



NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

REPLACEMENT OF ELEVATOR CONTROLLER (630 KG,
MAKE: SIGMA BY OTIS) INSTALLED AT NESPAK HOUSE LAHORE



BIDDING DOCUMENT

SEPTEMBER 2023



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Clearance Code		Doc No.		Rev No.	00
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**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.)
LIMITED (NESPAK)**

INVITATION TO BID

**REPLACEMENT OF ELEVATOR CONTROLLER (630 KG, MAKE:
SIGMA BY OTIS) INSTALLED AT NESPAK HOUSE LAHORE**

Date: _____
Bid Reference No.: _____

1. National Engineering Services Pakistan (Pvt.) Limited (NESPAK), Pakistan's premier consultancy organization invites sealed bids on 'Single Stage-One Envelope' basis from the eligible firms registered with Income Tax and Sales Tax Departments and who are also on Active Taxpayer's List of the Federal Board of Revenue for Replacement of Elevator Controller (630 Kg, Make: Sigma By Otis) installed at **NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.**
2. Bidding Documents, containing detailed terms and conditions, etc. are available at the below mentioned address. Price of the Bidding Documents is Rs. 500 (Rupees Five Hundred only). Bidding Documents can also be downloaded from www.nespak.com.pk free of cost.
3. The Bids, prepared in accordance with the instructions in the Bidding Documents, must reach at the below mentioned address on or before **October 12, 2023** at 1100 Hours. Bids will be opened on the same day at 1130 Hours. This advertisement is also available on PPRA website at www.ppra.org.pk.

Manager General Services
HR Division,
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (hereinafter called "the Employer") wishes to receive bids for the following scope of Services:

Replacement of Elevator Controller (630 Kg, Make: Sigma By Otis) installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

Bidders must quote for the complete scope of Services. Any bid covering partial scope of Work/Services will be rejected as non-responsive, pursuant to Clause IB.14.

1.2 Source of Funds

The Employer will arrange funds from its own sources.

IB.2 Eligible Bidders

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

- a) Registered with Pakistan Engineering Council as Constructor in appropriate category (ME-03). (Validity up to June 30, 2023 with proof of application for renewal)
- b) Registered with Income Tax and Sales Tax Department and is on active Tax payer list of Federal Board of Revenue (FBR).
- c) Has not been blacklisted/debarred by the Employer or any other Government/Semi Government Department.

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 to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid

Schedules to Bid Comprise the following:

- (i) Schedule A: Scope of Services
- (ii) Schedule B: Schedule of Prices
- (ii) Schedule C: Notice and Communication Protocols

- (iii) Schedule D: Method of Performing Works/Services
- (iv) Schedule E: List of Equipment

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Bid Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement

5. Specifications

IB.5 Clarification of Bidding Documents

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

IB.6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding (9) Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

8.1 The bid prepared by the Bidder shall comprise the following components:

- (a) Covering Letter.
- (b) Form of Bid duly filled, signed and sealed in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to E) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- (d) Schedule of Prices duly filled and signed in accordance with Sub-Clause IB14.3.
- (d) Bid Security furnished in accordance with Clause IB 13
- (e) Power of Attorney in accordance with Sub-Clause IB14.3.
- (f) Documentary evidence established in accordance with Clause IB 11

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.

IB.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 The bidder shall furnish, as part of its Bid, documents, satisfactory to the Employer of his capability and adequacy of resources to carry out the Contract effectively. Bid shall include the following information which shall include but not limited to:
- (i) Current litigation information; and
 - (ii) Availability of critical equipment and workshop facility owned by the Bidder

11.2 To be qualified for award of the Contract, the Bid shall include the following information:

- a) Performance as Contractor of at least five (05) assignments of similar nature and capacity along with details of other work in hand and contractual commitments during last five years;
- b) Availability of critical equipment and workshop facility owned by the Bidder
- c) The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site;
- d) Proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the Bidder's proposals to meet the Technical Specifications and the completion time.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, *if* any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period up to twenty (28) days beyond the bid opening 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.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails to:

- (i) furnish the required Performance Security in accordance with Clause IB.21, or
- (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS

