbon steel shall be subject to approval and where proposed shall be definitely indicated on detailed drawings submitted to the Engineer. Where a torch is mechanically guided, no chipping or grinding will be required except where necessary to re-move the slag and sharp edges. Flame gouging will be permitted in preparation of welding where a torch is hand-guided. All cuts shall be chipped, ground or machined to sound levels.

## 9 Works Description

## 9.1 General

New lift shall be installed by the Contractor at locations and in the positions in the lift well and machine room as per site.

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

Any changes in the lifts shaft and pit floor structure or other design changes due to particular equipment requirement shall be submitted by the Contractor to the Employer/Engineer for approval within 15 days from the date of Award of the Contract. All such approved amendments shall be made by the Contractor without any additional cost to the Employer. Similarly, the lift contractor must coordinate the installation with the other trades.

The machine room of Lift is above the shaft. The machinery layout shall suit the machinery room orientation so as to allow easy access and sufficient space for maintenance work.

Sound reducing materials to isolate motor set from beams and building structure, balance rotating parts to eliminate vibrations and flexible electrical conduits shall be provided. The operation of lift car and doors shall be completely free from all abnormal jerks, vibration and sound. The maximum sound level within the car must be within comfortable limits for human beings (max 45 db).

## 9.2 Civil Construction

## a) Lift Well

The lift shall be installed in the existing lift well.

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

## b) Hook/I-beam for Equipment Installation

Hook/I-beam shall be available on ceiling of the lift well to facilitate installation maintenance of equipment. The exact location of the hooks/I-beam and any studied in the second sec

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requirement in the lift well shall be intimated in advance within 15 days by the Contractor for incorporation in the civil works.

## 9.3 New Lift

The lift offered by the contractor shall be equipped such controls and interfaces to be connected with and respond to the Integrated Building Management System (BMS) of building. The construction and functional details are given hereunder:

## 9.3.1 Lift Car

## a) Car Frame & Platform

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

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

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

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

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

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

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

## b) Car Bodywork

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

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

## c) Finish

The car enclosure shall be as per technical data sheet. Recessed kick plate 6" high of stainless steel shall be provided on the three walls of the lift car. The floor shall be provided with sheet steel sound – isolated platform with granite flooring unless otherwise specified.

A 6 mm thick full width safety glass mirror will be fitted between the ceiling and half height of the rear wall of the car.

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

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

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



#### d) **Intercom System**

The Contractor shall provide a suitable intercom system to enable two-way communication to an attendant in the machine room. The system design shall be subject to approval by the Employer. Contractor will be responsible for all necessary wiring, connections and satisfactory operation of the lift intercom system.

## **9.3.2 Doors**

#### **Landing Doors** a)

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

Each landing shall be equipped with a toe-guard apron at the hoist way entrance side. The toe-guard apron shall be of sheet steel not less than 16 gauge thick, and shall extend not less than 50mm beyond the entrance jamb at each side. Toe-guard apron shall be approximately 2 feet deep, adequately fastened and braced, the lower edge turned inward.

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

Each landing entrance shall be equipped with an approved type factory tested interlock as required by the code. The interlock shall be designed to prevent moving of the car away from the landing until the doors are locked in the closed position as defined by code and shall prevent opening of the doors at any landing from the corridor side unless the car is at rest at that landing or is in the leveling zone and stopping at that landing.

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

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

#### b) **Car Doors**

The car doors shall be two panel center-opening type unless otherwise specified in technical data sheet under para 11. The door-gear shall be operated by VVVF AC drive. The door gear shall be built-in unit with the car door top track support, mounted on the car entrance column extensions.

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

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

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

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

#### C) **Door Safety Devices**

i) Full Width Light Curtain



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

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

## ii) Door Open Timing Feature

The door operation shall also have door open timing feature operation in conjunction with light rays to provide adjustable, reduced, hold open time once rays are broken and re-established. In the event rays are broken beyond an adjustable time, a buzzer shall sound and doors to close at reduced speed.

d) Door Operator

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

The driving mechanism shall be designed such that:

The closing force applied to the doors shall meet the requirements of B.S.5655: Part I.

The car doors can be opened by hand in the event of a mains failure.

The motion of the doors will be reversed if they meet an obstruction. An AC motor with VVVF drive to provide variable speed shall be provided to obtain the performance required by the control system.

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

## 9.3.3 Machine Room Equipment

The lift offered by the contractor shall be able to get equipped such controls and interfaces to be connected with and respond to the future Integrated Building Management System (IBMS) of SBP BSC Islamabad.

a) General

## i) Arrangement

The hoisting machines over hoist way shall be placed on steel beams, which shall be provided by the Contractor for placing over concrete foundations as per Engineer's approval. Anchor bolts, templates, inserts, signal boxes, and sleeves for installation shall be furnished by the Contractor.

ii) Identification

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

iii) Sound Control

Sound reducing buffers of elastic material shall be provided under the base of the hoisting machines to isolate sound and vibrations from the building structure. The rotating parts shall be dynamically balanced to eliminate vibration. The conduit to



controller frames, starter fame and machinery with flexible connection shall be suitable fastened.

- b) Hoisting Machines
  - i) Gearless Drive

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

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

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

ii) Brakes

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

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

The brake shall be capable of bringing the car to rest smoothly, under maximum conditions of load and speed, and capable of sustaining static load of 150% of the contract load.

iii) Motor

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

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

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

## 9.3.4 Hoist way Equipment

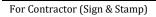
## a) Stainless steel coated belt Hoisting System

Carbon Fiber Hoisting/ Belt technology shall be used for hoisting of lifts. The hoisting system must be complaint with elevator standards and equipped with belt monitoring mechanism as well.

## b) Guides, Fixings and Inserts

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

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



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

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

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

The existing guide rails, fixing and brackets may be utilized if technically feasible/compatible with newly proposed model of lifts. Otherwise, bidder will have to provide new guide rails and amount may be incorporated in BOQs.

## c) Counterweight

The existing counterweight may be utilized if technically feasible/compatible with newly proposed model of lifts. Otherwise, bidder will have to provide new counterweight and amount may be incorporated in BOQs.

A counterweight equal in weight to the car plus 40% to 50% of the specified load shall be provided to each lift. Structural Steel frame shall support requisite number of cast iron weights. It shall be fitted with guide shoes and suspension arrangements and accessories suitable for specified lift capacity.

Car and counterweight are to be fitted with roller guide shoes unless otherwise specified.

## d) Safety Gear and Governor

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

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

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

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

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

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

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

## e) Buffers

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



The buffers shall be mounted on continuous channels securely anchored to the pit floor and fastened to the guide rails. The channels, anchors and any additional supports required for buffers shall be provided by the Contractor.

The buffers shall be fitted with means of ascertaining the correct amount of oil in the buffers.

Each buffer shall be permanently and legibly marked to indicate the type and quantity of oil to be used within the buffer.

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

## f) Final Limit Switches

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

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

## 9.3.5 Controller & Control System

The lift offered by the contractor shall be equipped such controls and interfaces to be connected with and respond to the future Integrated Building Management System (IBMS) of SBP BSC Islamabad. Manufacturer's interface software, if available, licensed to State Bank of Pakistan may also be provided with hands-on training.

## a) Controller

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

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

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

The controller shall control car motion on feedback from motor-mounted tachometer and operate the brakes of hoisting motor through the signals received from micro switches and load weighing devices.

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

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

## b) Control System

### i) General

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

The control equipment shall be microprocessor based electronic solid strend in total system shall be designed to operate in normal machine room strend and

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incorporate full protection against noise and electrical interference generated within the power section, controller and switchgear. The system design shall allow the control algorithm to be reprogrammed by software changes.

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

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

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

## ii) Group Supervisory Operational Mode

The operational mode of the passenger lifts shall be group supervisory automatic control.

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

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

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

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

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

iii) Load weighing

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

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

iv) Door Operation

Doors shall open automatically when a car arrives at a terminal to permit egress of passengers. When another car is at the terminal and is loading for department.

upon expiration of a timed interval, the doors shall close until car is designated for loading. In the event a passenger has entered the elevator, the doors shall reopen upon registration of call on the car button or by pressing the door open button. If no other car is at the terminal, an arriving car shall have its doors open until the car is dispatched or expiration of a timed interval with no demand.

v) Automatic leveling

An automatic 2-way leveling device shall be provided, designed to govern the leveling of the car to within 6mm above or below the landing sill. The leveling operation shall avoid over-travel, under-travel, of the car and maintain the leveling accuracy regardless of the load in the car, direction of travel, rope slippage or stretch in ropes.

## vi) Independent Operation

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

## vii) Emergency Features

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

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

- The Lift shall be operable only by a person in the car.
- Lift shall not respond to Lift corridor calls.

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

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

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

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

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

3) Emergency power transfer: In the event of normal power failure, adequate emergency power will be supplied through Employer furnished stand-by generator to run the Lift.

4) Automatic power evacuation device (Automatic Rescue Device (ARD): In the event of normal power failure the lift shall be provided with an automatic evacuation device which will bring the lift car to stop at the next floor and open the doors.

5) Hand Winding System: Provision shall be made on each hoisting machine such that the lift car can be raised or lowered during entry by manual operation.



6) Intercom: The Contractor shall install for each lift, an intercom facility with control room or at location designated by Employer for 24 hours communication.

7) Earthquake control: In the event of an earthquake, the lift facility shall be provided with a seismic detector which will bring all cars to stop at the next floor and open the doors.

8) Fireman Switch: A fireman switch shall be provided in the ground floor lift lobby. In the event of fire & upon manual actuation of the fireman switch, all the registered calls shall be cancelled and shall stops at the designated parking floor and open the doors.

The emergency alarm unit shall also sound once the fireman switch is actuated.

## 9.4 Signals & Fixtures

9.4.1 Integrated Hall Indicator

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

#### 9.4.2 Landing Call Station

Landing call station fitted with call buttons shall be installed at each landing. It shall be designed for mounting on the landing door frame or on adjacent side wall, subject to Engineers' approval.

The call buttons shall be of micro-movement type, constructed of stainless steel pressel suitable for long arduous duty. The translucent surround of the button shall illuminate to indicate acceptance of call signal. The pressel shall incorporate two light emitting diodes. The pressels shall be mounted flush with the faceplate. The faceplate shall be of stainless steel 2mm thick, fixed with tamper resistant screw.

The call buttons of each landing station shall be inter-linked such that with the pressing of call button of any lift, call buttons of lifts in the same direction shall light up and record the call.

### 9.4.3 Car Station

The car station shall be integral with the front return of the car and constructed from 1.6mm thick stainless steel, plate of natural satin finish.

