

INVITATION TO E-BID
TENDER NO.SLIC/RE/ISB/SLB5/LIFTS/ARD/2026

State Life Insurance Corporation of Pakistan (SLICP), invites electronic bids from the contractors, registered with Income Tax and Sales Tax Department with valid PEC Registration in C-5 or above category (ME-03 specialization code) having minimum 05 Years of relevant experience for **“SUPPLY INSTALLATION TESTING, COMMISSIONING, MAINTENANCE AND OVERHAULING OF ARD DEVICES IN HYUNDAI MAKE LIFTS INSTALLED AT STATE LIFE BUILDING NO. 1 & 5, RAWALPINDI AND ISLAMABAD.”** The firms should have Authorized Distributor Certificate of any Multinational/ Semi-Multinational brand of Lifts and have proper office, telephone number, N.T.N and should be duly registered with e-PADS, FBR on the ATL & GST list.

2. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (www.pa.epads.gov.pk)
3. The electronic bids, must be submitted by using e-PADS on or before 18-08-2026 at 11:00 am. Manual bids, will not be accepted. Electronic Bids will be opened on the same day at 11:30 am.

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS and PA's website.

DGM/ Incharge RE, Islamabad
State Life Insurance Corporation of Pakistan
Basement, Real Estate Division
State Life Building No.5, China Chowk,
Jinnah Avenue, Islamabad.
Phone #: 051-9203347

**TENDER FOR Supply Installation Testing, Commissioning, Maintenance
and Overhauling of ARD Devices in Hyundai Make Lifts Installed at
State Life Building No. 1 & 5, Rawalpindi and Islamabad.**

BIDDING AND CONTRACT DOCUMENTS

TENDER NO. SLIC/RE/ISB/SLB5/LIFTS/ARD/2026

- **Single stage single envelope**

**INSTRUCTIONS TO BIDDERS
BIDDING DATA
FORM OF BID & SCHEDULES TO BID
STANDARD FORMS
CONDITIONS OF CONTRACT
SPECIFICATIONS (Special Provisions)
SPECIFICATIONS (Technical Provisions)
DRAWINGS**

INSTRUCTIONS

TO

BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.

IB.2 Source of Funds

- 2.1 The Employer has arranged funds from its own sources.

IB.3 Eligible Bidders / Mandatory requirements

- 3.1 This Invitation for Bids is open to all bidders meeting the following **Mandatory** requirements:
- a. Valid FBR/ NTN registration.
 - b. Must be on FBR active tax payer list
 - c. Bank Statement (Minimum turnover of Rs.10 million in the last fiscal year i.e July 2024/ June 2025
 - d. PEC registration in minimum C5 category and having specialization codes in one or more of the following categories i.e. **ME-03(i), ME-03(iii)**.
 - e. Undertaking that participating firm / company is **Not backlisted** by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan.
 - f. Firms must have minimum 5 years of experience in relevant field (proof of minimum 5 such repair maintenance (not less than 5 lacs) work should be furnished).
 - g. Firms having Authorized/ Sole Distributor Certificate of any Multinational Lift Brand directly issued by the distributing company.
 - h. Company profile
- 3.2 In case any of the mandatory documents mentioned above is not fulfilled by the bidder, their bid will be rejected.

3.3 TECHNICAL EVALUATION CRITERIA

A.	COMPANY PROFILE:	
	i. The company established before more than 10 years Marks (Full) ii. The company established within 1 to 10 years (Proportionate)	10 Marks
B.	MAINTENANCE PROJECTS HANDLED:	
	02 Marks per Contract	20 Marks
C.	MAINTENANCE PROJECTS IN PROGRESS:	
	02 Marks per Contract	10 Marks
D.	CERTIFICATIONS/ REGISTRATION	
	ISO 9000 Certified Supplier 03 Marks ISO 27001 Certified Supplier 03 Marks EN 81 Certification 03 Marks Authorized Distributor Certificate 03 Marks PEC Registration in ME 03(i), ME 03(iii) 03 Marks	15 Marks
E.	TECHNICAL STAFF:	
	i. Engineer with relevant experience 03 Marks per engineer (max. 6 marks) ii. D.A.E. with relevant experience 02 Marks per person (Max. 6 marks) iii. Industrial Technician/ Helper 03 Marks	15 Marks
F.	ENLISTMENT WITH OTHERS:	
	02 Marks each company/letter	10 Marks
G.	FINANCIAL POSITION:	
	i. Balance Sheet 05 Marks ii. Banker Certificate 05 Marks	10 Marks
H.	LIST OF TOOLS / EQUIPMENTS:	
	i. Relevant Engineering/ Maintenance Tool & Machinery 03 Marks ii. Relevant Safety Equipments and PPEs. 02 Marks	05 Marks
I.	PREVIOUS EXPERIENCE WITH STATE LIFE INS. CORP OF PAK.	
	Satisfactory Services Rendered to SLIC 05 Marks	05 Marks