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

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

D. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

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

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

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

- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

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

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

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

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

16.9 Evaluation Methods

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

(i) Price Adjustment for Technical Compliance

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

(ii) Price Adjustment for Commercial Compliance

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

- (iii) Price Adjustment for Deviation in Terms of Payments
Refer to Bidding Data

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

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

BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 a) **Name of Employer**

National Engineering Services Pakistan (Pvt.) Limited (NESPAK).

b) **Brief Description of Works**

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

Replacement of Elevator Controller (630 Kg, make: Sigma by Otis) installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

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

- i) Registered with Pakistan Engineering Council as Constructor in appropriate category (ME-03). (Validity up to June 30, 2023 with proof of application for renewal)
- ii) Registered with Income Tax and Sales Tax Department and is on active Tax payer list of Federal Board of Revenue (FBR).
- iii) Has not been blacklisted/debarred by the Employer or any other Government/Semi Government Department.

5.1 (a) **Employer's address:**

Manager General Services
Human Resource Division
National Engineering Services Pakistan (pvt.) Limited (NESPAK),
NESPAK House, 1-C, Block N, Model Town Extension Lahore-54700
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950

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

13.1 **Amount of Bid Security**

Pak Rupees 60,000/-.

14.1 **Bid Validity**

Bid Validity shall be Ninety (90) days.

14.4 **Number of Copies of the Bid to be Submitted**

One (01) duly filled in and signed original.

14.6 **Employer's Address for the Purpose of Bid Submission**

Manager General Services
Human Resource Division
National Engineering Services Pakistan (pvt.) Limited (NESPAK),
NESPAK House, 1-C, Block N, Model Town Extension Lahore-54700
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax: 0092-42-99231950

16.4 **Responsiveness of Bids**

Following paragraph is added after para 16.4 (a)

Responsiveness of Technical Bids

- (i) The Bid is valid till required period;
- (ii) Completion period offered is within specified limits;
- (iii) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, certification, capability and qualification;
- (iv) The Bid does not deviate from basic technical requirements, and
- (v) The Bids are generally in order, etc.

Responsiveness of Financial Bids

- (i) The Bid prices are firm during currency of contract (if it is a fixed price bid);
- (ii) The Bid is valid till required period; and
- (iii) The amount and validity of Bid Securities.

16.9 **Evaluation Methods**

- (iii) Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate of KIBOR +2% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.

22 **Integrity Pact (NOT USED)**

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

23 **Alternate Bid:**

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

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. THE EMPLOYER

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 **Authorised Person**

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

3.2 **Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in

Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security in the form of Bank Guarantee for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

5.2 Responsibility for Design

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

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

The Employer shall extend the Time for Completion as determined.

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be

used as the basis for valuation, or failing which

- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

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

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

10.4. Valuation of Claims

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

10.5 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 Terms of Payments

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

11.2 Retention

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

11.3 **Currency**

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

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

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

CONTRACT DATA

Sub-Clauses of Conditions of Contract

1.1.4 The Employer means

National Engineering Services Pakistan (Pvt.) Limited (NESPAK).

1.1.5 The Contractor means

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

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

1.3 Priority of Documents:

- (a) The Contract Agreement;
- (b) Letter of Acceptance;
- (c) The completed Forms of Bid
- (d) Contract Data;
- (e) Conditions of Contract;
- (f) The completed Schedules to Bid including Schedule of Prices;
- (g) The Specifications

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

3.1 Authorized Person:

Manager General Services
Human Resource Division
National Engineering Services Pakistan (Pvt.) Ltd.

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

Will be notified later.

4.4 Performance Security:

The **Performance Security** shall be in the Pak Rupees for an amount equal to 10% of the Contract Price in the form of CDR from a scheduled bank or insurance from AA rating insurance company in Pakistan in the favour of National Engineering Services Pakistan (Pvt.) Limited (NESPAK). The performance Security shall be valid until the Contractor has executed and completed the works in accordance with the

Contract. The performance security shall be returned to the Contractor within fourteen (14) days after the expiry of warranty period.

5.1 Requirements for Contractor's design:

Technical Submittal shall be submitted for approval

7.2 Programme:

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

Form of programme: Bar Chart.