The hinged full height front panel of the car station shall carry the controls and indicators. The panel shall be fitted with a secret release, which can only be opened from the back of the trough. When the hinged panel is opened an isolate/ normal switch shall be available.

The car-operating panel shall contain at least the following controls:

- Alarm button
- One floor button for each floor served
- Open door button/hold on button
- Key operated car independent service switch
- Key operated fan switch
- Digital car position indicator and direction arrows

All buttons shall be set flush with the panel surface for maximum resistance against abuse. When operated, a LED illuminated halo shall surround the buttons thereby informing that the call has been registered. The buttons shall be plastic pressel engraved with the appropriate floor marking.



COP shall be equipped with car call cancellation feature. This feature should allow cancellation of an incorrect registered car call by pressing the floor button twice.

The digital car position indicator and direction arrows shall be positioned above the buttons.

# 9.5 Power Supply & Electrical Installations

# 9.5.1 General

The power supply at load break switch will be available in the Lift machine room. All further wiring, controls and providing proper distribution boards, along with necessary material and accessories beyond the power supply points shall be supplied and installed by the Contractor. The electrical installation and appliances shall comply with B.S. 5655: Part I.

# 9.5.2 Wiring Installation

All wiring shall be carried out in accordance with the IEE regulation, NEC standard and B.S.S. wherever applicable.

All cables shall be PVC insulated, and if required PVC sheathed also, single or multi-core having tinned copper conductors. Cables for different voltage circuits which are run together must have the insulation rating, suitable for the highest voltage present. Wherever cables are subjected to high temperature such as termination to car light, it shall be protected by suitable heat resistant sleeve. At all terminations, cable ends shall have numbered ferrule to match with the mark on respective component and control drawings. All wiring shall be continuous between terminations.

Travelling cables between the lift well and lift car terminal boxes shall be suspended by looping over reels or by suitable clamps. The connections in the terminal boxes shall be marked for identification purposes.

Travelling flexible cables shall be fire resistant and shall comply with B.S. 6977.

# 9.5.3 Trunking and Conduits

All wiring from machine room to motor controls at each floor and to other circuits shall either be run in 16 SWG galvanized steel conduit or trunking, the selection and route of which shall depend on the number of cables and ease of installation and maintenance. If trunking installed it shall have removable covers, and the trunking finished in dark grey enamel as per B.S. 381C. Fixing arrangements of conduit of trunking shall be vibration proof suitable for the existing conditions. All connections from trunking or conduits to motors or other equipment subjected to vibration shall be with flexible galvanized steel conduit. All trunking and conduit shall be continuous throughout the length to ensure good earth continuity.

# 9.5.4 Earthing

Earthing of all equipment and metal work which can be subjected to dangerous voltage under normal operating and fault conditions shall be earthed in accordance with NEC or equivalent standard. One PVC insulated earth conductor of suitable size having yellow color with green tracer shall be run along the trunking or conduit as main earth. All branch circuits in conduit or trunking and other metal work shall have branch earthing cable connected to main earth. All length of trunking shall also be bonded to main earth.

# 9.5.5 Testing

Testing of electrical installations shall be carried out to the satisfaction of the Engineer in accordance with standard practice and recognized international standards/codes.

# 9.6 Local Materials

# 9.6.1 Pit Access Ladder

Rugged steel ladders for easy access to the pits shall be provided by the lift Contractor in all pits.

# 9.6.2 Pit Screen



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A suitable rigid steel screen shall be provided and fixed by the Lift Contractor at the bottom of the lift well where the counter-weight comes down on its buffers and between lifts. The screen shall have a minimum height of 7 ft. or as per code requirements.

# 9.6.3 Separator Beams & Well Trimming Girders

Properly designed separator beams and trimming girders shall be supplied and installed at proper location in Lift well by the lift contractor to suit fixing requirement of offered lift. The separator beams and trimming girders installed in lift shall be of at least 200 mm rolled I-beams of prime quality structural steel (ASTM A-36 or equivalent).

# 9.6.4 Trap Door

The Contractor shall provide and install the trap doors of rugged construction in the machine rooms at location shown on relevant drawing to enable access of the hoisting machinery into the machine rooms. The trap door shall be strong enough to temporarily withstand/support heavy machinery. It shall be installed flush with the finished floor when closed and be lockable only from inside the machine room.

The Contractor shall include the above items in his bid price for the lifts.



# Appendix-C of Schedule C

# DESCRIPTION OF TECHNICAL SUPPORT SERVICES DURING WARRANTY AND SERVICE LEVEL AGREEEMENT (SLA)

1. The Contractor must provide warranty, Maintenance and Technical support services as per SLA to run and maintain all the lifts as per following services:

<b>Location</b>	Warranty and SLA	Equipment
	01 year warranty will commence	03 Nos. passenger lifts capacity not less
State Bank of Pakistan	from the date of issuance of	than 1350 kg
SBP HOK	substantial completion certificate/	11 Stops i.e. Ground to 10th Floor. All
	Operational Acceptance and 03	Allied equipment in machine room such
	Years SLA will include the	as electrical and control cabinets,
	warranty period.	batteries, motors, ropes/belts, relays
		and switches and any other device or
		component in conjunction with lifts.

# 2. Major Items of Contract:

The bidders are required to provide OEM backed one (01) year warranty and three (03) years maintenance support services as per SLA for the complete solution. Same SLA will be applicable during the one (01) year warranty period.

The service provider shall be responsible for the continuous and uninterrupted management services of Lifts including in Machine Room, complete service & maintenance of all lift related equipment controls, components and accessories, repair, preventive maintenance and annual overhauling and servicing of lifts.

a) Continuous and uninterrupted management services for the following equipment:

- i. 03 Nos. passenger lifts capacity not less than 1350 KG 11 Stops i.e. Ground to 10th Floor.
- ii. Allied equipment in machine room such as electrical and control cabinets, batteries, motors, ropes, relays and switches and any other device or component working in conjunction with above listed equipment.
- b) Immediate removal and appropriate disposal of waste, such as used oil and filters, defective lights, and of other such items according to municipal codes and environmental standards.
- c) Cleaning and general upkeep of lift cars interior and exterior, shaft wells, Machine rooms and surrounding areas.
- d) Any other work assigned by the Bank.

# 3. SLA Severity Matrix:

Severity	RED category	Orange category	Green category
Criteria	The <b>operational</b> system(s) or their sub- system(s) is/are down, or a major control component(s) is/are inoperative affecting most of the staff. System(s) or sub- system(s) performance has become unacceptable.	The <b>operational</b> system(s) or their sub-system(s) is/are down. The system is operating normally, but a redundant component or supporting feature has failed.	The system is available and performing adequately, however preventive maintenance activity will ensure smooth operation of the lift.

For Contractor (Sign & Stamp)

For SBP BSC

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Severity	RED category	Orange category	Green category
	<ul> <li>Example:</li> <li>1. Inverter failure of main motor of the lift</li> <li>2. Free falling of lift due to breakage of ropes/belts</li> <li>3. Operational Interruption of two or more lifts simultaneously</li> <li>4. Power outage</li> </ul>	<ul> <li>Examples:</li> <li>1. Failure of the lift due to activation of a safety device</li> <li>2. Slow or jerky movements malfunctioning of mechanical components i.e. track rollers, door sleepers, cabin/counter weight shoes etc.</li> <li>3. Control PCB card error</li> <li>4. Unusual noises due to main motor bearing malfunction</li> </ul>	<ul> <li>Examples:</li> <li>1. Doors not closing or opening properly</li> <li>2. Irregular leveling with the floor</li> <li>3. Oil contamination</li> <li>4. Temperature control system in the machine room</li> </ul>
Response Time <sup>1</sup>	One <b>(1)</b> hour	Four <b>(04 )</b> hours	Twenty-four <b>(24)</b> hours
Recovery Time <sup>2</sup>	Four <b>(04)</b> hours	Twenty-four <b>(24)</b> hours	One <b>(01)</b> week or agreed time
Action	Escalation to OEM for technical support via internet or phone. Troubleshoot, Rectify, Repair, Replace faulty component (s) within specified hours to restore the operations.	On-Site Technical Support on Call Basis. Escalation to OEM for technical support from OEM via internet or phone (if required).	Technical Support on Call Basis or On-Site as per requirements. Technical assistance from OEM via internet or phone.
Support Coverage	24 hrs. x 365 days	24 hrs. x 365 days	During standard or Extended Business Hours including Holidays

# 4. Number of Resources Deployed

An adequate number of qualified, experienced and trained resources will be deployed by the service provider on site to perform the services enumerated below.

# 5. Qualification, Training and Experience

Resources deployed at site must be qualified, trained and experienced in their respective areas and able to perform services as mentioned below to the entire satisfaction of the Bank. Bio data and police verification of each personnel must be submitted to the Bank prior to deployment.

# 6. <u>Description of Services</u>

a) <u>Services at Machine Room:</u>

Continuous and uninterrupted management services are required in the machine room including the following:

- i. Attending to phone calls and responding as necessary.
- ii. Communicating with trapped persons inside lift(s) and issuing instructions as res



- iii. Monitoring lift machinery for abnormal noise, vibration or any other condition.
- iv. Calling for external help in emergency situations and whenever necessary.
- v. Supervision of activities and liaison with the Bank's staff in emergency situations.
- vi. Maintaining a log of attendances and SOP's as required by the Bank.
- vii. Supervision of inspection and maintenance activities as per Appendix-E necessary to maintain the lifts in trouble-free and smooth service condition.
- viii. Troubleshooting in case of defects, abnormal working and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
- ix. Removal and disposal of waste.

### b) Services at Landings:

In addition to, and concurrent with, a) above, continuous and uninterrupted services are required near the landings including the following:

- i. Immediately attending to the lift(s) in case of emergency.
- ii. Immediate evacuation of trapped persons in case of emergency.
- iii. Immediately attending to faults and defects in components and rectifying the same to facilitate smooth and uninterrupted services.
- iv. Reporting to service provider's supervisor or calling for external help in emergency situations and whenever necessary.
- v. Carrying out the SOPs
- vi. Removal and disposal of waste.
- c) <u>Services for Lift(s)</u>

In addition to, and concurrent with, a) & b) above, continuous and uninterrupted services are required for 01 (One) lift including the following:

- i. Checking the cars for proper working of safety and communication devices, lighting and ventilation.
- ii. Immediate evacuation of trapped persons in case of emergency.
- iii. Reporting to Service provider's supervisor or calling for external help in emergency situations and to report missing parts or abnormal running condition.
- iv. Cleaning the cars.
- d) <u>Support Services</u>

In addition to, and concurrent with, a), b) & c) above, continuous and uninterrupted services are required including the following:

- i. Provide assistance in emergency situations and evacuations.
- ii. Provide assistance in troubleshooting or repair and rectification work.
- iii. Carry spare parts, tools or documentation between work sites.
- iv. Going off-site to bring in parts, material, documents or consumables as instructed by service provider's supervisory staff.
- v. Any other work assigned by the Bank
- e) <u>General</u>
  - i. Service provider shall provide continuous and uninterrupted management services as well as general upkeep of the above listed equipment.

