

NATIONAL STANDARD BIDDING DOCUMENTS

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ONE NEW IMPORTED ELEVATOR (630 KG) ALONG WITH RELATED CIVIL/MECHANICAL & ELECTRICAL WORK AT SECP COMPANY REGISTRATION OFFICE (CRO) LAHORE

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)



Securities and Exchange Commission of Pakistan

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Special Provisions, Schedule of Requirements

This Section includes the details of specifications, special provisions for the goods to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. *This Section contains provisions that are to be used without modifications.*

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS



**SECURITIES AND EXCHANGE COMMISSION OF
PAKISTAN**

T# 04/23-24(LHR)

Invitation to Bid

The Securities and Exchange Commission of Pakistan (SECP) invites bids through **PPRA's e-Pak Acquisition & Disposal System (EPADS)** from eligible bidders registered with Income Tax and Sales Tax Departments and listed on the Active Taxpayers List of the Federal Board of Revenue/Relevant Tax Authority for following requirement:

Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP's Company Registration Office Lahore

Bidding documents containing detailed terms and conditions against above requirement are available to interested bidders from the undersigned free of cost and can also be downloaded from <https://eprocure.gov.pk/> OR <https://www.secp.gov.pk/procurement/>.

All bids must be accompanied by Bid Security in the form of a Banker's Cheque (i.e. Pay Order) in the amount of Rs.200,000. The ORIGINAL Bid Security must be submitted to the procuring agency any time before the closing time of bid submission; failure to do so will result in the bid being rejected.

A pre-bid meeting will be held at 11:00 AM on July 22, 2024 at the SECP's Company Registration Office, 3rd Floor Associated House, 7-Egerton Road, Lahore.

Bids, prepared in accordance with the instructions in the bidding documents, should be submitted ONLY through EPADS on or before **July 31, 2024 by 11:00 AM** and will be opened on the same day at **11:30 AM**.

In case of any technical difficulty in using EPADS prospective bidders may contact PPRA at <https://www.ppra.org.pk/>

For any queries, Admin Department may be contacted on **0321 8886978** or **telephone number below** during office hours (Monday to Friday excluding Public Holidays)

**Mr. Umer Haider
Management Support (Admin)
Company Registration Office, Associated House
3rd & 4th Floor, 7-Egerton Road, Lahore
Tel: PABX: 042-111-111-327 (Ext-4053)**

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

<p>1. Scope of Bid</p>	<p>1.1</p>	<p>The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods and services as specified in the BDS and Section V - Technical Specifications, Special Provisions & Schedule of Requirements. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS.</p>
<p>2. Source of Funds</p>	<p>2.1</p>	<p>Source of funds is referred in Clause-2 of Invitation for Bids.</p>
<p>3. Eligible Bidders</p>	<p>3.1</p>	<p>A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.</p> <p><i>(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i></p>
	<p>3.2</p>	<p>The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.</p>
	<p>3.3</p>	<p>Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.</p>
	<p>3.4</p>	<p>Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.</p>
	<p>3.5</p>	<p>The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.</p>
	<p>3.6</p>	<p>Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of</p>

		<p>Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.</p>
	3.7	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ul style="list-style-type: none"> a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign

		institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

<p>7. Contents of Bidding Documents</p>	<p>7.1</p>	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include:</p> <p>Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Special Provisions & Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms</p>
	<p>7.2</p>	<p>The number of copies to be completed and returned with the Bid is specified in the BDS.</p>
	<p>7.4</p>	<p>The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.</p>
	<p>7.5</p>	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder’s risk and may result in the rejection of his Bid.</p>
<p>8. Clarification of Bidding Documents</p>	<p>8.1</p>	<p>A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.</p>
	<p>8.2</p>	<p>The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in ITB 23.1. However, this clause shall not apply in case of alternate methods of Procurement.</p>
	<p>8.3</p>	<p>Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.</p> <p>In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the</p>

		same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .
	8.5	If indicated in the BDS , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the
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		Procuring Agency shall be written in the English language unless specified in the BDS . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS , in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS.
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ul style="list-style-type: none"> (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics

		listed in the BDS .
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS .
	12.4	The Bidder shall also furnish a list giving full particulars, including

		available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: <ul style="list-style-type: none"> a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	<p>Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):</p> <p>Provided that:</p> <ul style="list-style-type: none"> a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, <p>the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): <ul style="list-style-type: none"> i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: <ul style="list-style-type: none"> A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded.

	<ul style="list-style-type: none"> iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS. iv) the price of other (incidental or allied) services, if any, listed in the BDS. <p>b) For goods offered from abroad:</p> <ul style="list-style-type: none"> i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency’s country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. or ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS. iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS. v) the price of (incidental) services, if any, listed in the BDS.
15.8	<p>Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency’s right to contract on any of the terms and conditions offered: -</p> <p>a) For Goods: -</p> <ul style="list-style-type: none"> i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and <p>b) For Related Services</p> <ul style="list-style-type: none"> i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in

		Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.9	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.10	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS . b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity.

		The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by

		the Procuring Agency as non-responsive, pursuant to ITB 28 .
	18.7	<p>Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 30.3; or b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with ITB 42.
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS . If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the BDS as will the

		method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS , Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. Note: <i>The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.</i>
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the

		<p>BDS; and</p> <p>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (ITB) title and number indicated in the BDS, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.</p>
	22.3	<p>In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:</p> <p>a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.</p>
	22.4	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring Agency at the address provided in the Bidding Data;</p> <p>b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1.</p> <p>c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.24</p>
		<p>If all envelopes are not sealed and marked as required by ITB 22.2 , ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.</p>
23. Deadline for Submission of Bids	23.1	<p>Bids shall be received by the Procuring Agency no later than the date and time specified in the BDS.</p>
	23.2	<p>The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.</p>
24. Late Bids	24.1	<p>The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.</p>
	24.2	<p>Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and</p>

		returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22 .

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder`s Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
J	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders` representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder`s signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the

		respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: <ul style="list-style-type: none"> a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents.

		The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	<p>A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	<p>The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p><i>Explanation:</i> <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> (a) <i>Submit the number of copies of signed bids required by the invitation;</i> (b) <i>Furnish required information concerning the number of its employees;</i> (c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>

	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB 22 , to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

		d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency 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 amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9 .
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS .
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29 .
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: <ul style="list-style-type: none"> a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.

		<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5:</p> <ul style="list-style-type: none"> a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p><i>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i></p> <p>Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.</p> <p><i>(b) Delivery schedule.</i></p> <ul style="list-style-type: none"> i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site

will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery “adjustment” will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

- ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

- ii) The **SCC** stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule and if such deviation is considered acceptable

to the Procuring Agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the **BDS**.

(d) Cost of spare parts

- i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **BDS**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

Or

- ii) The Procuring Agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **BDS**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

Or

- iii) The Procuring Agency will estimate the cost of spare parts usage in the initial period of operation specified in the **BDS**, based on information furnished by each Bidder, as well as on past experience of the Procuring Agency or other Procuring Agency's in similar situations. Such costs shall be added to the Bid price for evaluation.

(e) Spare parts and after sales service facilities in Pakistan

The cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

(f) Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications.