7.4 Late Completion:

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

9.1 Period for remedying defects

Twenty Four (24) months from the date of issuance of Certificate of Completion.

10.2 (e) Variation procedures:

Daywork rates (Not Applicable).

11.1 Terms of Payment

The Total Contract Price shall be paid as follows

- a. Forty percent (40%) of total amount (except item No.12 of SOP) as non-recoverable advance shall be paid after execution of Contract Agreement on prescribed form by the Parties hereto submission of acceptable performance security by the Contractor, Team mobilization at site and receipt of Contractor's invoice for advance payment.
- b. Forty percent (40%) of total amount (except item No.12 of SOP) shall be paid after Supply of all the material at site as mentioned in the schedule of prices
- c. Twenty Percent (20%) of the total amount (except item No.12 of SOP) shall be paid upon successful testing and commissioning of elevator up to satisfaction of Employer.

All the above payments shall be made after deduction of retention money equivalent to 5% of total Bill amount. The retention money will be returned to the Contractor after successful testing & commissioning and handing over taking over of elevator.

- d. The amount against operation & maintenance (item No.12 of SOP) shall be paid on monthly basis

The rates and prices quoted by the Contractor in the Schedule of Prices shall not be

subject to adjustments for changes in costs and shall remain fix and firm during the currency of the Contract.

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

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

11.3 Currency of payment: Pak. Rupees.

15.3 Arbitration

Place of Arbitration: Lahore.

16 Integrity Pact

Not Used.

Additional Requirements:

For Operation & Maintenance the cost of lubricating oil for gearbox and spare parts is not included in the maintenance charges and will be reimbursed to the Contractor by the Employer.

In the event of engineering services rendered beyond unusual working hour/gazette holidays, Rs. 200/- per hour will be charged accordingly.

The Contractor shall verify the safe operation of elevator after each monthly visit.

The operation schedule of passenger elevator is for 10 hours per day round the year. The services shall be provided to ensure trouble free and smooth operation of elevator in the Employer's premises till it is occupied.

At least one monthly visit of elevator expert to the Project site during operation & maintenance shall be made in order to check all the necessary components of passenger elevator for trouble free operation. However additional prompt visits in case of any breakdown shall be ensured to rectify any fault as and when needed.

The contractor shall provide a full time (Single shift of ten (10) hours per day round the year) skilled Operator at project site till expiry of existing agreement to ensure the smooth and trouble-free operation of the elevator.

FORM OF BID

Bid Reference No. _____

REPLACEMENT OF ELEVATOR CONTROLLER (630 KG, MAKE: SIGMA BY OTIS) INSTALLED AT NESPAK HOUSE, 1-C, BLOCK-N, MODEL TOWN EXTENSION, LAHORE.

To:

Manager General Services
HR Division,
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950
Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract and Schedule of Prices. _____ for the execution of the above-named Works/Services, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of Islamic Republic of Pakistan hereby offer to execute and complete such Works/Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of PKR _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Appendices to Bid attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ (Rs.) _____ drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works/Services and to deliver and complete the whole of the Works/Services comprised in the Contract within the time stated in the Conditions of Contract.
5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder making a Bid for the Works/Services.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly

authorized to sign bids for and on behalf of _____
(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation _____

SCHEDULE–A TO BID

SCOPE OF SERVICES

The Contractor shall perform the following scope of Services listed in this Schedule A which includes but not limited to:

1. Supply & Installation of brand-new Main Control Panel (Make: MONARCH) complete in all respect covering all the features as mentioned in the Technical Specifications
2. Supply & Installation of LOP indicators all floors with PCB complete in all respect
3. Supply & Installation of Car Operating Panel PCB complete in all respect
4. Supply & Installation of car top Box PCB complete in all respect.
5. Supply & Installation of Encoder for Main Motor complete in all respect.
6. Supply & Installation of leveling Booster with Fixing complete in all respect.
7. Supply & Installation of leveling plates with brackets complete in all respect.
8. Supply & installation of shaft switches complete in all respect
9. Supply & Installation of shaft wiring complete in all respect.
10. Supply & Installation of Automatic rescue device complete in all respect.
11. Testing & commissioning of elevator up to the satisfaction of the Engineer.
12. Operation & Maintenance of Lift for One year with full time operator cum technician.