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- ii. Service provider shall refer to Maintenance manuals of equipment for performing maintenance and upkeep work and follow instructions therein.
- iii. Service provider shall ensure to attend any instruction/call from the Bank immediately upon such communication. Service provider shall obtain confirmation/approval from the Bank's authorized representative before execution of services.
- iv. A complete daily general checking of the entire installation shall be carried out by the Service provider and will immediately convey any abnormality in the equipment and allied systems listed above, as well as make immediate arrangements to set right such abnormalities. Moreover, Service provider shall maintain related records and produce such records on demand by the Bank.
- v. Service provider shall attend the maintenance or repair work on priority basis after office hours or on holiday(s) if so warranted, or at any time due to exigencies/emergencies and will provide continuous and uninterrupted services. Service provider shall inform the Bank's Engineer In-charge well in advance about any maintenance/repair/service work scheduled to be done by him after office hours or on holiday(s) so that necessary security arrangement and access to bank may be made.
- vi. A complete general checking of the entire lift and its allied equipment/accessories shall be carried out by the Service provider at least once a month during which the defective part(s) shall be replaced by new one(s), if required.
- vii. Routine maintenance services will not be limited to the working schedule. The Service provider must carry out other repair / maintenance & services upkeep as and when required so as to keep the equipment in top running condition.
- viii. A fitness certificate regarding performance and excellent condition of lift(s), countersigned by the Bank, will be submitted by the Service provider along with each monthly bill.
- ix. Service provider at site shall immediately report to the Bank if the fault is beyond their capability, and the Service provider shall depute its team immediately to resolve the issue.
- x. The Service provider's supervisor at site shall inform Bank about spare parts so that same could be arranged in time by the Bank.
- xi. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the Service provider from its own sources for which no extra payment will be made by the Bank.
- xii. Service provider shall carry out the Services in accordance with professional codes and instructions and with the required skilled labor under the direction of the experienced engineer-in-charge of the Service provider and in line with the service manual of the supplier/manufacturer. The Service provider shall provide servicing for all parts of lift(s). Service provider will not make any alteration/modification etc. in existing lift machinery without prior written approval of the Bank.
- xiii. Service provider shall be responsible for continuous and uninterrupted services of all control and electric panels installed for the lift(s), and fitness certificate shall be provided monthly.
- xiv. Machine room and its vicinity pertaining to lifts and allied equipment will be kept clean and tidy and light/fan etc repair shall be performed.
- xv. All routine maintenance and normal repairs will be done by the Service provider at his own cost and the total bid will be inclusive of all such repairs.
- xvi. Service provider shall submit reports for modification in equipment or processes to improve the performance of system for smooth/uninterrupted services.
- xvii. Cost of spares/lubricants required for scheduled maintenance shall be borne by the Client and the parts (under warranty) required for unscheduled maintenance or break of the will be provided by the Service provider.



- xviii. Service provider is responsible to maintain sufficient stock of running spare parts for immediate replacement to avoid interruption in smooth/uninterrupted services.
- xix. Bank has the right to Contact OEM of the lift if Service provider fails to rectify the fault for prolonged outage.
- xx. Service provider will be responsible to troubleshoot and rectify the fault and replace any faulty part from its store at the earliest. Cost of card will be borne by the bank

# 5. Duty Hours and Schedule

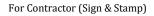
a) The following timings shall be followed:

Sr #	Type of Services	Time	Days
1	Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services	8:00 AM to 06:30 PM	Monday to Saturday 6 days per week

- b) The above-mentioned timings may be changed as per Bank's instructions. Service provider shall follow the same pattern during the month of Ramadan or as may be directed by the Bank.
- c) If services are required beyond the mentioned hours & weekend, the Service Provider shall be reimbursed on pro rata basis according to quoted rates for relevant services.
- d) Service provider shall follow the general schedule given above for performing Services. However, the schedule shall not limit the Services performed by the Service provider, and the Service provider shall carry out such Services, as and when required immediately to keep the equipment covered under this contract in good running condition. Service provider shall also follow the instructions of Bank's engineer-in-charge and carry out all repairing / maintenance work as and when required / pointed out by the Bank's engineer-in-charge.
- e) Daily and periodic maintenance/checking for all lifts shall be carried out as per manufacturer's instructions and as per Electrical Handbook. Checklists and reports for the following work must be submitted to the Bank with their invoices:
- f) Service Provider's is responsible to provide on call Support services when required by the bank.

# **Daily Inspection Checklist**

- Check manufacturer's instructions;
- Checking of Phase voltages.
- Checking of AC system.
- Checking of panel for start.
- Cleaning of lift cars.
- Cleaning of doors.
- Cleaning of sills.
- Cleaning of floor of lift cars
- Checking of lights and fans of lifts cars





- Checking of intercom.
- Checking of floor indicators.
- Checking of call buttons
- Checking of door functioning.
- To Maintain log sheets and checklists.
- Checking of all safeties (Speed Governor, Safety switches, Landing door, Car roof, door drive contacts, Buffer spring at pits, and counter weights).
- Checking of electrical, electronic, mechanical and civil installations and report immediately to the Bank's engineer-in-charge about any abnormal condition.

# Weekly Inspection Checklist

- Check manufacturer's instructions;
- Checking of Ampere load and phase voltages.
- Checking of doors of lifts for any roll back or out of level condition.
- Cleaning and oiling of door mechanism, door roller.
- Checking of oil cups for lubrication.
- Checking of oil level for lubrication of gears.
- Checking for corrosion.
- Checking of all safeties (Speed Governor, Safety switches, Landing door, Car roof, door drive contacts, Buffer spring at pits, counterweights).
- Checking of easy and smooth running of door panel.
- Checking of door mechanism including checking of rollers, up-thrust interlock, unlocking device, motor inspection, door control box.
- Visual checking of parts installed in lifts machine rooms.
- Cleaning of machine room.
- Cleaning of pits and removal of trash.
- Checking of relay contacts of control panel.
- Inspect hoist motor, oil level and its bearing check.
- Examine chain for free rotation with shaft.
- Dust blowing with blower.
- Observe working of brake. Inspect drum and shoe clearance, clean and lubricate pivot points.
- Observe working including tension sheave of speed governor and check electrical switches for proper working.



- Check all sensors and safeties for working. Test alarm bell and emergency stop switch.
- Checking of electrical, electronic, mechanical and civil installations and report immediately to Bank's engineer-in-charge about any abnormal condition.

# **Monthly Inspection Checklist**

- Check manufacturer's instructions;
- Inspect, clean, lubricate, and properly adjust all roller guides, guide rails, guide shoes and rail oilers.
- Remove all dirt, dust, and oil from pits.
- Check the working of the emergency lights; replace as necessary.
- Solid State Components and Circuit Boards: Inspect printed circuit board and other solid state devices for cleanliness, condensation spots, evidence of heating and deterioration. Check and replace defective solid state devices.
- Inspect leveling activation. Clean and lubricate switches, vanes, and all other related parts. Adjust to obtain the proper leveling at all landings in both the UP and DOWN directions within ¼ inch above or below the landing sill.
- Checking and cleaning of door tracks.
- Checking and cleaning of landing door contacts.
- Checking of all safeties (Speed Governor, Safety switches, Landing door, Car roof, door drive contacts, buffer spring at pits, and counter weights).
- Checking of oil level in gear unit.
- Checking of hoisting motor.
- Checking of brake functioning.
- Checking of steel ropes.
- Cleaning and lubrication of speed governor.
- Checking of oil in lubrication cup and refilling of cups if required.
- Lubrication of chain links.
- Cleaning the control panels for dust with blower.
- Check the worm gear and thrust bearing and shaft for smooth working.
- Check the floor selector, door controller, door roller, controller and motor.
- Inspect, clean, lubricate and manually activate safety mechanisms.

# Semi – Annually Inspection Checklist

- Check manufacturer's instructions;
- Inspect, clean, lubricate and manually activate safety mechanisms.



- Completely dismantle brake assembly, clean, and inspect for wear. Replace defective parts required for proper working. Where brake shoes are asbestos-containing, check for dust, and practice appropriate cleanup and maintenance precautions. Lubricate bearing, pins, and pivot points.
- Thoroughly clean controller with blower or vacuum. Inspect and check the working of switches, relays, timers, capacitors, resistors, contacts, overloads, wiring, connections, fuses and overload settings. Check for zone control, and load by-pass door failure time. Check programming up peak, down peak, off peak, off hours. Replace worn or defective parts and adjust controller for proper working.
- Clean, inspect, and lubricate all door working mechanisms; including but not limited to rollers, up thrusts, interlocks, clutches, self-closer and sills. Replace worn or defective parts, repair and adjust door mechanisms as required for proper working.
- Clean rails, beams, and all related iron work in hoist way. Dust hoist way walls. Clean top, bottom, and sides of car. Clean counterweight and pit area.
- Check oil level and working of switches. Add oil or adjust switches as necessary for proper working.
- Checking of door reopening devices, stop switches, working control devices, car floor and landing sill, car lighting, car emergency signal, car door or gate, door closing force, power closing of doors or gates, power opening of doors or gates, car vision panels and glass car doors, car enclosure, emergency exit, ventilation, signs and working device symbols, rated load, platform area, and data plate, standby power activation, restricted opening of car or hoist way doors and car ride.
- Checking of rope fastenings, terminal stopping devices, slack rope devices, governor, over speed switch & seal and car & counterweight safeties.
- Checking car leveling devices; top emergency exit; counterweight safeties, traveling cables and junction boxes, door and gate equipment, governor rope, compensating ropes and chains.
- Checking car platform guard, hoist way doors, vision panels, hoist way door locking devices, access to hoist way, power closing of hoist way doors, sequence working, elevator parking devices, emergency doors blind hoist ways, and standby power selection switch.
- Checking Pit access, lighting, stop switch, counterweight buffer and final terminal stopping devices, normal terminal stopping devices, traveling cables, governor-rope tension devices, compensating chains, ropes, and sheaves, car frame and platform, and car safeties and guiding members.
- Checking of brakes and brake torque.
- Checking and observation of slip of ropes and condition.
- Checking all safeties (Speed Governor, Safety switches, Landing door, Car roof, door drive contacts, buffer spring at pits, counter weights).

# **Annual Inspection Checklist**

• Checking standby power working.