(g) Performance and productivity of the equipment.

		<p>(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</p> <p style="text-align: center;">Or</p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria.</i></p> <p>Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.</p>
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS .
34. Domestic Preference	34.1	If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	<p>The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:</p> <ol style="list-style-type: none"> i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: <p>In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.</p>
<p>36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal</p>	36.1	<p>After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.</p> <p>In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</p>
	36.2	<p>Where the Bid price is considered to be abnormally low, the Procuring Agency 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:</p> <ol style="list-style-type: none"> (a) The Procuring Agency may reject a Bid if the Procuring Agency 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 shall request the Bidder an explanation of the Bid or of those parts 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;

		<p>(c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and</p> <p>(e) An abnormally low Bid means, in the light of the Procuring Agency’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.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> (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.
	36.3	The Procuring Agency 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, in accordance with the criteria listed in ITB 13.3.
	36.4	The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
	36.5	<p>Procuring Agency may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining award of contract.</p> <p>Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.</p>

	36.6	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 will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
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F. AWARD OF CONTRACT

37. Criteria of Award	37.1	<p>Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <p style="padding-left: 40px;">a) eligible in accordance with the provisions of ITB 3;</p> <p style="padding-left: 40px;">b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p style="padding-left: 40px;">c) Successful negotiations have been concluded, if any.</p>
38. Negotiations	38.1	<p>Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:</p> <p style="padding-left: 20px;">(a) a minor alteration to the technical details of the statement of requirements;</p> <p style="padding-left: 20px;">(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p style="padding-left: 20px;">(c) a minor amendment to the special conditions of Contract;</p> <p style="padding-left: 20px;">(d) finalizing payment arrangements;</p> <p style="padding-left: 20px;">(e) delivery arrangements;</p> <p style="padding-left: 20px;">(f) the methodology for provision of related services; or</p> <p style="padding-left: 20px;">(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to to reject All Bids	39.1	Notwithstanding ITB 37 , the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.

40. Procuring Agency's <i>Right to Vary Quantities at the Time of Award</i>	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: <ul style="list-style-type: none"> (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the

		<p>case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC .
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
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48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3.	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	<p>In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p>
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

G. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	<p>The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none">i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;ii. Fails to perform his contractual obligations; andiii. Fails to abide by the id securing declaration;
	49.2	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>

	49.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file

		written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

Only registered supplier/service providers who are on Active Taxpayers List (Income and Sales Tax) of FBR/respective revenue boards are only eligible to supply goods/provide services to the Commission. Bids of all those who are not registered with the Federal Board of Revenue/Respective Revenue Boards for Income Tax and Sales Tax shall be rejected.

In case bidder (if selected) is not in ATL at the time of payment then the payment shall be stopped till he files his mandatory returns and appears on ATL of FBR OR whole of the tax involved or as applicable to supplies on the basis of gross value of supplies shall be deducted.

ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.1	<p>Name of Procuring Agency: Securities and Exchange Commission of Pakistan.</p> <p>The subject of procurement is: Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP Company Registration office Lahore</p> <p>Period for delivery of goods: As per Schedule of Requirements</p> <p>Commencement date for delivery of Goods: within 05 days after signing the contract/issuance of Purchase Order</p>
2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: 23-24</p> <p>Name of Project: Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP Company Registration office Lahore</p> <p>Name of financing institution: Self</p> <p>Name and identification number of the Contract: T#04/23-24(LHR)</p>
3.1	Joint venture, consortium or association of companies are not allowed.
4.1	Ineligible country(s) is or are Israel and India.
4.6	Demonstration of authorization by manufacturer: Required

B. Bidding Documents

7.2	The number of documents to be completed and returned is one original and ONLY through EPADS
8.1	The address for clarification of Bidding Documents is Company Registration Office Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore. Mr. Umer Haider

	umer.haider@secp.gov.pk , anwar.ghani@secp.gov.pk
8.5	Pre-bid meeting will be held as mentioned in Invitation for Bids (IFB)

C. Preparation of Bids

10.1	The Language of all correspondences and documents related to the Bid is: English
11.1(b)	Detail of sample(s) to be submitted with the Bid are: NA
11.1 (h)	In addition to the documents stated in ITB 11 , the following documents must be included with the Bid <ul style="list-style-type: none"> • Undertaking for Ultimate beneficial owner • Undertaking as per Annex C
12.4	Spare parts required for of years of operation. NA
13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: Details are given in Annex A and B The Bidder is required to include with its Bid, documentation from the manufacturer of the goods, that it has been duly authorized to deliver, in Pakistan, the goods indicated in its Bid.
15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan the price quoted shall be <u>DDP</u>
15.7 (a) (i) & 15.6 (b) (i) (ii), (iii) (optional) (iv), (v) (optional)	For goods offered from abroad the price quoted shall be: <i>Pak Rupee and DDP basis.</i>
15.9	The price shall be fixed.
16.1 (a)	a) For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ; b) For goods and related services originating outside Pakistan, the Bidder shall express Pakistani Rupees;
16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
17.1	The Bid Validity period shall be 90 days.
18.1	The amount of Bid Security shall be Rs 200,000

	All bids must be accompanied by Bid Security in the form of Banker's Cheque i.e. Pay Order. The ORIGINAL Bid Security must be submitted to the procuring agency any time before the closing time of bid submission, failing which the bid shall be rejected. The currency of the Bid Security shall be: Pak Rupee.
18.3	The Bid Security shall be in the form of: Bankers Cheque i.e. Pay Order
18.3 (c)	Other forms of security are: <i>NA</i>
19.1	Alternative Bids to the requirements of the Bidding Documents " <i>will not,</i> " be permitted.
21.1	The number of copies of the Bid to be completed and returned shall be <i>ONE and only though EPADS.</i>
21.2	Written confirmation of authorization are: Details are given in Annex A and B.

D. Submission of Bids

22.2 (a)	Bid shall be submitted ONLY through EPADS
22.2 (b)	Title of the subject Procurement or Project name: Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP Company Registration office Lahore ITB title and No: T#04/23-24(LHR) Time and date for submission: As per invitation to Bids
23.1	The deadline for Bid submission is As per invitation to Bids
26.1	The Bid opening shall take place at: As per invitation to Bids
32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>Pak Rupee</i> The source of exchange rate shall be: <i>State Bank of Pakistan</i> The date of exchange rate shall be: the date of opening of financial bids.
35	Evaluation Techniques Quality and Cost Based Selection (QCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
33.4 (h)	Other specific criteria are as per details in Annex A and B
33.5 (a)	Inland transportation from EXW/port of entry/border point to <i>[name of Project site(s)]</i> , and insurance and incidentals. Bidder shall furnish:

	<ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/ Applicable INCOTERM value of each package.
33.5 (b)	Delivery schedule. As per Schedule of Requirements
Option (i)	
Option (ii)	
Option (iii)	
33.5 (c) (ii)	Deviation in payment schedule <i>is not applicable</i> .
33.5 (d)	Cost of spare parts. NA
33.5(e)	Spare parts and after sales service facilities in Pakistan. NA
33.5 (f)	Operating and maintenance costs. Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents. Details as per Annex A and B
33.5 (g)	Performance and productivity of equipment.
33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. Details as per Annex A and B
34.1	a) Domestic preference to apply. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.
40.1	Percentage for quantity increase or decrease is 15.
43.1	Amount: Ten (10%) of the total Contract Price in the form of Bank Guarantee from a Scheduled Bank of Pakistan. Validity: Fourteen (14) days after the issuance of Maintenance/DLP Certificate.
43.2	Bank Guarantee from a Scheduled Bank of Pakistan.
44.1	The Advance Payment shall not be made.
44.2	NA
45.1	Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

49.1	The address of the Procuring Agency Company Registration Office Associate House, 3rd & 4th Floor, 7-Egerton Road, Lahore
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	<p>The Address of PPRA to submit a copy of grievance:</p>
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Grievance Redressal Appellate Committee,
Public Procurement Regulatory Authority
1st Floor, G-5/2, Islamabad, Pakistan
Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS,
SPECIAL PROVISIONS**

Schedule of Requirements

The delivery schedule expressed as months stipulates hereafter a delivery date which is the duration for entire project including but not limited to manufacturing, transportation, custom clearance, installation etc.

(i) 5 months (150 days)

Note:

- a. Project Completion time may be extended, in case of events beyond the control of bidder and SECP. Vendor shall inform in writing to SECP of any such event and may request for extension in completion period at least two (02) weeks prior to the expiry of completion period, otherwise the request for extension will not be accepted.
- b. If any of the supplied item/equipment is rejected by SECP, vendor shall provide the replacement within the above-mentioned delivery period or within 4 weeks, whichever comes later otherwise LD will be charged as per the relevant clause.
- c. In case the firm fails to complete the project even after the lapse of thirty (30) days after the expiry of the completion time, SECP reserves the right to cancel the Purchase Order, confiscate the bid security/performance bond of the firm and may black list the firm.

Technical Specifications

Following Technical Specification will also serve as compliance sheet. Bidders are required to attach this in their technical proposals.

1.0 GENERAL

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

2.0 SCOPE OF WORK

Following elevator works are required for SECP CRO Office Lahore;

- i) Dismantling of existing elevator and shift/store in designated place.
- ii) Required civil work and rectification.
- iii) One (01) No. Brand new 630 kg passenger elevator fully-EN certified heavy duty MRL (Machine Room Less) Type with Simplex controlserving Basement + Ground + Five (05) upper floors. Design to operate 16 hours/day, 6 days/week and 300 days/year.
- iv) All associated civil, architectural and electrical works necessarily required for installation of elevator in the shaft.
- v) Making good any damage done to the civil works including supply and installation of matching paint, floor tiles, granite / marble wall finish etc, whichever is applicable as per site conditions and / or as directed by Engineer.
- vi) Supply and installation of exhaust fan propeller type of size 800 CFM (SP 0.2 inch of WG) are required for each Machine Room including complete electrical work.
- vii) Supply and installation of Electric DB and related electrical works at elevator control panel on last floor and cables for elevator power supply and other electrical accessories required for proper installation of the elevator.

The scope of work shall cover design, supply, installation, testing & commissioning, operation and maintenance of entire new elevator equipment including construction of elevator shaft (Civil), hoisting machinery, sheaves and girders, controller, car, ropes, counterweights, supports, brackets and guides for car & counterweights, car & landing doors, door operator, switches & control, safety devices, signals, governor, safety gears, buffers, pit screens, well trimming girders, trap door and such related accessories complete in all respects as specified herein. The Contractor shall also furnish all labor, erection equipment, (i.e. winches, scaffolding etc.), erection tools, appurtenances, embedded parts and materials, etc. necessary to supply, install, test and commission the elevator all in perfect operating condition in accordance with these Specifications and Drawings.

The Contractor shall submit design drawings/shop drawings within two weeks after award of work for approval of Engineer. The drawings must show final arrangement of equipment, dynamic & static loads imposed on the building, openings, location of embedded parts etc. wiring and control logic diagrams.

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

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

The Contractor shall operate & maintain the works during defect liability period. In addition to routine periodic maintenance, the Contractor shall execute all such work of repair, rectification, parts replacement and making good defects occurring during this period. Design of equipment to be supplied by the Contractor shall also be the responsibility of the Contractor and/or his suppliers.

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

Prior to completion date, the Contractor shall submit 3 copies of Operating and Maintenance Manuals to the Employer/Engineer

3.0 *Design Requirements*

A. Elevator System General Requirements:

- a) Elevators shall be designed specifically for the operation, loading and environmental conditions encountered in public buildings and shall have a minimum design life of 25 years.
- b) The final assembly of all components shall not pose hazardous conditions to the public or maintenance personnel. Surface irregularities, sharp edges, or protrusions in public or maintenance areas shall not be permitted.

- c) Provide convenient and safe equipment access for inspection, cleaning, maintenance, repair, and replacement.
- d) All gaps and running openings within regulatory tolerances shall be properly closed by the use of appropriate sealant or another approved means installed in accordance with the manufacturers' instructions.
- e) For parts and equipment subject to wear and requiring periodic replacement, the Contractor shall furnish key and seat, nut, screws, or other removable and replaceable type mechanical fasteners. Such replacements shall not diminish original structural integrity. Use of rivets or similar type fasteners requiring physical deformation during field positioning will not be permitted.
- f) The elevator equipment shall be quiet and smooth running and shall not exceed the following maximum noise output levels during all phases of operation:
 - i) 70 dBA measured in the elevator car
 - ii) 70 dBA measured at the elevator hoistway entrances
- g) Fire Protection: Contractor shall provide non-combustible materials for components including Halogen-free cables.

B. Seismic Criteria:

- a) Installation and equipment designed for static and for seismic conditions shall be provided in accordance with regulatory requirements.
- b) Provide hardware necessary to protect motors, drives and door operators
- c) Seismic design shall be based on the assumption that structures and equipment will be subjected to a maximum horizontal ground acceleration of 0.7g (70 percent of gravity).

C. Power:

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

D. Elevator Controller:

- a) The controller for Elevators shall be a field programmable microprocessor based, collective selective control, automatic operation with open loop, variable voltage, variable frequency control.
- b) Elevator operation shall be by means of LED Touch Panel in the car, numbered to correspond to landings served by LED Touch Panels Call at terminal landings, and by Up and Down LED Touch Panels at intermediate landings.

- c) All options or parameters shall be field programmable without the need for external devices. Programmable settings shall be stored in non- volatile memory.

E. Elevator Door and Hoist way Door Operation:

- a) Hoist way doors and car doors shall:
 - i) Open automatically and simultaneously when the car arrives at the destination landing.
 - ii) Be equipped for readily and independently adjustable door hold open times when car stops for a car or hall call. Main floor door hold times shall be adjustable independently of other floors.
 - iii) Close after hold open time interval has elapsed and no obstruction has been detected, or when the car is called or dispatched to another landing, or when either the car door close button or a car call is pushed.
- b) Activation of the door close button in the car shall cancel door timer and close the doors provided there is no obstruction
- c) All closing times shall be adjustable from 5 seconds to 30 seconds without exceeding closing force specified herein.