3.3. CRITERIA OF EVALUATION/ POST QUALIFICATION ASSESSMENT SHEET

OPERATION, MAINTENANCE & SERVICING OF LIFTS/ ELEVATORS — INSTALLED AT STATE LIFE BUILDING NO.1, 5 & 9, RAWALPINDI/ ISLAMABAD.

Sr #	Name of Bidders	Company Profile	Maintenance Project Handled	Maintenance Project in Progress	Certification/ Registrations	Technical Staff	Enlistment with Others	Financial Position	List of Tools/ Equipment	Previous Experience with SLIC	Marks Obtained	Remarks
		(10)	(20)	(10)	(15)	(15)	(10)	(10)	(05)	(05)	(100)	
1												
2												
3												
4												
5												
6												

Note: Criteria of Post qualification — **Minimum 60 Marks**

IB.4 Cost of Bidding

- 4.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.5 Site Visit

- 5.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. All cost in this respect shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

IB.6 Contents of Bidding Documents

- 6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.
1. Instructions to Bidders.
 2. Bidding Data.
 3. Form of Bid & Appendices to Bid.
Appendices to Bid comprise the following:
 - i. Schedule A: Contract Data.
 - ii. Schedule B: Schedule of Prices.
 - iii. Schedule C: Proposed Program of Works.
 - iv. Schedule D: Organization Chart for Supervisory Staff and Labor.
 - v. Schedule E: List of Major Equipment.
 4. **Conditions of Contract:**
 5. **Standard Forms:**
 - i. Performance Security
 - ii. Form of Contract Agreement.
 6. **Specifications:**
 - i. Special Provision.
 - ii. Technical Provision.

IB.7 Clarification of Bidding Documents

- 7.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids.

IB.8 Amendment of Bidding Documents

- 8.1 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.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all bidders.

C. PREPARATION OF BIDS

IB.9 Language of Bid

- 9.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.10 Documents Accompanying the Bid

- 10.1 The bid prepared by the bidder shall comprise the following components:
- a. Covering Letter
 - b. Form of Bid duly filled, signed and sealed.
 - c. Schedules (A to E) to Bid duly filled and initialed in accordance with the instructions contained therein & in accordance with Sub-Clause IB.16.3.
 - d. Bid Security furnished in accordance with Clause 1B.13.
- 10.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- a. the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - b. one of the joint venture partners shall be nominated as being In-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - c. the partner-In-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - d. all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
 - e. a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and

can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

IB.11 Bid Prices

- 11.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 11.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 11.3 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.12 Documents Establishing Bidder's Eligibility and Qualifications

- 12.1 Pursuant to Clause IB.6, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 12.2 Bidders must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and in the Bidding Documents.

IB.13 Bid Security

- 13.1 Each bidder shall furnish original Bid Security as stipulated in the Bidding Data in Pak Rupees in the form of pay-order/demand draft before closing time of bid submission with Employer. Bid will be rejected if original bid security is not received by Employer before closing time.
- 13.2 Any E-bid not attached with Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned after award of work to successful bidder.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance security and signed the Contract Agreement.
- 13.5 The Bid Security may be forfeited:
 - a. if the bidder withdraws his bid during the period of bid validity or
 - b. if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 25.2 hereof; or

- c. In the case of successful bidder, if he fails within the specified time limit to:
 - i. Furnish the required performance security.
 - ii. Sign the Contract Agreement in accordance with sub-clause IB.31.1.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.

A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid.