- Check and torque all connections to correct specifications, and check and lubricate cooling fan); check primary and secondary voltages phase to phase and phase to ground and ampere load;
- Checking traction sheaves; terminal stopping devices & switches, slack rope devices; governor, over speed switch, and seal; and counterweight and car safeties.
- Drill for working of elevators under fire and other emergency conditions.
- Testing of the working of the electrically released brake by manually activation the other safety devices and observing.
- Testing speed governor safety by manually activating the trip mechanism.



# SCHEDULE-D TO BID

# WORKS TO BE PERFORMED BY SUBCONTRACTORS

..... Sub-Contracting Not Allowed .....



### **SCHEDULE - E TO BID**

### Proposed Methodology/ Work Program

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following;

Duration of substantial completion of Key Per	formance Indi	cators
Scope of Work	Activities	No. of Days
Submission of technical documents along with shop Drawings, data sheets, and specifications for information as marked.	1	15 after work order
Submission of work plan detailed description and sequence of activity of dismantling, delivery, storage, installation and commissioning	2	25 (after 1)
Approval from Employer	3	15 (after 1) 15 (after 2)
Placement of Order and submission of documentary evidence, copy of Letter of Credit etc.	4	20 (after 3)
Equipment Manufacturing	5	60 (after 4)
Submission of copies of Factory Test reports with English Translation and shipment documents	6	15 (after 5)
Shipment	7	30 (after 6)
Material inspection at port and submission of appropriate documentary evidence	8	10 (after 7)
Material delivery at Site	9	15 (after 8)
Dismantling of 1 <sup>st</sup> Lift (Old)	10	45 (after 9)
Execution of works for installation, testing & commissioning of $1^{\mbox{\scriptsize st}}$ Lift	11	130 (after 10)
Dismantling of 2 <sup>nd</sup> Lift (Old)	12	45 (after 11)
Execution of works for installation, testing & commissioning of $2^{\mbox{\scriptsize nd}}$ Lift	13	130 (after 12)
Dismantling of 3 <sup>rd</sup> Lift (Old)	14	45 (after 13)
Execution of works for installation, testing & commissioning of $3^{\mbox{\scriptsize rd}}$ Lift	15	130 (after 14)
Finishing Work and attending punch listing items	16	15 (after 15)
Total Time allowed for	completion	730 days

The above Key Performance Indicators should be taken into consideration by the bidder in order to execute the works.

Signatures:

Stamp:

If the above KPI is not acceptable to any bidder, the bidder will prepare its own Work Program along with detailed justification for its change. Bids without above given Work Program or bidder's own proposed Work Program without justification shall not be considered responsive.



### **SCHEDULE - F TO BID**

#### (INTEGRITY PACT)

(On non-judicial stamp paper worth Rupees 100)

#### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH <u>RS 10.00 MILLION OR MORE</u>

Contract No	Dated:
Contract Value:	
Contract Title:	

\_\_\_\_(name of Bidder)\_\_\_\_\_\_ hereby declares that it has not obtained or induced the procurement of any contact, right, interest, privilege or other obligation or benefit from State Bank of Pakistan -BSC(SBP-BSC) or State Bank of Pakistan and its Subsidiaries through any corrupt business practice.

Without limiting the generality of the foregoing, \_(name of Bidder)\_\_\_\_\_\_\_ 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 SBP-BSC except that which has been expressly declared pursuant hereto.

\_\_\_\_\_(name of Bidder)\_\_\_\_\_\_ 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 SBP-BSC and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_accepts full responsibilities 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 SBP-BSC under any law, contract or other instrument, be void able at the option of the SBP-BSC.

Notwithstanding any right and remedies exercised by SBP-BSC in this regard, \_\_(name of bidder)\_\_\_\_\_\_\_ agrees to indemnify SBP-BSC for any loss or damage incurred by it an account of its corrupt business practices and further pay compensation to SBP-BSC in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by \_\_\_(Name of Bidder)\_\_\_\_\_\_ 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 SBP-BSC Name of Buyer: \_\_\_(SBP-BSC)\_\_\_\_\_\_ Signature: (Seal)

Name of Supplier/Bidder:	
Signature:	

(Seal)



#### Bidding Documents, Section-2, Part-1)

### CONDITIONS OF CONTRACT

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Clause No.	Description	
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- 7. Taking Over 8.
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- 11. **Contract Price And Payment**
- 12. Default
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- 18. **Overriding Effect**
- 19. **Specifications and Epilogues**
- 20. Indemnification
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- Materials obtained / discovered during excavation 23.
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- Others 30.



#### 1. GENERAL PROVISIONS

#### 1.1 **Definitions**

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

#### **The Contract**

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

#### Persons

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

#### **Dates, Times and Periods**

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

#### Money and Payments

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

#### **Other Definitions**

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the Engineer in-charge to be nominated in Letter of Acceptance.
- 1.1.21 Letter of Acceptance means the formal acceptance of the Bid by the Employer
- 1.1.22 Contract Price means the sum stated in the Letter of Acceptance as payable to the Contractor for execution and completion of the Works.

#### 1.2 Interpretation

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

#### 1.3 **Priority of Documents**

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

#### 1.4 Law

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

#### 1.5 **Communications**

All Communications related to the Contract shall be in English/ Urdu language. A notice shall be effective only when it is delivered to the concerned party.

#### 1.6 **Statutory Obligations**

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

#### 2. THE EMPLOYER

#### 2.1 **Provision of Site**

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

#### 2.2 **Permits etc.**

The Employer shall, if required under law/ rules and requested by the Contractor, shall cooperate with the Contractor in applying and obtaining permits, licences or approvals etc. in context of the Contract.

#### 2.3 Engineer's/Employer's Instructions

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

#### 2.4 Approvals

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

### 3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

The Employer shall appoint a duly authorized person (The Engineer In-charge), to act for him and behalf for the purpose of this Contract. This authorised person shall be fully authorised with respect



Works except the authority to approve the variations, issuance of suspension and termination notices and sanctioning of the payments to be made to the Contractor under the Contract.

### 4. THE CONTRACTOR

# 4.1 General Obligations

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

### 4.2 Contractor's Representative

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

### 4.3 Subcontracting

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

### 4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

### 4.5 Contractor's Equipment

The Contractor shall have to bring at site of works and maintain the minimum construction equipment required for execution of works at site. Proper record of all such equipment shall be maintained by the Contractor and made available to the Employer as and when asked to do so. Prior approval of the Employer will be required for demobilization/shifting of any tool and plant from the site of works under this Contract

### 4.6 Employer's Approvals

Contractor shall get approval of all the materials, fixtures and method statements well before the time from the Employer. The absence of supervisory staff or approvals or consent or comments from the Employer shall not affect the Contractor's obligations under the Contract.

### 4.7 Observance of Law

Contractor shall strictly follow the applicable labour laws, industrial relations acts, standing orders, ordinances, social security acts, employees' old age benefits acts; workmen's compensation acts etc. in their letter and spirit and indemnify the Employer against any claim, compensation or penalty in this regard. This is an independent contract and no employment relation exists between the contractor and the Employer.

# 5. Employer's Rights

Without prejudice to any other rights under the Contract and / or applicable law, Employer shall have following rights:

i. The Employer reserves the right to change the scope of works during the executions of the Works; quantities of certain item(s) can be increased, decreased or absolutely deleted or substituted with some alternative item for which new rates shall be decided as per Clause-10.2.



- ii. The Employer reserves the right to reject a part or whole of the Works and hold any amount claimed by the Contractor against the items or Works for which, the prior approval of the samples was required by the Employer but was not obtained by the Contractor.
- iii. The Employer reserves the right to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, data, or persons of the Employer due to the Contractor or his worker's negligence.
- iv. The Employer reserves the right to expel out any employee of the Contractor if found involved in a crime or illegal or unethical activities within or outside the Site.

The Contractor agrees that he shall have no right to claim any direct and / or indirect losses resultant of the above acts by the Employer.

### 6. EMPLOYER'S RISKS

### 6.1 **The Employer's Risks**

The Employer's Risks are: -

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;

b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country; c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;

d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;

h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

# 7. TIME FOR COMPLETION

# 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date as specified in the work order issued by the Employer and shall proceed expeditiously and without delay and shall complete the works within the time stipulated Contract Data observing all the time lines/target dates provided in the approved Work Program.

# 7.2 Work Program

The Contractor will have to prepare work program on the basis of Key Performance Indicators (KPIs) given in the Schedule-E to Bid or will submit work program its own assumption along with detailed justifications. Once the proposed Work Program has been approved by the Employer, it will have to be followed in letter & spirit.

Failure to perform according to the approved Work Program shall be considered as the Contractor's default and Employer reserves the right to invoke all or any remedy available in clause12.

# 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Employer's Risks, or Early Warnings, or adverse ground conditions, force majeure not leading to Contract termination, or any instruction of the Employer to slow down the progress of works or change in the scope of Works by the Employer requiring additional time for completion of the Works as per the revised scope of Works, may request the Employer to extend the Completion Time reasonably. The Contractor must have to provide complete record of the circumstances on account of which extension of time is being applied along with the the temployer program/schedule in bar chart form for completion of the balance works. The Employer

For Contractor (Sign & Stamp)

Ce works. The Employe For SBP BS England Stramp) CIVIL MAINTENANCE DIVISION may evaluate the request lodged by the Contractor and extend the Completion Time. The decision of the Director/Head Engineering will be final & binding upon the Contractor.

It is being understood and agreed by the Contractor that the sole remedy for delay shall be extension in the time for performance of the Contractor's work, which extension shall not be subject to any valuation.

### 7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Employer without prejudice to any other rights under the Contract and / or applicable law shall deduct liquidated damages at rate as mentioned in the Contract Data.

### 8. TAKING-OVER

### 8.1 Completion

The Contractor shall notify to the Employer along with As-built Drawings and Inventory List to issue the Provisional Completion Certificate and take over the Works when he considers that the Works are completed.

### 8.2 Taking-Over Notice

Within 15 days after receipt of notice, the Employer shall issue a Provisional Completion Certificate to the Contractor and take over the Works if the Works are substantially complete as per the Contract and to the entire satisfaction of the Employer.

If the Works are not completed to the entire satisfaction of the Employer, the Employer will issue a detailed account of the balance or defective works to the Contractor within fifteen (15) days after receipt of notice from the Contractor to take over the whole or a part of the Works. In case of minor defects/ outstanding Works, the Employer at its sole discretion, may take over the Works and issue the Provisional Completion Certificate after obtaining a written undertaking from the Contractor to rectify the punch list items/ outstanding Works during the Defects Liability period.

# 9. **REMEDYING DEFECTS**

### 9.1 Remedying Defects

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

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

### 9.2 Uncovering and Testing

The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured, and correct dimensions thereof be taken before same is covered or placed beyond the reach of measurement.