4.0 MATERIALS & WORKMANSHIP

4.1 Materials

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

All materials including electrical wirings shall be weather proof.

4.2 Workmanship

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

4.3 Structural Metal Work (NOT USED)

The fabrication of the Structural Steel shall be performed strictly in accordance with these specifications and shall otherwise conform to the latest revision of the American Institute of Steel Construction "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings". Surface finish shall conform to ANSI Standard B

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

5.0 PRODUCT DESCRIPTION

5.1 General

Elevators shall be installed by the Contractor in the shaft at location shown on the drawing. The dimensions of respective elevator wells and pits are also shown on the drawings.

The Contractor is recommended to visit the site to examine the existing space for construction of new elevator shaft verify and confirm suitability of the new structure to built for the installation of the equipment as per detail design drawings.

Any changes in the above planned elevators shaft and pit floor structure or other design details due to particular equipment requirement shall be submitted by the Contractor to the Employer/Engineer for approval within 15 days from the date of Award of the Contract. All such approved amendments shall be made by the

Contractor without any additional cost to the Employer. Similarly, the elevator contractor must coordinate the installation with the other trades.

The elevator contractor shall also provide opening in Elevator well for suitable ventilation and for escape of gases and smoke in case of fire.

The control cabinet/ panel of MR type elevator shall be located in machine room and control cabinet/ panel of MRL elevator shall be located at the last serving floor. The dimensions/ location shall be given by the elevator Manufacturer.

The location of drive machinery and control cabinet shall suit the elevator orientation so as to allow easy access and sufficient space for maintenance work and to provide a good looking architectural outlook.

The Contractor shall acoustically insulate the elevator shaft and shall appropriately isolate the equipment to prevent disturbances in the surroundings area due to operating machinery.

- Sound reducing materials to isolate motor set from civil structure, balance rotating parts to eliminate vibrations and flexible electrical conduits shall be provided. The operation of elevator car and doors shall be completely free from all abnormal jerks, vibrations and sound. The maximum sound level within the car must be within comfortable limits defined in relevant standards/codes.
- The elevator Contractor must schedule his installation work in accordance with civil construction schedule.

The characteristic details of the elevator to be supplied under this contract are listed under para 6.0. The construction and functional details are given hereunder:

5.2 Civil Construction

A. Elevator Well

The elevator shall be installed in the already built elevator wells of dimensions by the Contractor as available on site.

The top of the well shall be enclosed and watertight.

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

B. Pit Access Ladder

A rugged steel ladder for easy access to the pit shall be provided by the Elevator Contractor and attached with the safety switch to main control panel of elevator.

C. Pit Screen

A suitable rigid screen shall be provided and fixed by the Elevator Contractor at the bottom of the elevator well where the counterweight comes down to its buffers and between elevators. The screen shall have a minimum height of 7 ft. as per code requirements.

5.3 Elevator Car

A. Car Frame & Platform

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

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

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

The platform shall be of fabricated frame of formed and structural steel shapes gusseted and rigidly welded, with provision for a floor covering as specified with the car body work. Rubber pads of sufficient size shall be provided between the car frame and the platform to provide sound and vibration isolation. The underside of the platform will be covered with sheet steel to provide adequate fire resistance. An aluminum sill grooved to suit door spuds shall be fitted to the platform together with a toe-guard.

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

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

B. Car Body Work

The car bodywork shall be of steel construction with provision for interchangeability of décor finishes and ceiling designs. The roof shall

be constructed to withstand the weight of three men without deformation.

The car top shall have provision for emergency communication and roof trap door with micro-switch. A3 pin socket outlet shall be fitted on top of the Elevator car, besides two outdoor protected type lights one each at the bottom and top of the car operated through an MCB.

C. Finish

The car enclosure shall have decorative applied back painted glass or executive finish panels or as approved by the Engineer/Client. Recessed kick plate 6" high of back painted glass or executive finish panels shall be provided on the three walls of the elevator car. The floor shall be provided with sheet steel and granite flooring or as approved by the Client.

Ceiling shall be of removable type with modular light fittings or as approved by the Client.

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

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

D. Telephone

A telephone compartment shall be provided in each car in the front return panel above the car operating buttons. The compartment shall be provided with hinged door flush with the panel. The entire compartment and door shall be of stainless steel.

The Contractor shall also provide a telephone set in the compartment which shall be connected to the central control center. The intercom connection work with the Central Control Center included in elevator contractor scope of work.

E. Recessed Motion Sensing Unit

The motion sensor unit shall be recessed into the ceiling. Provide a mounting bracket flush to the ceiling for the motion detector unit. The motion detector shall be located and adjusted so that movement of the doors does not generate a false occupancy. Provide the 120 Vac- power supply to the power pack unit of the motion detector.

Programmed Operation: If after a programmable length of time, an elevator car call has not been activated and the sensor detects

elevator car occupancy, the car shall be programmable to proceed with either one of two courses of action. The choice of action shall be selectable by the motion detector switch in the service panel on the Car Operating Panel. The logic and circuitry of this alarm shall be incorporated into the controller circuit. Any auxiliary relay contact required to accomplish this feature shall be provided. This circuit shall be depicted in the schematic diagram of the controller. All occupancies, regardless of operation, shall be reported to the Communication Room.

Automatic Car Call Mode: Upon occupancy detection, the elevator shall automatically generate a car call to the opposite floor if a car call is not activated within an adjustable time of 5 to 30 seconds.

Nuisance Occupancy Mode: If an occupancy is detected without a car call for an adjustable time of 5 to 30 seconds, then the doors shall reopen and remain open with audible alarm until a car call or hall call is generated or the car is vacated.

F. Camera

A 360° camera shall be mounted in the ceiling corner on the front wall opposite of the side of the Car Operating Panel. The camera shall be adjusted to observe patrons inside the Car. The camera shall be housed in a vandal resistant enclosure. The display of the camera shall be available in the control room. All necessary hardware and software shall be provided by the Contractor. The connection work with the central control room included in elevator contractor scope of work.

5.4 Doors

A. Landing Doors

Each landing shall be provided with telescopic side opening doors. The doors, frames and architrave shall be made of stainless steel in satin finish. The door panels shall have a fire resistance rating of at least one hour. The panels shall be interconnected by a maintenance free self-tensioning synchronizing wire rope.

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

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

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

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

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

B. Car Doors

The car doors shall be side-opening type. The door-gear shall operate by a fractional kilowatt AC motor with VF drive. The door gear shall be built-in unit with the car door top track support, mounted on the car entrance column extensions.

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

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

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

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

C. Door Safety Devices

a) Full Width Light Curtain:

The car doors shall be fitted with light barrier system extending from 25mm above floor level upto a height of 1600mm,

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

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

b) Door Open Timing Feature:

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

D. Door Operator

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

The driving mechanism shall be designed such that:

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

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

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

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

5.5 Hoisting Equipment

A. General

The elevators shall be MRL (Machine Room Less) type. The complete drive machinery and convertor shall be installed in the overhead of the

shaft as indicated in drawings. The Contractor shall provide exact location of Drive Machinery and other equipment so as to allow sufficient access and space for maintenance work within fifteen (15) days after award of the contract.