Note:

The Bidders are advised to visit the site in order to assess the scope of works before quoting the price. The Bidders are required to quote for complete scope of works.

PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Contract shall be for the whole of the Services as described in these Bidding Documents. Bids must be for the complete scope of Services.

2. Description

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

2.2 The quantities shown in the Schedule of Prices are estimated quantities only as an indication of the Scope of Services to enable the bidder to bid for different items of the Works/services for his estimate of costs. The estimated quantities shall be used for comparing the bids. It is, however, to be noted that in the event of any increase or decrease in the quantity of any item of Services, the actual quantities executed will be paid.

3. Units & Abbreviations

3.1. The following abbreviations shall be used in the Schedule of Prices:

Abbreviation

Pakistani Rupees

PKR

4. Rates and Prices

4.1 The rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the Services including all the applicable taxes & Duties set forth except for the amounts reimbursable, to the Contractor under the Contract.

4.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

4.3 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Services and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.4 Notwithstanding that any details, accessories, etc., required for the complete satisfactory operation of the Project, shall be considered as included in the Contract Price.

SCHEDULE OF PRICES

Sr. No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Supply & Installation of brand-new Main Control Panel (Make: MONARCH) complete in all respect covering all the features as mentioned in the Technical Specifications	Job	1		
2	Supply & Installation of LOP indicators all floors with PCB complete in all respect	Job	1		
3	Supply & Installation of Car Operating Panel PCB complete in all respect	Job	1		
4	Supply & Installation of car top Box PCB complete in all respect.	Job	1		
5	Supply & Installation of Encoder for Main Motor complete in all respect.	Job	1		
6	Supply & Installation of leveling Booster with Fixing complete in all respect.	Job	1		
7	Supply & Installation of leveling plates with brackets complete in all respect.	Job	1		
8	Supply & installation of shaft switches complete in all respect.	Job	1		
9	Supply & Installation of relevant shaft wiring complete in all respect to be replaced with new equipment.	Job	1		
10	Supply & Installation of Automatic rescue device complete in all respect.	Job	1		
11	Testing & commissioning of elevator up to the satisfaction of the Engineer.	Job	1		
12	Operation & Maintenance of Lift for One year with one full time operator cum technician. Experience (4-5 Years) for 10 hours of operation.	Month	12		
13-	TOTAL BID PRICE	Rs.			

Total Bid Price (The same amount to be entered in Paragraph 1 of the Form of Bid)
(In Words) _____

Note: The price shall be inclusive of all applicable taxes.

NOTICES AND COMMUNICATION PROTOCOLS

The Contractor shall use the following contact address for all the notices and communication protocols with Owner.

Manager General Services (Human Resource Division)
NESPAK House 1-C, Block-N, Model Town Extension, Lahore-54700
092-42-99231944 / 99090000, Ext: 545
Fax: 0092-42-99231950

The Contractor shall provide the following information for all the notices and communication protocols from the Owner.

Name of Contractor's Firm.....
Contact Person Name.....
Head Office Address.....
Telephone.....
Fax.....

SCHEDULE-D TO BID

METHOD OF PERFORMING THE WORKS/SERVICES

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

- The sequence and methods in which he proposes to carry out the Works/Services.
- A list of all major items of constructional and erection system, tools and vehicles proposed to be used in carrying out the Works/Services, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements up to the satisfaction of the Owner.
- The procedure for installation of equipment, machinery, transportation of equipment and materials to the site.
- Details regarding mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering Works to be done and Services to be performed under the Contract.

SCHEDULE-E TO BID

LIST OF EQUIPMENT

TO BE PROVIDED BY THE CONTRACTOR

TECHNICAL SPECIFICATIONS

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SECTION-I

1. SPECIAL PROVISIONS

1.1. CODES AND STANDARDS

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

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

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

- EN European Norms
- ANSI American National Standard Institute, USA
- ASME American Society of Mechanical Engineers, USA
- AWS American Welding Society
- NFPA National Fire Protection Association
- ASTM American Society for Testing and Materials, USA
- NEMA National Electrical Manufacturer's Association
- IEE Institute of Electrical Engineers, London

All major elevator components shall be manufactured/ assembled in the manufacturers authorized factories/plants.