The Engineer-in-Charge shall check the Contractor's Work and notify the Contractor of any Defects if found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a defect and to uncover/ or testing any work that the he considers may have a Defect

### 9.3 Failure to remedying Defects

Failure to remedy any defect(s) or complete the outstanding Works except the defects not attributable to the Contractor, to the entire satisfaction of the Employer within a notified time shall entitle the source of the temployer within a statement of temployer within a statemen

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extend the defect liability period and / or carry out all necessary works at the Contractor's risk to cost in accordance with clause 12.

# **10. VARIATIONS AND CLAIMS**

# 10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### **10.2** Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) rates notified by the Government Departments/agencies, or
- d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For valuation of variations and approval of rates for non-BOQ/extra items, the decision of the Director Engineering will be final & binding upon the parties.

# 10.3 Early Warning

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

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, the Contractor's entitlement to extension of the Time for Completion may be reduced/rejected.

# **10.4 Variation Procedure**

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

# **11. CONTRACT PRICE AND PAYMENT**

# 11.1 (a) Terms of Payments

The Employer shall verify these bills and payments shall be released to the Contractor within **thirty (30)** days after joint verification of the bill by the Employer & the Contractor and after deduction of retention money, applicable taxes or any such other sum determined by the Employer.

# (b) Imbalanced Bid

In case of imbalanced bid (abnormally high/low rates than market/ Employer's Engineer's estimate) duly justified by the contractor, the payments against such running bills will be made by the employer up to 80% of the running bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.



### 11.2 Submission of Statements of Work Done/ Interim Bills

The Contractor shall submit the bills only after the payment against last or previously submitted bills has been made by the Employer.

### **11.3** Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data and all applicable taxes and duties.

### 11.4 Retention Money

Retention money shall be paid by the Employer to the Contractor after the expiry of defect liability period, the remedying of notified defects and the completion of outstanding work, all as referred to in Sub-Clause 9.1.

If the Contractor fails to complete the Works and rectification of any defects as per the entire satisfaction of the Employer under Clause-09, this Retention Money and Performance Security will be withheld by the Employer and it shall be released after adjustment of any claims against the Contractor or cost of any defects corrected through other sources or Contractors at the risk to cost of the Contractor.

### 11.5 Final Payment

Upon issuance of Final Completion Certificate, the payments pertaining to the Works completed during Defects Liability Period and / or money as Retention Money shall be released as per sub-Clause-11.4 and the accounts for the contract shall be closed. The Employer shall release payments within sixty (60) days.

#### 11.6 Currency

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

### 11.7 Mobilization Advance

If requested by the Contractor, an interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan subject to approval of Director/Head Engineering Payments shall be made as per the following criteria;

- a) First part of the Mobilization Advance within twenty (20) days after verification of the approved/ legible Bank Guarantee from the issuing bank.
- b) Second part of the mobilization advance on arrival of required tools & plants and commencement of Works at site to the entire satisfaction of the Employer.

Mobilization Advance paid to the Contractor shall be recovered from the interim bills of the Contractor @ 15% of total amount of work done at site for the bill being processed till the time that whole of the amount of Mobilization Advance has been recovered.

#### **11.8** Secured Advance

The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that:

- (a) The materials are in accordance with the Specifications for the permanent works;
- (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer in charge but at the risk to cost of the Contractor;



- (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge;
- (d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer.
- f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity & verification of the quality of materials at site by the Employer may be paid

The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1<sup>st</sup> bill of the Contractor submitted after release of the Secured Advance.

### 11.9 Changes in Taxes and Duties

If, after the date of submission of Bids, there occur changes in the taxes and duties which cause additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall be added to or deducted from the Contract Price accordingly. Decision of the Director/Head Engineering will be final & conclusive in this regard.

### 11.10 Price Adjustment

The amounts payable to the Contractor in respect of work done/work executed shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

### (a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

# (b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$Pn = A + b\frac{Ln}{Lo} + c\frac{Mn}{Mo} + d\frac{En}{Eo} + \dots$$

Where:

Pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 11.10 (a), and with Paragraphs 11.10 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

A is a constant, specified in Appendix-A to Bid, representing the nonadjustable portion in contractual payments;

b, c, d, etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d, etc., shall be one;

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 11.10 (d), applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 11.10(d).



### (c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-A to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-A to Bid, which shall be subject to approval by the Engineer.

### (d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

### (e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 7, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 7.3, the above provision shall apply only to adjustments made after the expiry of such extension of time.

### 12. DEFAULT

### 12.1 Default, Termination of the Contract and Compensation to the Employer

### (a) Default by the Contractor:

If the Contractor abandons the Works, delays abnormally, or misses the target dates mentioned in the approved Work Program or refuses or fails to comply with a valid instruction of the Employer, or if Contractor materially or consistently breaches the Contract, the Employer may give a notice under this sub-clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within fifteen (15) days after receipt of the Employer's notice, the Employer may by serving a second notice within twenty five (25) days, terminate the Contract asking the Contractor to demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at risk & cost of the Contractor. The decision of the Director/Head Engineering will be final and conclusive in this regard.

### (b) Default by the Employer:

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give a notice under this sub-clause stating the default. If default is not remedied within fifteen (15) days by the Employer after receipt of the notice, the Contractor may suspend execution of all parts of the Works. If the default is not remedied within thirty (30) days after receipt of first notice, the Contractor may serve a second notice within thirty (30) days and terminate the Contract and demobilize from the Site.

#### (c) Employer's sole discretion:

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect within 15 days after the Contractor receives the notice.

### (d) Insolvency:

If either part is declared (or is likely to be declared) insolvent under any applicable law, the other party may terminate the Contract by serving a notice immediately. The Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works in case of Contractor's insolvency.



### (e) Criminal/Offensive act by the Contractor or his employees:

If the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan, the Employer may terminate the Contract by serving a notice to the Contractor and the Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at the risk & cost of the Contractor.

### (f) Actions in case of failure of the Contractor:

If the Contractor fails to complete the Works even when the amount of Liquidated Damages has reached to the maximum fixed limit or the Contractor abandons or suspends the Works, or commits breach of the terms & conditions of the Contract, the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan or in any case in which the contractor shall have rendered himself liable to pay compensation/liquidated damages, the Director/Head Engineering whose decision shall be final & conclusive, without prejudice to any other right or remedies, shall have power to adopt all or any of the following courses as he may deem best suited to the interest of the Employer;

- i. To rescind the Contract (of which the recision notice in writing to the Contractor under the hand of Director/Head Engineering shall be conclusive evidence) and in which case the retention money and Performance Security of the Contractor shall be forfeited and be absolutely at the disposal of the Bank;
- ii. To employ labour paid by the Employer and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of all labour and the price of the materials (of the amount of which cost and price a certificate of the Director/Head Engineering shall be final & 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 Director/Head Engineering as to the value of the work done shall be final and conclusive against the Contractor;
- iii. To measure up the works of the Contractor and to take such part thereof as shall be as shall be un-executed out of his hands and 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 had been executed by him (of the amount of which excess the certificate in writing of the Director/Head Engineering 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 Bank under the Contract or otherwise, or from his retention money or the proceeds of sale thereof or sufficient part thereof;
- iv. If any of the above courses being adopted by the Director/Head Engineering, the Contractor shall have no claim to compensation for any loss sustained by him by reasons or his having purchased or procured any materials, or entered in to any engagements or made any advances on account of, or with a view to the execution of the works or the performance of the Contract. And in case the Contract shall be rescinded under the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any works theretofore actually performed under this Contract unless and until the Director/Head Engineering will have certified in writing the performance of such works and the value payable in respect thereof and he shall be only be entitled to be paid the value so certified.
- v. In case of Contractor's failure to perform in line with the agreed terms & conditions laid down in the contract, the Employer may blacklist the Contractor for future opportunities at the Employer as per clause 18.2 and decision of the Director/Head Engineering will be final & conclusive. As per Public Procurement Rule-19, the Contractor will be accorded adequate opportunity of being heard.

### (g) Payments upon Termination

In case of termination by the Employer, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed only after adjustment of any sums to which the Contractor is entitled and any sums to which the Employer is entitled including recovery of all recoverable advance payments,. No payment shall be made against the leftover materials, machinery, plants etc. brought by the Contractor and against his demobilization. If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered by the balance payable amounts or the Retention Money along with the performance Security.

For Contractor (Sign & Stamp)

For SBP BS

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### 13. Warranty

- 13.1 The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 13.2 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

#### 14. RISKS AND RESPONSIBILITIES

#### 14.1 Contractor's Care of the Works

From the Commencement Date until the completion of Works and issuance of Completion Certificate or Termination by the Employer, the risks of loss or damage to Works, personal injury, death, and loss of or damage to property of the Employer due to the negligence of the Contractor, his employees, associates, sub-contractor, assigns etc. all such risks are Contractor's risks. The Contractor shall have to make good all damages/losses to the Employer after receiving written notice from the Employer.

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

#### 14.2 Force Majeure

If the Contract is frustrated by a force majeure, like the outbreak of war, civil commotion, and insurrection or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated and is being terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop work as quickly as possible after receiving contract frustration certificate from the Employer and shall be paid for all work carried out or services rendered before the frustration/ termination of the Contract and for any work carried out afterwards to which a commitment was made including the cost of materials and plants reasonably delivered to the Site, after adjustment of any sums to which the Contractor is entitled as per the Contract, and cost of his demobilization after recovery of all recoverable advance payments made by the Employer or the sums to which the Employer is entitled. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions if mutually agreed.

#### 15. INSURANCE

15.1 The Contractor shall on joint name of employer and Contractor procure a contractor's all risks of physical loss or damage insurance policy, covering all risk to Works, third party, and all risks of physical loss to labour or damage caused to the Contractor's plants, equipment, materials and any other asset(s) belonging to the Contractor.

Insurance Policy shall cover the damages to the structure, stores if supplied by the Employer caused by fire, including lightening, riots, strikes, storm, cyclones, flood, earthquake, theft, etc.

### 15.2 Default

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



### **16. RESOLUTION OF DISPUTES**

- 16.1 If any dispute arises between the parties (Contractor & the Employer), the matter shall be referred to the Director/Head Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- 16.2 In case the Contractor believes that the decision of the Director/Head Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director/Head Engineering. If no notice is given within this time, the decision of Director/Head Engineering shall be final and binding upon the Parties.
- 16.3 In case a dissatisfaction notice is given by the Contractor, the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 15 days after the notice of dissatisfaction. Failing to agree upon Adjudicator name within the specified time will result in finality of the Director/Head Engineering's decision which will become binding upon the parties.
- 16.4 If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Arbitration Proceedings shall be held at the place mentioned in the Contract Data.

### **17 INTEGRITY PACT**

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

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor.