IB.16 Format and Signing of Bid

- 16.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 16.2 All appendices / schedules to Bid are to be properly completed and signed.
- 16.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 16.4 Successful bidder shall prepare by filling out the forms completely and without alterations one (1) original copy, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.6 and submit it with Employer after letter of award.
- 16.5 The original copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

IB.18 Deadline for Submission of Bids

- 18.1 Bids must be received by the Employer via e-PADS no later than the time and date stipulated in the Bidding Data.

IB.19 Late Bids

~~19.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Bidding Data will be returned unopened to such bidder.~~

IB.20 Modification, and Withdrawal of Bids

- 20.1 Any bidder may modify or withdraw his bid after bid submission as per provisions of E-Pads, provided that the modification is uploaded by the bidder prior to the deadline for submission of bids.
- 20.2 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 in pursuance to Clause IB.13.5 (a).

IB.22 Process to be Confidential

- 22.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least fifteen (15) days prior to issue of Letter of Acceptance. 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. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process

IB.23 Clarification of Bids

- 23.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted.

IB.24 Examination of Bids and Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 24.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) confirm to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or

performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 24.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.25 Correction of Errors

- 25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 25.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 13.5.(b) hereof.

IB.26 Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.24.
- 26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.25.
 - (b) Making an appropriate adjustment for any other acceptable variation or deviation.
- 26.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 26.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT

IB.27 Award

27.1. Subject to Clause IB.28 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 eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB. 27.2.

27.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the 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 therefor in writing. They shall form part of the records of that bid evaluation report.

27.3 Abnormally Low Financial Bid

Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
- b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;
- c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;
- d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and

- e) An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.

27.4 In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
- (iv) The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily.
- (v) An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

27.5 **Negotiations**

The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

- (a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;
- (b) Methodology, work plan, staffing in view to streamline the work;
- (c) a minor amendment to the special conditions of Contract;
- (d) finalizing payment arrangements;
- (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;

Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where

negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

IB.28 Employer's Right to Accept any Bid and to Reject any or all Bids

- 28.1 Notwithstanding Clause IB.27 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.29 Notification of Award

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

IB.30 Performance Security

- 30.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Contract Data and the Conditions of Contract within a period of 07 days after the receipt of Letter of Acceptance.
- 30.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.30.1 or Clauses IB.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.31 Signing of Contract Agreement

- 31.1 The formal Agreement between the Employer and the successful bidder shall be executed within 07 days from the date of furnishing of acceptable performance security under the Conditions of Contract.

BIDDING DATA

Bidding Data

The following specific data for the Works to bid shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

1.1 Name and Address of the Employer:

State Life Insurance Corporation of Pakistan,
Real Estate Division,
State Life Building No.5 Phase - II,
Blue Area, Islamabad,
Phone: 051-9203347

Summary of the Works:

“Supply Installation Testing, Commissioning, Maintenance and Overhauling of ARD Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5, Rawalpindi and Islamabad.”

11.3 Bidders to quote entirely in **Pak. Rupees**. The Payment shall be made in **Pak Rupees**.

13.1 Amount of Bid Security:
Rs.30,000/- in shape of Pay order / Bank Draft in favour of State Life Insurance Corporation of Pakistan.

14.1 Period of Bid Validity:
120 days

18.1 Deadline for submission of bids:
As per notice of Invitation for Bid / EPADS.

21.1 Venue, time, and date of Bid opening:
As per notice of Invitation for Bid / EPADS.

FORM OF BID

AND

APPENDICES TO BID

FORM OF BID

Bid Reference No. **SLIC/RE/ISB/SLB5/LIFTS/ARD/2026**

Subject: “Supply Installation Testing, Commissioning, Maintenance and Overhauling of ARD Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5, Rawalpindi and Islamabad.”