Anchor bolts, templates, inserts, signal boxes, and sleeves for installation shall be furnished by the Contractor. Additional structural members such as steel angle, steel beam supports for governors, motors, controller, and rope guards shall also be supplied by the Contractor.

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

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

B. Hoisting Machines

a) Gearless Traction Type:

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

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

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

b) Brakes:

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

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

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

c) Motor:

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

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

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

5.6 Hoist-way Equipment

A. Suspension Ropes/Belts

Suspension ropes of high-grade steel, specially designed for elevator duty shall be provided in conformity with the requirements of B.S. 329. The material of the rope shall conform to B.S. 2763. It shall be free from loose wires, distorted strands or other irregularities. All rope terminals shall comply with B.S. 461. Independent adjustment shall be provided for each rope.

The length of each rope shall be so adjusted that it loses traction with sheave when the counter-weight touches its buffers.

An automatic device shall be provided for equalizing the tensions of suspension ropes at least at one of their ends.

Suspension belts as per International Standards may be provided as an alternative to suspension ropes. However, Contractor will ensure trouble/ jerk free operation in suspension belt due to power break down problem.

All necessary equipment/ material shall be provided for trouble free operation. Manufacturer certificate on letter head for the same is required with use of suspension belts.

B. Guides, Fixings and Inserts

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

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

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

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

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

C. Guide Shoes

The sliding guide shoe shall comprise three slide elements, wherein each slide element forms a respective. The arrangement shall be suitable for an oil-free mode of operation. Three fastening grooves each for preferably (with respect to the direction of insertion or longitudinal direction) mechanically positive reception of a respective slide element shall be provided in the support element. Support element shall comprise at least one bearing pin formed, preferably monolithically, at the support element. The guide shoe housing shall have a cut-out, which is complementary with the bearing pin.

The sliding guide shoe shall comprise a preferably separate protective element for protecting the slide surfaces from contaminations. The protective element in that case be positioned at the holding element on an inner side facing at least one slide element. In completely assembled position the protective element shall bear against the slide element or slide elements shall sealingly protects these.

D. Counterweight

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

E. Safety Gear and Governor

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

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

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

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

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

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

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

F. Buffers

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

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

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

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

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

G. Final Limit Switches

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

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

5.7 Controller & Control System

A. Controller

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

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

B. Control System

a) 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.

b) Supervisory Operational Mode:

The operational mode of the Passenger Elevator shall be automatic control as specified in para 6.0 with 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 LED touch panels, (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.

d) 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 80-90% of full capacity load.

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

e) 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.

f) 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.

g) 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.

h) 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.

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.

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.

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.

- ii) 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.

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 up to the terminal box.

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

- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.
- vii) 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.

5.8 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.

A. 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.

B. Landing Call Station

Landing call station fitted with LED Touch Call Panels or stainless-steel buttons or as approved by the Engineer/Client shall be installed at each landing. It shall be designed for mounting on the landing door frame or on adjacent side wall, subject to Engineers' approval.

The Call Panels shall be of glass/stainless steel as approved by the Engineer/Client panel suitable for long arduous duty. The translucent surround of the Call Panels shall illuminate to indicate acceptance of call signal.

The 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.

C. Car Station

The car station shall be integral with the front return of the car and constructed from Glass LED Touch Panels/Stainless steel as approved by the Engineer/Client.

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/stainless steel as approved by the Engineer/Client:

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

All Call Panels shall be set flush with the panel surface for maximum resistance against abuse. When operated, a LED illuminated halo shall highlighted the screen thereby informing that the call has been registered. The Call Panels shall be made of glass/stainless steel as approved by the Engineer/Client 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 with push buttons shall be provided in the car lift with all necessary features.

5.9 Power Supply & Electrical Installations

A. General

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

B. 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 elevator 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

C. Trunking and Conduits

All wiring from machine room to motor controls at each floor and to other circuits shall either be run in 16 SWG galvanized steel conduit or trunking, the selection and route of which shall depend on the number

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

D. 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 colour with green tracer shall be run along the trunking or conduit as main earth. All branch circuits in conduit or trunking and other metal work shall have branch earthing cable connected to main earth. All length of trunking shall also be bonded to main earth.

E. 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.

5.10 Fire Protection

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

- Halogen-free cables will be used,
- Oil, grease and dust will be collected,
- 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.

5.11 Local Materials

A. Pit Screen

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

B. Separator Beams & Well Trimming Girders

Properly designed separator beams and trimming girders shall be supplied and installed at proper location in Elevator well by the elevator

contractor to suit fixing requirement of offered elevator. The separator beams and trimming girders installed in elevator shall be of at least 200mm rolled I-beams of prime quality structural steel (ASTM A-36 or equivalent).

C. Trap Door

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

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

6.0 TECHNICAL DATA

6.1 Passengers Elevators Schedule Quantity 01 No.

Sr. No.	Description	Minimum Requirement
01	Type	Machine Room Less Type (MRL) heavy duty VVVF Passenger Elevator fully complied with EN81, EN 81- 20, EN 81-50 and EN 81-70 standards.
02	Capacity	630 Kg
03	Elevator Speed	1.0 m/sec
04	Travel Height	As per BOQ
05	No of Stops/Openings	(07 stops/07 openings)
06	Internal Car Sizes (w x d x h)	(1100mm x 1400mm) x 2100 mm tentative
07	Machine Type	VVVF AC gearless drive
08	Car & Counterweight Guide Shoes	Sliding guide shoes
09	Drive Location	Above in shaft (MRL Type)
10	Control System	Collective selective control with Duplex control
11	Architraves	Full width of Stainless-Steel satin finish at all floors.
12	Elevator Shaft Size (w x d)	2170mm x 2170mm (Bidder need to cross verify)
13	Pit Depth	1300mm (Bidder need to cross verify)
14	Head Room	4267mm
15	Buffers	Oil buffers of spring return type (Energy Dissipation type) or as recommended by EN 81 Standards
16	Door Size	800mm x 2100mm
17	Door Operation & Type	VVVF control, Power operated, Side opening stainless steel panel construction and fire rating of 2 hr

18	Indicators	<ul style="list-style-type: none"> - Digital car position indicator on each landing with direction arrows. - Digital position indicator inside car with direction arrows. - Two tone electronic gong announcing arrival of car.
19	Landing Call Station	<ul style="list-style-type: none"> - LED touch screen type glass/stainless steel panel with call acceptance illuminated indications.
20	Car Station (02 Nos stations each elevator) (One for wheelchair users as per EN 81-70)	<ul style="list-style-type: none"> - Integral with the car and constructed of glass/stainless steel and recessed/flushed with wall. Separate handicapped car operating panel with push buttons be included. - It shall include alarm buttons, floor call buttons, door open/hold button, key-operated attendant switch, fan switch, intercom, all buttons shall be of LED touch screen/stainless steel type as approved by the engineer
21	Car Design	<ul style="list-style-type: none"> - Glass/stainless steel at back wall as approved by the client/employer. - Car door of stainless steel (hairline finish) construction as approved by the client/employer. - Full width half height mirror on rear wall or as per manufacturer design. - Ceiling removable type full extended poly carbonate diffuser with modular light fittings as approved by engineer - Ventilation Blower (Pre-Installed) - Handrails on two side - Granite Floor - Inter Telecommunication system - Emergency exit - Load measuring device with overload buzzer and inter-lock till overload is removed. - LED Lighting
22	Door Safety Devices	<ul style="list-style-type: none"> - Full height Light curtain protection (2D) - Door opening timing feature
23	Special Features	<ul style="list-style-type: none"> - Attendant control - Emergency operation and fireman switch. - Emergency lighting & alarm unit. - Earthquake control system - Voice guidance system - Connected with building control - Suitability for 40°C ambient temperature (but operate able up to 45°C ambient temperature) - Phase reversal failure indication & interlock - Manufacturer Security Cameras for surveillance (Connection with building safety/security is included in Contractor's scope) - ERD Device (Emergency Rescue Device with battery backup) - Manual Brake Release Lever - Halogen free cables