### **18. CODE OF CONDUCT**

- 18.1 It is the Employer's policy to Contractors observes the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm/Company in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;"
- **18.2** Under Rule-19 of PPR-2004, "The Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly:

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
-	Actual instance verifiable as per law of land and applicable rules and regulations of SBP

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Deviation from commitment	If the bidder deviates from its prior commitment or
	declaration made regarding the bid or proposal
	submitted by the bidder.
Fraud	Cross verification of documentary undertakings
	submitted by Contractor/Bidder/Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in
	substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance
	deficiencies not suitably responded or defended by
	Contractor/ Bidder/ Supplier/ Consultant

However, such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of Blacklisting Committee of SBP BSC will be final and conclusive.

- **18.3** The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- **18.4** Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- **18.5** Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- **18.6** Without limitation on the generality of the foregoing, Contractors and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - a) A Contractor that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, Contractor hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
  - c) A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority of the Employer.
  - d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Contractor as part of bid.



### **19. OVERRIDING EFFECT OF PPR-2004**

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

### 20. SPECIFICATION EPILOGUES

- a. The Work(s) contemplated under the Contract, shall be constructed, completed and guaranteed, strictly conforming to and in accordance with the stipulated specifications for execution of such works, providing of materials/services and etc. as provided in the Contract Documents and or as directed by the Employer.
- b. In the event of missing / non-availability of particular specification (s) applicable to or to govern the execution of such item(s) of works/ contract hereof, having no effect or bearing upon the rate/price or valuation of the contract, all material, fabrication, execution and testing thereof shall conform to the applicable standards, codes/specifications contained in the following list to equivalent applicable standard and specifications established and/or as approved in the country of manufacture or supply:

ASTM	American Society of Testing Materials
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Society
BSS	British Standard Specifications & Materials)
PSI	Pakistan Standards Institute

c. All quality control and related tests (if required) shall be carried out in accordance with applicable standards and codes. The cost in this regard shall be borne by the Contractor.

### 21. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications, plans, or other contract documents as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best generally accepted practice is to be used. All interpretations of the specifications will be made by the Engineer on this basis.

### 22. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work which, as determined by the Engineer or Engineer In-charge, does not conform to the requirements of the Contract and results in an inferior or unsatisfactory product, will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed or replaced at the Contractor's expense.

No work shall be done without lines and grades having been approved by the Engineer. Work done contrary to the instructions of the Engineer, Work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Engineer will have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs from any moneys due or to become due the Contractor

#### 23. The Contractor shall be liable & indemnify the Employer



Contractor shall be exclusively liable for and shall indemnify and hold harmless the Employer, its agents and employees from:

- a. Making good all losses arising out of the Contractor's negligence or breach of the Contract. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressively waives his all or any right to change or challenge the same. The Contractor shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer after receiving written notice from the Employer.
- b. All losses arising from the automatic transfer of employment of Contractor's and its subcontractor's employees to premises or any third party on the expiry or termination of the Contract including, in relation to the employees:
  - i. All liabilities in respect of their employment before or after the expiry or termination of the Contract and
  - ii. The costs of terminating their employment and any claims arising there from.
- c. Any tax, government duties, insurance contributions (employee and employer) and or social security contributions in respect of Contractor (in the case of an individual) or any employee or sub-contractor of Contractor together in each case with any interest, fines or penalties thereon.
- d. Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.
- e. All payments to his staff and other hired persons, sub-contractors or assigns during the currency of this Contract or after its expiry/ termination. The Employer shall have no relation, in whatsoever way, with such employees or persons recruited, hired or contracted by the Contractor and all these persons shall always be treated as the employees of the Contractor.
- f. Any claims of his own, of his employees or ex-employees, or associates, or their heirs whether against the Contractor, other contractors working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a company, in whatsoever form, manner or capacity.
- g. Any Government Permits, Licenses, etc. that may be required for performing the Works contemplated under the Contract.
- h. All claims of compensation by an employee, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Contractor or their legal heirs.
- i. In case any claim of compensation, expense in whatsoever form is to be paid by the Employer under any law of the land, the same amount shall be deducted from the Contractor's payable amounts/retention money.
- j. Full cost and responsibility for his employees/ staff, under no circumstances, whatsoever, shall the Contractor or its employees shall be regarded as the Employer's employees, and there would be no employer / employee relationship between them and the Employer.

# 24. Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-contractors).

### 25. Independent Contractor

The Contractor including all his employees, sub-contractors, associates, assigns or his legal heirs shall at all times function and be regarded as independent contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

### 26. Materials Obtained/Discovered during excavation

Materials obtained from excavation will be the property of the Employer. Serviceable materials & treasures etc. found shall have to be stacked/stored at the location designated by the Employer. All rubbish/un-wanted materials/debris shall have to be disposed of by the contractor in line with the directions of the Employer & municipal regulations.

### 27. Site Clearance at completion

On completion of the project/works or at some earlier stage as desired by the Employer, the contractor shall remove all temporary structures, dumpsites, debris, surplus materials, etc. and fill up all trenches etc. made



during the execution of the works. The contractor will have to secure a site clearance certificate from the Employer and attaché the same with his final bill. In case the contractor fails or refuses to do so, the Employer reserves the right to get it done through the other sources/contractors and deduct/recover the expenditure so occurred from the bills or retention money **along with the Performance Security submitted at the time of bid opening o**f the contractor. In this regard, the decision of the Director/Head Engineering will be final & conclusive.

### 28. Health, Safety, Environment and Security (HSE&S)

- a. The Contractor shall comply with all statutory and regulatory requirements related to Health, Safety, Environment & Security (HSE&S) as well as Employer's applicable rules, procedures or policies related thereto at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose shall be deemed to be included in the amounts payable under this Agreement to the Contractor.
- b. The Employer shall periodically audit the Contractor's compliance with its HSE&S policies and conduct safety inspections as and when it deems fit. The Contractor shall ensure that Employer's recommendations in this regard are implemented without any delay.
- c. The Contractor shall provide the Employer information about its working practices, materials and equipment and shall operate in a manner which does not compromise Employer's security or environment standards and the safety and health of its employees and other people. Contractor shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- d. The Contractor shall certify in writing that its personnel are fully trained to execute the Works safely and shall ensure that they understand all risks and hazards associated with the Works. The Contractor shall keep records of such trainings.
- e. The Employer reserves the right to terminate this Contract without notice to the Contractor in the event of violation of this Clause by the Contractor and related HSE&S requirements of the Employer communicated to the Contractor from time to time.
- f. The Contractor shall pay special attention to the following environmental protection measures;
  - 1. Use of clean fuels to minimize air polluting emissions.
    - 2. Control of other air pollutants.
    - 3. Recovery and recycling of usable materials.
  - 4. Control of vehicle noise.
  - 5. Control of noise from power facilities.
  - 6. Limitation of Vibrations.
  - 7. Preservation of natural land to the extent possible.
  - 8. Preservation of archaeological Sites.
  - 9. Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.

### 29. Electric Power Supply, Water supply, Telephone etc.

Water for construction purposes will be provided by the Employer. Electricity will be provided by the Employer for all minor equipment & tools. Expense regarding the required cables/wires and sub-meters, switches etc. shall have to be borne by the Contractor. The Contractor shall make his own arrangement at his own expenses for the telephone & fax etc. at the Site of Works. If these facilities are to be provided by the Employer at the request of the Contractor, the Contractor shall have to pay the bills/ expenses as per mutually agreed terms & conditions at that time. Hutting/ tenting etc. for the workers or storage of the materials of the contractor shall be the responsibility of the contractor.

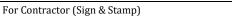
### **30.** Attendance of Meetings

The Contractor shall attend all meetings along with his authorized representative(s) when called by the Employer to discuss the quality and progress of Works, site matters and other matters related to the Contract, without any compensation from the Employer. The Contractor may ask the Employer to call a joint meeting to review the pending issues and decisions or to discuss any other matters, factors or aspects in context of the Contract. The minutes of meetings may be recorded and circulated amongst the participants for compliance.

### 31. First Aid Facilities

The contractor shall provide his staff with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

### 32. Utility Lines





The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

### 33. Other

- a. The terms and conditions and the Schedules thereto of this Contract represent the entire agreement and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- b. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- c. Unless expressly provided, no term of this Contract is enforceable by any third party.
- d. This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it without Employer's prior written consent. Any subcontracting shall be on terms consistent with these Conditions for the benefit of an enforceable by the Employer and Contractor shall remain liable for the subcontractor's acts and omissions and the Contract's complete performance.
- e. The Contract shall be governed by the laws of Pakistan and Contractor and the Employer agree to submit to the exclusive jurisdiction of the courts in Pakistan.

#### 34 Beneficial Ownership information

For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



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PARTINE

For SBP BS

The following Contract Data shall be deemed to form and be read and constructed as part of the Contract, including Conditions of Contract.