1.2. QUALITY STANDARD

To guarantee a high quality standard in the field of designing, fabricating, installing and maintaining the said equipment, only manufacturers with a proven record of similar experience will be considered in Bid Evaluation. To verify the manufacturer's experience, a reference list with completed projects should, therefore, accompany the Bidding documents.

1.3. INSPECTION AND CONTROL

1.3.1. Inspection at Site Works

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

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

1.3.2. Damages, During Transportation, Storage & Installation

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

1.4. DRAWINGS AND SUBMITTALS

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

1.4.1. Technical Data Sheets/Technical Submittal

Information submitted with the Bid is for reference only. Final model and details will be selected as per Technical Submittal submitted after the award of work. Technical data/ submittal shall comprise of the following at the minimum, which shall be submitted within one (01) week from award of work:

- i. Data Sheet as per Specifications
- ii. Catalogues/ Brochures
- iii. Compliance Statement for Technical Provision (paragraph-wise)
- iv. Outline drawings
- v. Structure drawings from Manufacturer
- vi. Installation drawings from Manufacturer
- vii. Full EN 81 Compliance Statement from Manufacturer
- viii. Warranty Statement from Manufacturer

1.5. QUALITY ASSURANCE

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

1.6. MEASUREMENT AND PAYMENT

No measurement and payment shall be made for the works involved within the scope of this section of specifications unless otherwise specifically stated in the schedule of

prices or herein. The cost thereof shall be deemed to have been included in the quoted unit rate price of other items of the schedule of prices.

SECTION-II

2. TECHNICAL PROVISIONS

2.1. GENERAL

This section shall cover Elevators 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 elevator shaft, pit depth and machine room etc. to ensure that offered equipment will suit to existing conditions.

2.1.1. Power:

The main elevator power shall be 400 Vac, three phase, 50 Hertz.

2.1.2. Elevator Controller:

- i. The controller for Elevators shall be a field programmable microprocessor based, collective selective control, automatic operation with open loop, variable voltage, and variable frequency control.
- ii. All options or parameters shall be field programmable without the need for external devices. Programmable settings shall be stored in non-volatile memory.
Controller & Control System

2.1.2.1. 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 provided as per code.

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

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

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

2.1.2.2. Control System

2.1.2.2.1. General:

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

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

The Controller 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.

Following is a list of parameters which shall be monitored and recorded for each Elevator and can be control with building controller through dry contacts. The list is indicative only and shall be finalized according to Client/Project requirements:

- i. Operating status of Elevator (Running, Out of Service, or Maintenance mode).
- ii. Elevator Running Up/Down
- iii. Elevator Error/Fault Detail
- iv. Emergency Stop
- v. Mains Power Failure
- vi. Fire Alarm

2.1.2.2.2. Supervisory Operational Mode:

The operational mode of the Passenger Elevator shall be automatic control special operation features, viz emergency operation and fireman switch.

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

The elevator 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 travelling, 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 travelling 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.

2.1.2.2.3. Load weighing:

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

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

2.1.2.2.4. Door Operation:

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

2.1.2.2.5. 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.

2.1.2.2.6. Independent Operation:

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

2.1.2.2.7. Emergency Features:

- i. Emergency operation: The Elevator shall be equipped with control system to operate and recall the cars in fire or other emergency conditions and to allow the elevator to run on emergency power supply.
- ii. The operation of elevator on emergency service shall be as follows:
 - The Elevator shall be operable only by a person in the car.
 - Elevator shall not respond to Elevator corridor calls.
 - The Elevator will stop at the next level.
- iii. 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.
- iv. Elevators 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.
- v. Emergency Lighting and Emergency alarm unit: An emergency light shall be included for each elevator car. An automatic change over switch shall be provided in the controller so that upon normal supply failure Emergency power supply shall be available for the light fixture, exhaust fan, and alarm unit.
- vi. The Contractor shall supply a suitable button in the car control wired to a terminal box fixed in the elevator shaft near the bottom floor served. A suitable alarm bell shall be provided and fixed including all necessary wiring connecting upto the terminal box.
- vii. 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.
- viii. Emergency power transfer: In the event of normal power failure, adequate power will be supplied through Employer furnished stand-by generator to run the Elevator.
- ix. Operation under Standby Power: A control signal from the generator shall be provided to the elevator controller or elevator group to place the elevator or group of elevators in emergency power mode, which will cause the elevators to return to the designated floor and remain there with the doors open. If there are a group of elevators, power shall be provided to only one elevator at a time and automatically