24	Interior Finish	Superior/Highest/Executive quality as per approval of engineer on submitted samples.
25	Minimum Functions	<ul style="list-style-type: none"> -Direct Leveling - Optimum travel curve - Re-running automatically when elevator is re-powered - Car location adjusted automatically - Load compensating - Travel Counter - Over/Under voltage protection - Phase trip protection - Over current protection - Over heat protection - Encoder trip protection - Contact adhered protection - Bi-directional over speed protection - Reversal protection - Travel over time protection - Final terminal protection - Over load protection - Anti-door lock bridge - Automatic by-pass hall call while full load - Level for self-helping - Travel to next floor when open door trip - Emergency illumination in car - Emergency alarm - Automatic car fan - Automatic car lighting - Fire return feedback - Settable landing number - Automatic parking, parking floor -Car call cancelable -Parking key switch, landing - Fire return (Phase I), Main landing -Hoist way lighting - Car door button
26	Trips/hour	180 minimum
27	Power Supply	<ul style="list-style-type: none"> - 3 Phase / 400V / 50 Hz. - 1Phase/230V/50 Hz. (for lighting)

28	Ambient Condition	0°C to 40°C
29	Inspection & Test	English
30	Elevator Mode	Two Mode: - Normal Mode: From the car or from the landing. - Maintenance Mode: Low speed (inspection running).
31	Design Life	25 Years

NOTE:

1. Bidder is advised to visit the site to check dimensions of elevator shaft already constructed, overhead and pit and confirm in his bid that offered elevators will suit to as design dimensions. In case there is any mismatch, it must be communicated to the Employer.
2. All leaflets properly signed/stamped in original to be submitted with the bids for the equipment including drive, controls, car design, doors & architrave, indicators landing and car station, safety devices etc. being offered.
3. Model Number and Technical Specifications mentioned in Technical Bid are considered for reference only. The Bidder/Contractor will submit Technical Submittal of the proposed model after award of work with full compliance of Bidding Documents for the Engineer's review and approval. No reference model and technical specifications accompanied with the Bid are supposed to be final until Engineer's approval of the Technical Submittal.
4. Any variation in the technical aspects of the offered model by the Bidder, against the above data, due to manufacturer's standards will be subject to Engineer's approval.

6.3 Major Elevator Parts with their Country of Origin for all Elevators

Following elevator parts shall be supplied from given origin and manufacturing factory location. This shall be complied by recommended manufacturer or approved equal manufacturer

Sr. No.	Description	Manufacturing Source
01	Machine	As per offered Country of Origin of Elevator
02	Controller	As per offered Country of Origin of Elevator
03	Governor	As per offered Country of Origin of Elevator
04	Safeties	As per offered Country of Origin of Elevator
05	Door Operator	As per offered Country of Origin of Elevator
06	Car Door	As per offered Country of Origin of Elevator
07	Floor doors	As per offered Country of Origin of Elevator
08	Door Protection Device	As per offered Country of Origin of Elevator
09	Traction Belt	As per offered Country of Origin of Elevator
10	Car Operation Panel	As per offered Country of Origin of Elevator
11	Hall Buttons & Fixtures	As per offered Country of Origin of Elevator
12	Car cabin	As per offered Country of Origin of Elevator
13	CWT filler	As per offered Country of Origin of Elevator
14	Car Rail	As per offered Country of Origin of Elevator
15	CWT Rail	As per offered Country of Origin of Elevator
16	Travelling Cable	As per offered Country of Origin of Elevator

7.0 INSTALLATION

A. 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:

- Providing and/or cutting all necessary holes, chases and openings and making good after installation of equipment.

- Supplying and fixing all supports, beams, ladders etc. necessary for the installation of the machinery, guide brackets, doors, buffers etc.
- Furnishing all necessary cement and/or concrete for 'grouting- in' brackets, bolts, etc.
- Providing and fixing suitable scaffolding and protection of work in progress.

B. 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.

C. 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.

D. Lubrication

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

E. Alignment

Proper co-ordination of installation of hoistway 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.

F. Sills

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

G. Painting, Retouching & Re-finishing

After completion of installation and testing to the satisfaction of the Engineer-in-Charge, the Contractor shall carryout all finishing, retouching and refinishing operation on the entire equipment accessories and installation matching the original finish in an approved way. All auxiliary works carried out by the Contractor as the

finished installation shall also be painted in the approved standard after applying anticorrosive base.

8.0 *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:

- Functioning of all system and devices
- Operational test of all safeties
- Protection against false signals
- Earth fault test on cable/controller & switch gears
- 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.

**SPECIAL PROVISIONS
FOR
ELEVATOR WORKS**

1.0 SCOPE OF WORK

The scope of work given in relevant sections of equipment shall include but not necessarily be limited to the following:

- Dismantling of existing elevators with due care and shift/store it to designated location as directed by the employer.
- Preparation of all relevant installation/erection drawings, coordinated shop drawings, fabrication, transportation to site, storage, installation, testing, commissioning, operation and maintenance thereafter for the stipulated period of equipment including training of Employer's staff.
- All wiring and controls including necessary material and accessories beyond the power supply point.
- All other miscellaneous equipment and/or work required to render the equipment ready for continuous, safe and efficient operation.
- All civil works as per site requirements, Cutting, patching and repairing of damaged civil works required during installation of new equipment. Repairing of damaged civil works and architectural finishes are also included in the scope of work.
- Inspection of already constructed related civil works immediately after award of work and confirmation of its suitability for the equipment.
- Regular operation & Maintenance 16 hours/day, 6 days/week and periodic servicing of equipment during defects liability period (i.e. 365 days) including greasing, oiling, cleaning etc. of parts as recommended by the manufacturer. Full time operational staff (trained experienced operator cum technician) is required.
- Provide all required installation, operation and maintenance manuals, spares lists, drawings and diagrams, inspection test certificates and submission of misc. requisite documentation.
- Providing training to Employer's Staff at site regarding operation and maintenance of the equipment.

2.0 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 Employer.

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

3.0 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.

4.0 PRODUCT HANDLING AND STORAGE

It will be the Contractor's entire responsibility to ensure that all necessary precautions are taken during transportation to avoid damage to any of the equipment.