Return via e-PADS

To:

DGM/ INCHARGE (Real Estate),
Basement, State-Life Building # 5,
Phase-II, Jinnah-Avenue, Islamabad.
Ph:051-9204743

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ Rupees _____).
2. We understand that all the Appendices attached hereto form part of this Bid.
3. We submit herewith a Bid Security in the amount of Rs _____ (Rupees _____) in shape of pay order/demand draft #: _____ Dated: _____ of _____ Bank drawn in your favor of State Life Insurance Corporation of Pakistan.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Documents.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

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 _____

CONTRACT DATA

Conditions of Contract
Clause Reference

- 1.1. (a) **The Employer Means**
State Life Insurance Corporation of Pakistan
- 1.1. (a) **The Contractor Means**
Successful Bidder, whose bid is accepted by the Employer.
- 1.1. (a) **The Engineer Means**
The Engineer of Real Estate Division
- 1.1. (b) **Employer's Drawings**
As per list attached in the Document.
- 3.1 **Documents forming the Contract listed in the order of Priority.**
- a. The Contract Agreement.
 - b. Letter of Acceptance.
 - c. Form of Bid.
 - d. Conditions of Contract.
 - e. Contract Data.
 - f. The Complete Appendences to Bid Including Schedule of Prices.
 - g. The Specifications.
 - h. Drawings.
- 3.2 **Authorized Person:** Incharge Real Estate Division
- 4.3 **Amount of Performance Security:**
5% of Total Contract amount stated in the Letter of Acceptance.
- 5.1 **Program:**
- Time for Submission:** Within Three (07) days of the
Commencement Date.
- 11.1 **Commencement Date Means**
Within seven (07) days after signing of the Contract Agreements.
- 11.2 **Time for Completion**
45 Days (Inclusive Holidays)

11.5 Amount of Liquidated Damages

0.25% per day of delay in completion the works subject to maximum of **10%** of contract price stated in the Letter of Acceptance.

12.1 Defects Liability Period

12 Calendar Months from the date of completion.

17.1 a. Terms of Payments

- (i) Through Interim Payment Not less than 25% of contract price as stated in Letter of Award (LOA) except final bill.
- (ii) Time of Payment within thirty (30) days from Delivery of Engineer's Certificate for Interim Payment and forty five (45) days for Final Payment.

17.2 a. Percentage of Retention Money:

Five Percent **(5%)** of total work done to be deducted from each amount of Interim and Final Payment Bill.

b. Release of Retention Money:

After satisfactory completion of defect liability period.

19.1 Insurance

Type of Cover

Third party – Death or Injury to Persons and Damage to Property.
Three percent (3%) of contract price per occurrence with number of occurrences unlimited.

20. Escalation:

No escalation will be allowed for this contract.

21.1 Arbitration: Place of Arbitration: Islamabad.

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, scaffolding, labour, supervision, materials, shuttering, execution, insurance, profit, taxes(GST / SST included), Super tax and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.

**“Supply Installation Testing, Commissioning, Maintenance and Overhauling of ARD
Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5, Rawalpindi
and Islamabad.”**

Specification of Elevators/ Lifts:

HYUNDAI – PASSENGER LIFT 3-PHASE PERMANENT MAGNET SYNCHRONOUS MOTOR			
MODEL	GT 50B	POLES	32
OUTPUT	9.7 KW	RATING	S2-60 MIN
VOLTAGE	326 V	INSUL	F IP-30
CURRENT	24 A	BRG D-END	22217E
FREQUENCY	44.5 Hz	BRG N-END	BS2-2212E
RULE	IEC-34	M/C WEIGHT	56-Kg
SPEED	167-RPM	SER NO.	09-GM-3496
R. TORQUE	555-Nm		2009-12
CERTI. NO.05-GOT-CL-0867		DNV INSPECTION AB	
HYUNDAI ELEVATOR CO. LTD.		MADE IN KOREA	

HYUNDAI – CARGO LIFT 3-PHASE PERMANENT MAGNET SYNCHRONOUS MOTOR			
MODEL	GT 100B	POLES	32
OUTPUT	4.5-KW	RATING	S2-60 MIN
VOLTAGE	275-V	INSUL	F IP-30
CURRENT	41-A	BRG D-END	22222E
FREQUENCY	42.4 Hz	BRG N-END	BS2-2218E
RULE	IEC-34	M/C WEIGHT	89-Kg
SPEED	159-RPM	SER NO.	09-GM-3496
R. TORQUE	033-Nm		2009-12
CERTI. NO.05-GOT-CL-0867		DNV INSPECTION AB	
HYUNDAI ELEVATOR CO. LTD.		MADE IN KOREA	

BB-2
Appendix-B to Bid

1. The Billing Schedule will be as under:

Bill # 1	50% of bid price after successful delivery of all parts at site as per specifications.
Bill # 2	50% of bid price after successful Installation, Testing and commissioning of all equipment.