switch to the remaining elevators until all elevators have returned to the designated floor with the doors open.

- x. Intercom: The Contractor shall install for each elevator, an intercom facility with control room or at location designated by Employer for 24 hours communication. All necessary cabling and conduiting is included in contractor's scope of works.
- xi. Earthquake control: In the event of an earthquake, the elevator facility shall be provided with a seismic detector which will bring all cars to stop at the next floor and open the doors.
- xii. Emergency Rescue Device (ERD): In the event of an power break down, the elevator shall be provided with ERD which will bring all cars to stop at the next floor till the power is resumed.
- xiii. Manual Brake Release Lever: In case of a power break down and fault in ERD, the elevator shall also be provided with a manual brake release lever to manual evacuate the passengers. And it shall be fixed inside the control panel to be used only by the designated person.

2.1.3. Signals & Fixtures

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

2.1.3.1. Integrated Hall Indicator

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

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

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

The integrated hall indicator shall be of horizontal configuration. The stainless steel face plate, min. 2mm thick, of satin finish containing the digital car position indicator and direction arrows. The hall indicator shall operate on 24 V D.C. supply.

2.1.3.2. Landing Call Station

Landing call station fitted with LED Touch Call Panels 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 LED Touch Call Panels shall be of HD touch screen type, constructed of LED touch glass panel suitable for long arduous duty. The translucent surround of the LED Touch Call Panels shall illuminate to indicate acceptance of call signal.

The LED Touch Call Panels of each landing station shall be inter-linked such that with the pressing of call button of any elevator, call buttons of elevators in the same direction shall light up and record the call.

2.1.3.3. Car Station

The car station shall be integral/aligned with the front return of the car and constructed from Glass LED Touch Panels.

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

The car-operating panel shall contain at least the following controls with LED Touch Call Panels:

- i. Alarm button
- ii. One floor button for each floor served
- iii. Open door button/hold on button
- iv. Key operated car independent service switch
- v. Key operated fan switch
- vi. Digital car position indicator and direction arrows
- vii. Intercom
- viii. Speaker for position announcement

All LED Touch Panels shall be set flush with the panel surface for maximum resistance against abuse. When operated, a LED illuminated halo shall highlight the screen thereby informing that the call has been registered. The LED Touch Panels shall be made of glass with the appropriate floor marking.

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

Separate Car Operating Panel for wheel chairs user shall be provided in the car lift with all necessary features.

2.1.3.4. Wiring Installation

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

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

Travelling cables between the elevators well and elevator 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

2.1.3.5. Trucking 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 trucking, the selection and route of which shall depend on the number of cables and ease of installation and maintenance. If trucking is installed it shall have removable covers, and the trucking finished in dark grey enamel as per B.S. 381C. Fixing arrangements of conduit or trucking shall be vibration proof suitable for the existing conditions. All connections from trucking or conduits to motors or other equipment subjected to vibration shall be with flexible galvanized steel conduit. All trucking and conduit shall be continuous throughout the length to ensure good earth continuity.

2.1.3.6. Earthing

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

2.1.3.7. 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.

2.1.4. Fire Protection

All precautions will be taken to eliminate the potential sources of fire and smoke sources and prevent flame propagation. In particular:

- i. Halogen-free cables will be used,
- ii. Oil, grease and dust will be collected,
- iii. No plastic materials shall be used in these systems.

Each elevator will be equipped with a fire and smoke detection unit and linked to the fire detection system.