The Contractor must arrange with the supplier of mechanical equipment, well in advance, that there is sufficient clear and load bearing passage at site to be used for shipping the equipment to the installation place. The Contractor shall also liaise with the equipment supplier with regard to adequate openings and lifting points.

Specific handling or storage requirements will be dealt with in the relevant parts of the specifications, where necessary.

5.0 INSPECTION AND CONTROL

A. General

The Contractor shall ensure that the manufacturer continuously conducts his own thorough inspections of all equipment during manufacturing, assembling and installation.

The Employer shall have the power at any time to inspect, examine and test any part of the works, or any materials or plant intended to be used in the works, either on the site or at any factory or workshop where such parts, materials or plant are being constructed, manufactured or from which they are being obtained.

B. Pre-shipment Inspection

All equipment to be supplied under this Contract shall be subject to inspection and testing by Employer or third party approved by the Employer at its point of original manufacture or final shop assembly before its dispatch to site.

The Contractor shall submit tests procedures and results for approval of Employer. The Contractor shall give at least three (03) weeks' notice to the Employer for approval of such inspections/ tests.

The Contractor shall be responsible for cost related to air ticket, visa fees including processing, boarding lodging and local transportation. In addition, for foreign travel the contractor shall provide (for one person) daily allowance in US\$ for out of pocket expenses, at \$ 150 per day per person. The number of days shall be actual days spent in travel calculated from the dates of travel from and to the hometown of the concerned representative nominated for inspection, but not less than five (05) days. The US\$ in cash shall be provided before start of travel from hometown.

The Contractor shall submit inspection procedures for approval of Employer well in advance to the set date of pre-shipment inspection. The Contractor shall give at least 3 (three) weeks' notice to the Employer for attending such inspections/tests.

C. Inspection at Karachi Port/Dry Port

All major imported equipment will be inspected at Karachi port/Dry port. The Contractor shall make necessary arrangements and provide all the facilities required for such inspection. The cost of travel, boarding and lodging of Employer, his authorized representative and the Engineer shall be the responsibility of the Contractor. In case of unavailability of such inspection, Employer reserves the right to deduct suitable amount from Contractor's payment and subsequent inspection at dry port will be additional responsibility of the Contractor up to Engineer's satisfaction.

D. Inspection at Site Works

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

The Employer shall inspect the works in progress as and when considered necessary by the Employer and the Contractor shall provide full access and assistance to the Employer 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.

E. 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.

6.0 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 Employer.

A. 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:

1. Data Sheet as per Specifications
2. Catalogues/Brochures

3. Compliance Statement for Technical Provision (paragraph-wise)
4. Outline drawings
5. Structure drawings from Manufacturer
6. Installation drawings from Manufacturer
7. Full EN 81 Compliance Statement from Manufacturer
8. Warranty Statement from Manufacturer

B. Design Drawings/Shop Drawings

The Contractor shall submit Design Drawings/Shop Drawings within two (02) weeks from acceptance of Bid to the Employer for approval.

The drawings must show in reasonable detail installation and design features such as:

- i) Final arrangement of equipment keeping in view the dimensions provided in architectural drawings for civil construction of the Equipment.
- ii) Maximum dynamic and static loads imposed on civil structure.
- iii) Dimensions and locations of all services, openings in floors and walls, location of embedded parts and location of Employer's furnished electrical connection.
- iv) The Contractor shall review the civil construction drawings related to the equipment and identify any major shortcomings/rectifications essentially required for equipment installation within above stipulated time period. Minor civil rectification and adjustment works are included in Contractor's Scope of Work.
- v) Wiring and control logic diagrams.
- vi) All other relevant information required by the Employer.

Approval given by the Employer is to be understood as an approval to proceed with the works. The approval does not in any way release the Contractor from his Contractual obligation to supply, install and maintain the equipment supplied by him as laid down in the specifications

C. As-Built Drawings

The Contractor will furnish As-Built Drawings separately. Such drawings, diagrams and schedules as will, in the opinion of the Employer, provide an adequate record of the work "as installed" shall be submitted to the Employer for approval before the issuance of Taking Over Certificate.

The drawings shall include particulars of all items of equipment, including wiring diagrams, etc. As-installed drawings shall be submitted to the Employer at least thirty (30) days before issuance of Taking over Certificate.

The size of the drawings shall be minimum A1 size. Every item and dimensions in drawings must be legible.

D. Installation, Operation and Maintenance Manuals

Two (02) sets of installation manual for the equipment shall be supplied by the Contractor prior to commencement of installation of equipment.

At least 30 days prior to the scheduled date of practical completion, the Contractor shall supply a complete set of operating and maintenance manuals to the Employer for approval. Once approved, the Contractor shall proceed to prepare and hand to the Employer four (04) sets of the approved operating and maintenance manuals.

The manuals shall be neatly bound and provided with a suitably captioned hard cover. The contents shall be generally arranged in the following manner unless otherwise specified/required.

- Index
- General description of the complete facility.
- Operating instruction of the complete facility.
- Emergency directions of the complete facility.
- Safety control adjustment and settings of all safety protection equipment.
- List of equipment giving manufacturers and agents' name, and name plate data together with all data sheets published by the equipment manufacturer.
- Installation, operating and maintenance instructions for each item of equipment (including lubricating charts).
- Performa for Operational log of equipment as per manufacturer recommendation or Employer's approval.
- List of spare parts for each item of equipment as recommended by the manufacturer for at least five (05) years operation.
- List of essential tools recommended by the manufacturer for Operation and Maintenance.
- As-built drawings.

All above submission shall be signed and stamped by the Contractor prior to submission and all submission shall be in English. The approval by the Employer of the above submission shall not be held to relieve the Contractor of any part of his responsibility to meet all of the requirements of this Contract.

7.0 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.

8.0 OPERATION AND MAINTENANCE

A. Operation & Maintenance during Defects Liability Period

The Contractor shall include the operation, maintenance and guarantees of the whole of the Contract Works as laid down in the General and Special Conditions. During this term, the Contractor shall remedy and/or replace all defective parts or items and correct any omissions certified by the Employer.

The Contractor will also be held liable for any costs of dismantling or re-erection which may have to be undertaken in order to replace defective parts.

Continuous service of operation shall be provided on a routine daily basis for 16 hours/day, 6 days/week and 300 days/year.

Services shall be performed by skilled personnel (operator cum technician) under the supervision of experienced supervisors.

The Operation & maintenance shall include continuous operation provision of spare parts by the Contractor during defects liability period, inspection of all equipment, lubrication of all bearings, the supply of all necessary oil and grease, cotton waste, running adjustments and keeping the installation and equipment in a clean condition unless otherwise specified/required by the Employer.

B. Register of Service, Operation and Maintenance

The Contractor shall provide a register of service, operation and maintenance for the installation. Where such requirements are specially required by any regulation of authorities having relevant jurisdiction over this contract work this shall be complied with strictly.

The Contractor shall also provide and maintain a record of all services, maintenance and repair work carried out in detail. Such record shall be prepared

in duplicate and should be in the form of a maintenance/repair sheet with one copy to be retained by the Engineer upon the execution of such services.