# **CONTRACT DATA**

<i>SCC 1.</i>	Employer	GCC Clause 1
	Means SBP-Banking Services Corporation Head Office Karachi	
SCC 2.	Priority of Documents	GCC Clause 3
	Documents forming the Contract listed in the order of priority:(a)The Contract Agreement(b)Letter of Acceptance(c)The completed Form of Bid(d)Contract Data(e)Conditions of Contract(f)The completed Schedules to Bid including Schedule of I(g)The Drawings, if any(h)The Specifications, if any	Prices
СС З.	Amount of Performance Security	GCC Clause 4.4
	10% of the Contract Price stated in Letter of Acceptance / Award in the	
	The Performance Security would remain valid 60 days beyond com and would be released after successful completion of defect liabili After completion of defect liability period, the bidder shall submit p	ty period.
	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period.	e. Two (02) years in the form o any Schedule Bank registered ir
500 4	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period.	e. Two (02) years in the form o any Schedule Bank registered ir ased after successful completior
SCC 4.	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period. Completion Time	e. Two (02) years in the form o any Schedule Bank registered in
	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period.	e. Two (02) years in the form o any Schedule Bank registered in eased after successful completion
	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period. Completion Time 730 Calendar days	e. Two (02) years in the form of any Schedule Bank registered in eased after successful completion <b>GCC Clause 7.1</b> <b>GCC Clause 7.4</b> ithin the time stated in SSC 4, of ection within the relevant tim r the relevant sum stated herei e the only moneys due from th hall elapse between the relevan ivery at site or the date stated in
	<ul> <li>of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period.</li> <li><i>Completion Time</i> 730 Calendar days <i>Liquidated Damages</i> If the Contractor fails to deliver the Works, or any part thereof, wifails to complete the whole of the Work, or, if applicable, any S prescribed by SSC 4, then the Contractor shall pay to the Employe below as liquidated damages for such default (which sum shall be Contractor for such default) for every day or part of a day which shall time for Delivery or Time for Completion and the actual date of dela a Taking-Over Certificate of the whole of the Works or the relevant to the second sec</li></ul>	e. Two (02) years in the form o any Schedule Bank registered in eased after successful completion GCC Clause 7.1 GCC Clause 7.4 ithin the time stated in SSC 4, o ection within the relevant time r the relevant sum stated herein e the only moneys due from the hall elapse between the relevant ivery at site or the date stated in ant Section, as the case may be monies due or to become due to ot relieve the Contractor from hi
	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period. <b>Completion Time</b> 730 Calendar days <b>Liquidated Damages</b> If the Contractor fails to deliver the Works, or any part thereof, wi fails to complete the whole of the Work, or, if applicable, any S prescribed by SSC 4, then the Contractor shall pay to the Employe below as liquidated damages for such default (which sum shall be Contractor for such default) for every day or part of a day which sl time for Delivery or Time for Completion and the actual date of del a Taking-Over Certificate of the whole of the Works or the relevant subject to the applicable limit stated herein below. The Employer may deduct the amount of such damages from any the Contractor. The payment or deduction of such damages shall no obligation to complete the Works, or from any other of his obligation	e. Two (02) years in the form o any Schedule Bank registered in eased after successful completion <i>GCC Clause 7.1</i> GCC Clause 7.4 ithin the time stated in SSC 4, or ection within the relevant time r the relevant sum stated herein e the only moneys due from the hall elapse between the relevan ivery at site or the date stated in ant Section, as the case may be monies due or to become due to ot relieve the Contractor from his ligations & liabilities under the
SCC 4. SCC 5.	of the quoted price for the remaining Service Level Agreement i. Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from Pakistan. The above-mentioned performance security shall be rele of SLA period. <b>Completion Time</b> 730 Calendar days <b>Liquidated Damages</b> If the Contractor fails to deliver the Works, or any part thereof, wi fails to complete the whole of the Work, or, if applicable, any S prescribed by SSC 4, then the Contractor shall pay to the Employe below as liquidated damages for such default (which sum shall be Contractor for such default) for every day or part of a day which si time for Delivery or Time for Completion and the actual date of del a Taking–Over Certificate of the whole of the Works or the relevant subject to the applicable limit stated herein below. The Employer may deduct the amount of such damages from any the Contractor. The payment or deduction of such damages shall no obligation to complete the Works, or from any other of his obl Contract."	e. Two (02) years in the form o any Schedule Bank registered in eased after successful completion <i>GCC Clause 7.1</i> GCC Clause 7.4 ithin the time stated in SSC 4, o ection within the relevant time r the relevant sum stated herein e the only moneys due from the hall elapse between the relevan ivery at site or the date stated in ant Section, as the case may be monies due or to become due to ot relieve the Contractor from hi ligations & liabilities under the

GCC Clause 11.1

### SCC 7. Payments

#### a. Mobilization Advance:

- 1. 15% to total Contract Price (excluding SLA if applicable) against bank guarantee from Scheduled Bank in Pakistan
- 2. This Advance shall be recovered @ 50% of the amount of work done from Interim Payment Certificates (IPC) and shall be fully recovered at least one month before scheduled completion time. The validity of Mobilization Advance Guarantee shall be valid for 60 days beyond the work completion period. Such Guarantee may be progressively reduced to the balance amount of Mobilization Advance indicated in Interim Payment Certificates of the Engineer issued in accordance with this Clause after receipt and verification of the revised guarantee not less than the due amount of mobilization advance.

### b. Payment for Supply of Material/Equipment:

Up to seventy-five percent (75%) of the supply part of the BOQ items will be paid against delivery of material/equipment on site, and upon production of Factory Test Reports / Warranties / Shipping documents/ Inspection Reports at Manufacturer's Facility (where applicable) and indemnity bond as per approved format.

### c. Payment upon Installation, Testing and Commissioning:

Up to ninety percent (90%) of the supply and installation parts of BOQ items will be paid upon successful Testing & Commissioning.

### d. Payment upon issuance of Taking-Over Certificate:

Ten percent (10%) amount of whole BOQ item i.e. Supply and Installation will be paid upon issuance of Taking-Over Certificate and completion of the Whole Works, including punch list noted at commissioning time. The Contractor shall submit testing and fitness certificate in compliance with safety standards.

### e. Payment in Service Level agreement (SLA) period:

Payment for Service Level agreement (SLA) period shall be made on quarterly basis after submission of satisfactory performance certificate to the Employer. The payment shall be subject to deductions, in case of service unavailability from the Contractors as per the conditions of the Contract.

Each payment will be subject to deduction of taxes as per applicable laws

#### SCC 8. Retention Money

GCC Clause 11.4

10% of the net payable amount for each bill (except Mobilization Advance) of the Contractor. 5% of the retention money will be released after issuance of Taking-over certificate and remaining 5% will be released after successful completion of defect liability period

No retention money shall be deducted for payment in Service Level agreement (SLA) period.

SCC 9.	Insurance	GCC Clause 11.6	
	The Works		
	Amount of Cover : The sum stated in Letter of Acceptance plus fifteen percent 15%.		
	Contractor 's equipment Amount of Cover :Full replacement Cost		
Injury to Person and Damaged to Property including Third party Insur			
	Amount of Cover : I) As per workmen compensation act II) Contractor's all Risk including Third party		
	III) damages to the Structure, stores if supplied by the Bank		
	, , , , , , , , , , , , , , , , , , , ,		
SCC 10.	Price Adjustment	GCC Clause 11.10	
The content	s of the clause 11.10 is deleted in its entirety and re	placed with following.	
Sub-Clause	11.10. Formula for Adjustment of US Dollar (\$)	Rates	

The Contract Price shall not be adjusted by any other reason due to change in foreign currency exchange rate or otherwise, except as provided in this Sub-Clause 11.10.

a. For supply of imported item at Section A, Item No. 1 "Supply of Lifts" mentioned in Schedule A to Bid (Schedule of Prices) quoted in local currency (Pak Rs.), foreign currency, exchange rate shall be fixed at the weighted average customer exchange rates (selling) published by State Bank of Pakistan (<u>https://www.sbp.org.pk/dfmd/fem.asp</u>), 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Lepter of the tender opening date.



(LC) established by the Contractor or his Vendor.

- b. The LC would be opened by the Contractor at his cost. Appropriate proof of the Exchange rate applied at the time of retirement/payment of LC by respective Bank such as SWIFT message etc. is to be furnished as evidence to support Contractor's claim for Price Adjustment.
- c. Contractor shall submit copies of Letter of Credit, shipping documents, certified copies of paid voucher for import duty / tax and other necessary documents, as required by the Engineer, in support of his Claim under this Sub-Clause.

SCC 11.	Place of Arbitration	GCC Clause 16.4
	Karachi	



(Bidding Documents, Section-3, Part-1)

**Standard Forms** 



(Stamp duty shall be borne by the contractor as per the prevailing rates)

THIS AGREEMENT made the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 202\_ between <Name of Employer> of <city, country> (hereinafter called "the Employer") of the One Part

and

<Name of Contractor> of <city, country> (hereinafter called "the Contractor") of the Other Part.

WHEREAS the Employer desired that the works <Name of works> should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of <amount of works > (hereinafter called "the Contract Price").

#### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Contract, in the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:
  - a) This form of Contract;
  - b) Letter of Acceptance;
  - c) the Form of Bid and the Prices Schedule submitted by the Bidder;
  - d) the Works Requirements;
  - e) the Technical Specifications;
  - f) the Drawings (if any);
  - g) the General Conditions of the Contract;
  - h) the Special Conditions of Contract;
  - i) the completed schedule including Bill of Quantities; and
  - j) Addendum/Corrigendum, (if any);
- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Employer to execute the works to remedy defects therein in conformity and in all respects within the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Seal)

Name, Signature of the Contactor

Name, Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness No.1 (Name, Title and Address)

Witness No.2 (Name, Title and Address) Witness No.1 (Name, Title and Address)

Witness No.2 (Name, Title and Address)



#### Form No. 02: FORM OF PERFORMANCE SECURITY

(Bank Guarantee/ Insurance Guarantee)

	uarantee No
	Executed on
(Letter by the Guarantor to the Employer)	
Name of Guarantor (Scheduled Bank in Pakistan) with Address:	
Name of Principal (Contractor) with Address:	
Penal Sum of Security (express in words and Figures)	
Letter of Acceptance NoDated	
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Docu Acceptance (hereinafter called the Documents) and at the request of the said Principal we are held and firmly bound unto the (hereinaft penal sum of the amount stated above, for the payment of which sum well and truly to be bind ourselves, our heirs, executors, administrators and successors, jointly and severally, f	e, the Guarantor above named, eer called the Employer) in the made to the said Employer, we
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted t         Letter of       Acceptance for (Name of Contract) for the	he Employer's above said

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause -09, Identification & Remedying of Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_\_\_\_\_(the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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



#### Form No. 03: FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No.\_\_\_\_\_ Executed on\_\_\_\_\_ (Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_\_ (hereinafter called the Employer) has entered into a Contract for \_\_\_\_\_\_ (Particulars of Contract), with \_\_\_\_\_\_ (hereinafter called the Contractor).

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

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

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

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

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

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire on \_\_\_\_\_\_. The guarantee shall remain valid up to the final adjustment of the advance made in case of expiry without adjustment of the advance the Guarantor shall automatically renew the guarantee till such time/times as the employer may deem fit. In case the guarantee is renewed on the request of the employer the Guarantor shall be bound to renew the guarantee without reference to the contractor or any other part, the payment of the charges may be made by the employer from the payments due to the contractor or its securities.

The claim of the employer will remain valid even if the guarantee has expired until the clearance is received in writing by the employer along with the original bank Guarantee.

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



\_\_\_\_\_ (name of the contractor) in favour of M/s.

#### Form No. 04: INDEMNITY BOND FOR SECURE ADVANCE AGAINST MATERIALS BROUGHT AT SITE

(ON Rs. 500 non-judicial stamp paper)

This Deed of Indemnity is issued by M/s. \_\_\_\_\_\_ (name of the employer).