2.2. INSTALLATION

2.2.1. General

The installation of elevator equipment including its electrical installations shall comply with applicable standards, manufacturers' instructions and recommendations. Electrical work required during installation shall comply with NFPA 70 or approved equivalent.

The scope of installation and civil works shall include the following:

- i. Providing and/or cutting all necessary holes, chases and openings and making good after installation of equipment.
- ii. Supplying and fixing all supports, beams, ladders etc. necessary for the installation of the machinery, guide brackets, doors, buffers etc.
- iii. Furnishing all necessary cement and/or concrete for 'grouting-in' brackets, bolts, etc.
- iv. Providing and fixing suitable scaffolding and protection of work in progress.

2.2.2. Welded Construction

Welded construction shall be provided for installation of Elevators wherever bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, or replacement of worn parts. Welding workmanship and qualification of welding operators shall comply with American Welding Society (AWS) standards or approved equivalent.

2.2.3. Sound Isolation

Rotating and vibrating Elevator equipment and components shall be mounted on vibration - absorption mounts designed to effectively prevent the transmission of vibrations of the structure, and thereby eliminate the sources of structure - borne noise.

2.2.4. Lubrication

Operating parts of the system including ropes, guides, etc., shall be lubricated as per manufacturer's recommendation.

2.2.5. Alignment

Proper co-ordination of installation of hoist way entrances with the installation of elevators' guide rails shall be done for accurate alignment of entrances. Wherever possible the final adjustment of sills and doors shall be delayed until the car is operable in the shaft. The clearance shall be reduced to minimum, safe, workable dimensions at each landing.

2.2.6. Sills

Sill unit shall be set at each floor landing accurately aligned, slightly above structural floor, to suit level of scheduled floor finish.

2.3. TESTING AND INSPECTION REQUIREMENTS

The Contractor shall submit separate list of shop tests, to be conducted prior to shipment and field tests after installation prior to commissioning.

The Contractor shall arrange pre-shipment inspection of the equipment as per requirements given in clause of Sec.8510.

Testing after installation shall be carried out for each elevator before it is put into normal service in accordance with B.S. 5655 Part 10 and appropriate certificate shall be completed. The tests shall include but be not limited to the following:

- i. Functioning of all system and devices
- ii. Operational test of all safeties
- iii. Protection against false signals
- iv. Earth fault test on cable/controller & switch gears
- v. Insulation resistance test for cables

A thorough inspection of all equipment shall also be undertaken at this stage and appropriate certificate shall be completed.

Elevator shall be periodically re-examined during defect liability period and at the end of guarantee/defect liability period appropriate certificate shall be completed to assess operational performance.

All equipment and personnel required to complete testing and inspection shall be provided by the Contractor. All erection work and tests shall be performed by the Contractor's erectors who shall be suitably qualified and experienced persons to the satisfaction of the Engineer.

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

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

FORM OF BID SECURITY

- (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name

3. Title

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

This Contract AGREEMENT (hereinafter called the "Agreement") is made and entered into the _____ day of _____(month) 20____ by and between the national Engineering Services Pakistan (Pvt.) Ltd. (hereinafter called the "Employer"), and _____ (hereinafter called the "Contractor").

WHEREAS, Employer owns 630 Kg Sigma By Otis Lift installed at NESPAK House, Lahore ("Project") and desires to contract for Replacement of elevator controller (630 Kg, Make: Sigma By Otis) installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

WHEREAS, Contractor has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement,

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The completed Form of Bid;
 - d) The General Conditions of Contract;
 - e) The Particular Conditions of Contract;
 - f) The priced Schedule of Prices;
 - g) Completed Appendices to Bid;
 - h) Technical Provisions
3. In Consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the Works in conformity and in all respects with the provisions of the Contract.;
4. The Employer hereby covenants to pay the Contractor, in consideration of the Replacement of elevator controller (630 Kg, make: Sigma by Otis) installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore as per provisions of the Contract, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

[National Engineering Services Pakistan (PVT) Limited]

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address:

[The Contractor]

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address:

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held _____ and _____ firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
_____ (Name of Contract)

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

FORM OF PERFORMANCE SECURITY

in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

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