-

PROPOSED CONSTRUCTION SCHEDULE

The Works shall be completed on or before the date stated in Contract Data. The Bidder shall provide as Appendix-C to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the Works may meet Employer’s completion targets in days noted below and counted from the date of Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d) _____	_____ days
e) _____	_____ days

**Sub: “Supply Installation Testing, Commissioning, Maintenance and Overhauling of
ARD Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5,
Rawalpindi and Islamabad.”**

(TENDER NO. SLIC/RE/ISB/SLB5/LIFTS/ARD/2026)

Bill of Quantity (BOQ)

SLB 5, Islamabad				
S.No.	ITEMS	QTY	U.PRICE	AMOUNT
1	Automatic Rescue Device (ARD) Appolo (China) Model TPS-18KW	2		
2	Automatic Rescue Device (ARD) Appolo (China) Model TPS-20KW	1		
Total Amount without any Taxes				

SLB 1, Rawalpindi				
S.No.	ITEMS	QTY	U.PRICE	AMOUNT
1	Automatic Rescue Device (ARD) Appolo (China) Model TPS-18KW	1		
Total Amount without any Taxes				

TOTAL COST OF ARD DEVICES AT SLB 5			
TOTAL COST OF ARD DEVICES AT SLB 1			
HANDLING CHARGES			
TOTAL COST EXCLUDING TAXES			
GST @ 18%			
TOTAL COST INCLUDING TAXES			

IMPORTANT:

This is to be noted that all the items replaced must be submitted to the office of engineer except those whose salvage value is asked in BOQ. Failed to this will lead to deductions from the bill for that specific item whose replacement is not submitted in the office. The details of the salvage value of all the items asked must be attached in the form of separate sheet.

All the Items in the BOQ must be of Hyundai Brand (The proof of brand must be attached). IF failed to provide branded items, the items shall not be accepted

Note: Any N.O.C/permission if required from any authority like Cantonment Board, CDA etc, will be responsibility of contractor before execution of job or in-between.

Sub: “Supply Installation Testing, Commissioning, Maintenance and Overhauling of ARD Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5, Rawalpindi and Islamabad.”

(TENDER NO. SLIC/RE/ISB/SLB5/LIFTS/ARD/2026)

SPECIAL CONDITIONS

1	Closing date & time for submission of bids on EPADS.	:	As per NIT/ e--PADS
2	Opening of bids on EPADS	:	As per NIT/ e--PADS
2	Date of Commencement of Work	:	Within 07 days from the date of signing of contract.
3	Time of completion of work from the date of commencement of work.	:	45 days - Holidays inclusive
4	Amount of Liquidated Damages.	:	0.25% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price.
5	Maintenance/ Defect Liability Period.	:	06 months from the completion of the work.
6	Method of Payment.	:	Through Running bill as per Appendix B to Bid
7	Period of honoring Interim bill.	:	As per verification from State Life Engineer / Representatives.
8	Retention Money.	:	05% (five) percent of amount of work done.
9	Release of Retention Money.	:	On satisfactory completion of maintenance period.
10	Bid Security.	:	Rs.30,000/-
11	Bid Validity	:	120 days
12	Bid Security Forfeiture	:	• If the bid is withdrawn after opening. • If the bidder does not accept letter of award or refuse to enter in contract
13	Bid security (Bank Draft/Pay order) in favor of “ State Life Insurance Corporation of Pakistan ” to be submitted with Tender. Tenders with pay order/bank draft having different names shall be rejected.	:	• Shall be released to un-successful bidders on acceptance of the bid of successful bidder. • To the successful bidder, upon submission of performance security after award of contract.