Whereas \_\_\_\_\_ (herein called the Employer) has paid the Secure Advance against the cost of material through any Bank or like agency by any other method by virtue of terms of the contract existing between the parties. The details of the material and their price for which secured advance is sought for the period \_\_\_\_\_ till consumption of the material is as under:-1. \_\_\_\_\_\_ at Rs. \_\_\_\_\_ per \_\_\_\_\_= Rs. 2. \_\_\_\_\_\_ at Rs. \_\_\_\_\_ per \_\_\_\_\_= Rs. 3. \_\_\_\_\_\_\_ at Rs. \_\_\_\_\_\_ per \_\_\_\_\_= Rs. THEREFORE THIS DEED OF INDEMNITY WITHNESSETH AS FOLLOWS: I/We do herebv indemnifv of M/s. M/s. \_\_\_\_\_ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material. I/We \_\_\_\_\_\_ against any or all claims, action damages arising out of or resulting to the said material. \_\_\_\_\_\_ further declare that we will faithfully abide by the above declaration and solemnly I/We\_ affirm that we will not remove, sell, pilferage any of the materials against which M/s. \_ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any form what so ever. \_\_\_\_\_\_ do hereby also declare that in the event of my/our infringement of the declaration made I/We above will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of \_\_\_\_\_ under the contract Agreement signed with us or otherwise available under law. Place \_\_\_\_\_ Dated \_\_\_

Contractor \_\_\_\_\_

Witness:

Signature \_\_\_\_\_\_ Name \_\_\_\_\_

#### Witness:

Signature \_\_\_\_\_ Name \_\_\_\_\_



#### Form No.5 Declaration of Ultimate Beneficial Owners Information

### Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

- 1. Name
- 2. Father's Name/Spouse's Name
- 3. CNIC/NICOP/Passport no.
- 4. Nationality
- 5. Residential address
- 6. Email address
- 7. Date on which shareholding, control or interest acquired in the business.

8. In case of indirect shareholding, control or interest being exercised through intermediary

companies, entities or other legal persons or legal arrangements in the chain of ownershipor

control, following additional particulars to be provided:

2	3	4	5	6	7	8	9	10
Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Trust/Any other individual,body corporate (to be specified))	Date of incorporation/	Name of registering authority	Business Address	Country	Email address	Percentage of shareholdin g,control or interest of BO in the legal person or legal arrangeme nt	Percentage of shareholdin g,control or interest of legal person or legal arrangeme nt in the Company	Identity of Natural Person who ultimately owns or controls the legal personor arrangeme nt
	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Partnership Firm/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited Liability Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Partnership Firm/ Trust/Any other individual,body corporate (to be	Legal form (Company/Limited LiabilityAAAPercentage of shareholdin g,control or interest of BO in the legal person or legal arrangeme n dividual,body corporate (to bePercentage of shareholdin g,control or interest of BO individual,body corporate (to bePercentage of shareholdin arrangeme n	Legal form (Company/Limited LiabilityAAAPercentage ofPercentage of(Company/Limited Liability/uition (interstion Partnership/Associatio n ofPersons/Single Member Company/ Partnership Firm/ Trust/Any other individual,body corporate (to be/uition of to partnership B/uition of to partnership B/uition of to partnership B/uition of to partnership B/uition of to partnership b/uition to partnership to partnership b/uition to partnership to partnership b/uition to partnership to partnership <b< td=""></b<>



9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (InBlock Letters)	CNIC No. (in case of foreign er, Passpor t No)	Father's/ Husband's Name in full	Current Nationalit y	Any other Nationalit y (ies )	Occupation	Residential address infull or the registered/ principal office address for a subscriber other thannatural person	Number of shares taken by each subscriber (in figures and words)
		Tota	l number of				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)



#### Form No.6 Undertaking

[Required on non-judicial stamp paper Rs. 100, No alterations to its format shall be permitted and no substitutions shall be accepted.]

IFB No:	
Title:	
Bidder:	

### **UNDERTAKING**

- 1. I/We hereby confirm and declare that I/We, \_\_\_\_\_\_, has/have not been declared in-eligible or debarred, blacklisted/sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan or fraudulent practices, or no failure to perform with SBP.
- 2. I/We, M/s \_\_\_\_\_\_, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ SBP BSC shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.

Seal & Signature of Bidder:	
Date:	



#### Form No.7 AUTHORIZATION FROM ORIGINAL EQUIPMENT MANUFACTURER

IFB No:	ED/PROC-HOK/062421/2023/144
Title:	Replacement of Three Passenger Lifts installed at Main Bank Building SBP
	Head Office Karachi

To:

Director Engineering Department SBP Banking Services Corporation, Head office Karachi 1<sup>st</sup> Floor Bolton Market Building, M.A Jinnah Road, Karachi –Pakistan

#### **Authorization Letter**

Dear Sir,

WHEREAS **[name of the Manufacturer]** who is/are established and reputable manufacturers of **[name and/or description of the goods]** having **factories at [address of factory]** do hereby authorize **[name and address of Agent]** to submit a bid, and subsequently sign the Contract with you against IFB No. ED/PROC-HOK/062421 /2023/144 for the goods manufactured by us as mentioned in the bidding documents.

We hereby extend our full guarantee and warranty as per clause 13 of the General Conditions of Contract for the supplies / goods offered for supply by the above firm against this Invitation for Bids. Quoted model / product is not on End of Support notice including spare parts availability for the next 07 (seven) years from the date of Bid submission.

We also hereby confirm that our agent M/s [Name of the Agent] have necessary expertise and experience to carry out installation, commissioning & safety checks of the system prior to & after energization.

[signature for and on behalf of Manufacturer]

*Note:* This above-mentioned letter shall be provided on the letterhead of the Original Equipment Manufacturer (OEM) and signed by the authorized person of the OEM.



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For SBP BS

	STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION Supplier Bank Account (IBAN) Details Form							S	-2	
1. For Office us	e:				_					
*Office/Deptt				_	*S	upplier No.				WHT Rate
Supplier	New		Update		*L	iability A/C				
*Supplier Type					*P A/	repayment C				
2. Supplier Info	ormatio	n			,					
*Supplier Nam	е									
*Supplier NTN						CNIC No.				
Supplier Addr	ess									
							Supplier City			
Contact No.							Mobile			
E-mail Addres	s						Fax No.			
3. Bank Accourt	nt Inform	nation					•			
*Bank Name										
*IBAN										
(24 Characters *Branch Type	J	Isla	amic		Co	mmercial				
*Title of Accou	nt							*Suppl	ier Sta matur	
(For Office use only	)							515	matur	
Forwarded			Verified	By			Entered	By (Supplier	Mgt Use	r)
(	Procuren	nent Functi	ion)			]				
					<u> </u>	Date				
Information witho Any changes in Suj	Date           Field marked with * are mandatory.           Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.           Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.									

(Bidding Documents, Section-3, Part-2)

SPECIFICATIONS



(Bidding Documents, Section-3, Part-3)

DRAWINGS





## S T A T E B A N K O F P A K I S T A N SBP BANKING SERVICES CORPORATION (BANK)

<u>Financial Bid</u>

For

# Replacement of Three Passenger Lifts installed at Main Bank Building SBP Head Office Karachi

**Bidding Documents** 

<u>Volume-II</u>



Dec 2023

## A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Bank Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's labor, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.



### **SCHEDULE-A to Bid**

## Replacement of Three Passenger Lifts installed at Main Bank Building SBP Head Office Karachi

## **SCHEDULE OF PRICES/BILL OF QUANTITIES (BOQ)**

Item No.	DESCRIPTION	Qty	Unit	Rate (incl of taxes)	Amount (incl of taxes)
1.	Supply of passenger lifts of 11stops (Ground + 10) each of minimum capacity 1350Kg, as per EN-81 safety standards, operational on 380-415 Volts, 3-phase, 50 Hz, 11 stops, minimum speed of 1.75m/s with following features:	03	Nos.		
	<ul> <li>Permanent magnet gearless hoisting motor capable of serving Ground + 10 Floors with microprocessor control panel, stainless steel coated belt technology, Car Operating Panels (future provision for integration of Destination Dispatch System)</li> <li>Floor operating panels (FOP) two (02) on each lift lobby equipped with up/down stainless steel call buttons with braille and buzzer, door tracks, sills, door drive mechanism and its complete control system</li> <li>Complete car operating panel (COP) for Ground to 10<sup>th</sup> floors with open/close stainless steel call buttons with braille and buzzer, trailing cables, etc.</li> <li>Reservation services system inside each car</li> <li>Coated belts monitoring system for safe operation of lift</li> <li>Indicator flicker and chime before car arrival (Audible alert system in the car announcing the floor that the car has arrived at)</li> <li>Automatic control of the door's operating closing time according to the kind of floor and call.</li> <li>Automatic rescue device</li> <li>(ARD)/Emergency Landing Device,</li> <li>Full length light curtain, with door closing force limiting device</li> <li>Weight overload buzzer</li> <li>All safety devices as per safety standards of EN-81</li> </ul>				
	<ul> <li>Telephone intercom system</li> <li>Alarm bell</li> <li>Voice Prompt System for blind persons indicating each floor reached</li> <li>Air Purifier system inside the car</li> </ul>				STILLANK OF PARTY

Item No.	DESCRIPTION	Qty	Unit	Rate (incl of taxes)	Amount (incl of taxes)
2.	<ul> <li>Provision for future interface with Integrated Building Management System (IBMS)</li> <li>Further equipped with lights, fan, call bell, emergency backup for lights, fan, alarm and intercom</li> <li>Operation manual, maintenance manual and circuit diagrams (English Version). Two Hard Copies &amp; One Soft copy in USB.</li> <li>In accordance with manufacturer's standard design/drawings and confirming to Technical Specifications and Data. Submission of Shop Drawings after work order and As-Built Drawings after completion along with final bill.</li> <li>Note:</li> <li>Where applicable, lift should be equipped with lift operating software for printing of data reports and error logs, change operating parameters etc.</li> <li>Installation, Testing, Commissioning of Lifts at Sr. 1 above, in accordance with drawings and confirm to Technical Specifications, Technical Data and specified Installation Material.</li> </ul>	03	Jobs		
	The work includes installation of new doors/frame as per new requirement of floor levels/height, control panel, main hoisting motor, control wiring, ERD, landing door panels, door track, sill and door drive motor and track, complete cabin with COP, hoisting belts and trailing cables, Floor Operating panel on all lobbies, including dismantling and repairing work for installation if display board of lift position, including all required Civil repair work of plaster/paint finish, tiles etc. as per adjacent lift, complete in all respect including the cost of material, labor, cutting necessary holes in machine room slab, machine, tools, all finishing work after fixing doors, thresholds, panels etc. required to complete the installation of lift. Complete in all respects as required to the entire satisfaction of the Engineer-in charge.				
	Dismantling and stacking of all mechanical, electrical and electronic parts with proper wrapping and shifting to engineering store.				SANK OF PER

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Item No.	DESCRIPTION	Qty	Unit	<b>Rate</b> (incl of taxes)	Amount (incl of taxes)
3.	Technical & Maintenance Services for the Lifts, one (01) lift technician to be provided by the Contractor for support including Troubleshooting, Inspections, Preventive and Corrective Services.	03	Year		

# BID Amount (in Words)

Rupees.....Only.