14	Deduction of taxes	:	All applicable government taxes (federal & provincial) including income tax, GST, SST tax (if applicable) etc. will be deducted from bills of contractor as per rules
16	Performance Security	:	5% of total contract amount in favor of State Life against Bank Guarantee.
17	Black listing	:	As per State Life blacklisting procedure in light of PPRA – Rule - 19
18	Risk & Cost	:	If the contractor fails to execute the job in given time and beyond 30 days of notice issued, State Life may get the remaining works executed through other contractor at his risk & cost

Sub: **“Supply Installation Testing, Commissioning, Maintenance and Overhauling of
ARD Devices in Hyundai Make Lifts Installed at State Life Building No. 1 & 5,
Rawalpindi and Islamabad.”**

(TENDER NO. SLIC/RE/ISB/SLB5/LIFTS/ARD/2026)

GENERAL CONDITIONS

Note:

- a. ***All the rates quoted should be inclusive of all prevailing government taxes (GST/SST included), cost of material, labor, duties, surcharges, as per Govt: rules and profit etc.***
- b. *State Life reserves the right to ADD/DELETE/ modify any item of work including varying the quantities of any item as per site requirement.*
- c. *Contractors should visit the site before quoting their rates.*
- d. *The job may also be inspected/checked/verified by the SLIC representative for quality control and if found any non-conformity then contractor has to rectify and do the corrective actions at no extra charges.*
- e. *All the work shall be carried out/executed in accordance with the bill of quantities and General engineering practice under ACI / BS codes as applicable locally.*
- f. *State Life Representative will carry out the detail supervision of work. All the materials to be used must be approved by Engineer/ In-charge Real Estate Division.*
- g. *Contractor shall repair all the defects in works executed by the contractor if these found during defect liability period.*
- h. *On the completion of the works the contractor shall except and otherwise specifically provided, clear away and remove from the site all unwanted paint material, remove stains/ spots, temporary works, surplus materials, wreckage and rubbish of every kind and shall reinstate and leave the whole of the building site and the works clear and good acceptable condition to the satisfaction of the Engineer.*
- i. *The damage done during the works to any type of surface fixtures or else because of the negligence of contractor shall be made good in all respects, without additional payment.*

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF
AND
LABOUR

(Please attach the required chart here)

LIST OF MAJOR EQUIPMENTS

(Please attach the required list of relevant equipment)

FORMS

PERFORMANCE SECURITY

CONTRACT AGREEMENT

FORM OF PERFORMANCE SECURITY
(Bank / Insurance Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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 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 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract 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-bounden 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 / Insurance
Company)

Witness:

1. _____

Signature _____

Name _____

Title _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed 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) Contract Data: (Appendix-A to Bid);
 - (e) The priced Bill of Quantities (Appendix-B to Bid);
 - (f) The completed Appendices to Bid (C to E);
 - (g) Conditions of Contract
 - (h) The Specifications;
 - (i) Drawings;
 - (j) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Definitions and Interpretation

1.1 Definitions:

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

- a. (i) "Employer" means the person named in contract data and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- (ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (iv) "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract.
- b. (i) "Contract" means these Conditions the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 16 or submitted by the Contractor and approved by the Engineer.
- (iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Employer to the Contractor under the Contract Employer and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer.
- (iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
- (vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

- c. (i) "Commencement Date" means the date seven (07) days after the date Contract comes into effect or any other date named in Contract Data.
- (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the whole Works as stated in the Contract Data (or as extended under Clause 10.3) calculated from the Commencement Date.
- e. (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- f. (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- (v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

Engineer:

2.1 Engineer's Duties and Authority

- (a) The Engineer shall carry out the duties specified in the Contract.

2.2 Instructions in Writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

Contract Documents:

3.1 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

1. The Contract Agreement (if completed);
2. The Letter of Acceptance;
3. The Tender;
4. Conditions of Contract.
5. Any other document forming part of the Contract.

General Obligations:

4.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, material, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. Contractor shall be responsible to get security clearance / permission form respective administration / agencies for execution of works.

4.2 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

4.3 Performance Security

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 07 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank

in Pakistan or an Insurance Company.

4.4 Period of Validity of Performance Security

The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 12.2 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

4.5 Claims under Performance Security

Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

5.1 Program to be Submitted

The Contractor shall, submit to the Employer for his consent a program, in such form and detail as the Employer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Employer also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

5.2 Revised Program

If at any time it should appear to the Employer that the actual progress of the Works does not conform to the program to which consent has been given under Sub-Clause 5.1, the Contractor shall produce, at the request of the Employer, a revised program showing the modifications to such program necessary to ensure completion of the Works within the Time for Completion.

5.3 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Employer. The Contractor shall comply with and adhere strictly to the Employer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Employer (or his delegate).

6.1 Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- (a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

6.2 Engineer at Liberty to Object

The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Employer. Any person so removed from the Works shall be replaced as soon as possible.

6.3 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer.

6.4 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 7.1, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 13 and 16.

7.1 Employer's Risks

The Employer's risks are:

- a. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b. Rebellion, revolution, insurrection, or military or usurped power, or civil war,

- c. Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- e. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,
- f. Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

8.1 Clearance of Site on Completion

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus materials, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

Materials, Plant and Workmanship:

9.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be:

- a. of the respective kinds described in the Contract and in accordance with the Employer's instructions, and

9.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

Suspension:

10.1 Suspension of Work

The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as is necessary in the opinion of the Engineer. Unless such suspension is:

- a. otherwise provided for in the Contract,
- b. necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- c. necessary by reason of climatic conditions of the Site, or

- d. necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 7.1),

10.2 Engineer's Determination following Suspension

Where, pursuant to Sub-Clause 10.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- a. any extension of time to which the Contractor is entitled under Clause 11.3, and
- b. the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

10.3 Suspension lasting more than 84 Days

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 10.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may by giving a further notice to the Engineer to that effect, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub-Clause 18.1.

Commencement and Delays:

11.1 Commencement of Works

The Contractor shall commence the Works as soon as is reasonably possible within the time stated in Contract Data.

11.2 Time for Completion

The whole of the Works shall be completed in accordance with the provisions of Clause 11.6, within the time stated in the Contract Data calculated from the Commencement Date, or such extended time as may be allowed under Clause 10 (if conditions are met).

11.3 Extension of Time for Completion

In the event of:

- a. The amount or nature of extra or additional work,
- b. Any cause of delay referred to in these Conditions,
- c. Exceptionally adverse climatic conditions,
- d. Any delay, impediment or prevention by the Employer, or

- e. Other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Employer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.

11.4 Contractor to Provide Notification and Detailed Particulars

Provided that the Employer is not bound to make any determination unless the Contractor has:

The Contractor shall notify the 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 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 additions payment shall be reduced / rejected.

11.5 Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 11.2, for the whole of the Works then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Contract Data. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

11.6 Taking-Over Certificate

When the whole of the Works has been completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Employer. The Employer shall within 14 days of the date of delivery of such notice, either issue to the Contractor, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Employer opinion, is required to be done by the Contractor before the issue of such Certificate. The Employer shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified therein.

Defects Liability:

12.1 Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Contract Data, calculated from:

(a) the date of completion of the Works certified by the Employer/Engineer in accordance with Clause 11.6.

12.2 Remedying Defects

The Contractor shall for a period stated in the Contract Documents 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 in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligation, the Employer 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 of 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.

Variations:

13.1 Right to Vary

The Employer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer in writing and if the same are not refuted/denied by the Employer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

13.2 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 Employer considers appropriate.

13.3 Early Warning

The Contractor shall notify the 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.

Procedure for Claims:

14.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

14.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 14.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 14.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

14.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 14.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

14.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof

shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 21.1 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clause 14.2 and 14.3).

14.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 17.1 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

15.1 Measurements

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

16.1 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period or as soon thereafter as any works instructed, pursuant to Clause – 12.1 and 12.2 have been completed to the satisfaction of the Engineer.

Certificates and Payment:

17.1 Terms of Payments

The amount due to the Contractor under any Interim Payment be paid by the Employer to the Contractor within 30 days after such Interim Payment has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate, within 45 days after such Final Payment Certificate has been jointly verified by Employer and Contractor.

17.2 Payment of Retention Money

Retention money shall be paid by the Employer to the Contractor after satisfactory completion of Defect liability period.

Remedies:

18.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the 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.

18.2 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.

Insurance:

19.1 Third Party Insurance

The contractor shall insure against liabilities for death of or injury to any person (including any employee of employer or contractor) are loss of damage to any property of employer arising out or in consequence of the execution and completion of the works of the contract and the remedying of any defects therein, other than exceptions defined in Clause 7.1.

19.2 Minimum Amount of Insurance

Such insurance shall be for at least the amount stated in contract Data.

20.1 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.

21.1 **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 thereunder and any statutory modifications thereto. Any hearing shall be held at Islamabad in English Language.