All registers and records shall be kept by competent persons in the employment of the Contractor during the period for which he is responsible for maintaining the installation.

C. Operation and Maintenance Staff during Defects Liability Period

The Contractor shall provide free maintenance during defects liability period of one (01) year. Operator shall be provided to the Employer but will be trained by the Contractor during installation phase. The Contractor shall also arrange to provide proper training to employer staff to operate the system to complete satisfaction of the Employer.

9.0 TOOLS & INSTRUMENTS FOR TESTING, SERVICING, OPERATION AND MAINTENANCE

The Contractor shall supply and deliver to site a complete set of essential tools, test equipment, and other instruments necessary for proper testing, servicing, operation and maintenance of the equipment. Tools shall include special tools and instruments, which are necessary for maintenance repair and overhauls of the equipment. The Contractor will not use these tools for erection purpose, etc.

A. Spare Parts

All spare parts during defects liability period of one (01) year shall be provided by the Contractor and their cost shall be included in the main bid.

The Bidder shall also provide with the Bid recommended list of consumable and fixed spares for a period of one (01) years of operational duties beyond defect liability period. The list shall contain all consumable items, overhaul kits, fast moving spare e.g. fuses, bulbs, bulb covers, gaskets, oil filters and a full set of at least two spares for all lamps. All items to be separately listed and costed. The prices remain valid for one (01) year beyond defect liability period.

The Bidder shall also confirm in Bid his ability to provide a full range of spare parts and major components for the offered equipment. The Bidder shall provide

a guarantee period of at least 20 years for the serviceability of equipment and supply of spare parts and indicate the same in his Bid.

10.0 PAINTING & FINISHES

All equipment, machinery, gears, controls, exposed and unexposed steel work shall be thoroughly cleaned, freed from oil, grease and other foreign substances detrimental to good finishing.

Apply approved primer, undercoats and finishing coats on a properly prepared surface in accordance with the paint manufacturer's recommendation and in accordance with recognized international standards.

The type and shade of paints, particularly of the finishing coat shall be subject to the Employer's/Engineer's approval.

Enamel shall also be applied according to the manufacturer's recommendation. Stainless steel finish shall be No.4 finish or equivalent, unless specified otherwise in the specification. If field touch-ups of abraded and damaged surfaces become necessary, the same type of paint used in the factory shall be employed.

11.0 TESTING AND COMMISSIONING

On the completion of the Work substantially in accordance with the Contract, the Contractor shall give the Engineer notice in writing thereof and before making the "Testing and Commissioning" shall give the Engineer and the local authority seven days' notice in writing of the date on which he will make the said tests of the work in accordance with relevant codes and in the manner prescribed by the Specification.

The final testing and commissioning of elevators shall be verified at site by manufacturer representative. No separate payment shall be made in this regard for their visit/accommodation etc and Contractor shall include price in the relevant SOP.

Unless otherwise agreed, the Contractor shall commence such tests upon the date and shall carry out the same, in the presence of the Engineer or his authorized representative, whose name shall previously have been communicated in writing to the Contractor and the local authority.

If any portion of the works fails under the tests to fulfill the Contract conditions, the Contractor shall inform the Engineer thereof in writing, and tests of the faulty portions shall, if required by the Engineer be repeated within a reasonable time upon the same terms and conditions.

If the "Testing and Commissioning" is not successfully made by the Contractor within one week after the date fixed by the Contractor for the completion for

operational use or for the testing of the works, the Engineer may in writing call upon the Contractor under seven days' notice to make such tests, and on the expiry of such notice such tests shall forthwith be made by some other agency appointed by the Engineer at the expense of Contractor.

The Contractor shall supply all necessary utilities, labour, apparatus and instruments necessary for the prescribed tests. The accuracy of the Contractor's instruments shall be demonstrated if required.

The Contractor shall make for payment of all or any fees charged by the local authorities for the above.

The installation will be under the charge of the Contractor during this period, at which time the Contractor shall instruct the Employer's personnel on the maintenance, servicing and trouble shooting of the various plants and system.

Should any failure occur due to, or arising from, faulty materials or workmanship or otherwise, sufficient to prevent the operational use of the installation, the reliability test period of one year shall recommence after the Contractor has remedied the cause of failure to the satisfaction of the Engineer.

12.0 TEST CERTIFICATES AND REPORTS

The Contractor shall provide copies of all test certificates/reports including the following:

- (i) Test Certificates of critical materials
- (ii) Factory test reports
- (iii) Pre-shipment test report
- (iv) Report of testing & commissioning of equipment

13.0 TRAINING

On completion of all works, but prior to final taking over, the Contractor shall arrange for free training and instruction to be provided to the Employer's maintenance staff and operators. This training shall cover all aspects of the operation and maintenance of the plant/equipment and shall ensure that the trainee is provided with at least the necessary fundamentals required for the safe and efficient operation of the plant/equipment in question. The instructor(s) must be competent and experienced personnel, well acquainted with the task of lecturing. The schedule of offered training highlighting the details of syllabus indicating number of hours for training and field instruction subject to be taught and no. of Employer's staff strength to be trained shall be enclosed with each Bidso as to allow for an evaluation by the Engineer.

14.0 MANUFACTURER WARRANTY

The Contractor shall submit two copies of written warrantee from the manufacturer under his cover warrantee that the material and workmanship of the equipment installed is according to recognized international standards and conform to all contractual requirements of this specification that he will make good without extra cost any defects not due to ordinary wear and tear or improper use, which may develop within one year from date of the installation being handed over to the Employer.

During the last month of the guarantee period, the Contractor shall demonstrate to the Engineer that all equipment and accessories are operating to the required specifications.

The manufacturer warrantee period shall be two years after final commissioning.

In case if equipment remains out of order for more than 10 days or more, warrantee/maintenance period will be extended accordingly.

15.0 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 VI: STANDARD FORMS

**B. STANDARD FORMS FOR
(Single Stage Two Envelope Procedure)**

Table of Forms

Letter of Bid – Technical Proposal

Letter of Bid - Financial Proposal

Bidder Information Form

Declaration of Ultimate Beneficial Owners Information

Price Schedule

Price and Completion Schedule - Related Services

Manufacturer's Authorization

Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PROPOSAL”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Request for Bid No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Proposal, and
- (b) the Financial Proposal.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency’s country in accordance with ITB 4;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws;

- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of];*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *** [insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Declaration of Ultimate Beneficial Owners Information

Bidders are required to submit the subject declaration as per following format.

1. Name
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

	2.	3	4			8.	9.	10.	
Name	Legal form (company / Limited liability Partnership/Association of Persons/Single Member Company/partnership Firm/Trust/Any other individual, body corporate (to be specified))	Date of Incorporation/Registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of Shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of Shareholding, control or interest of legal person or legal arrangement in the Company	Identity of natural person who ultimately owns or controls the legal person or arrangement

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

1.	2.	3.	4.	5.	6.	7.	8.	
Name and Surname (in Block Letters)	CNIC No.(in case of foreigner, Passport No.	Father's/Husband 's Name in Full	Current Nationality	Any other Nationality(ies)	Occupation	Residential address in full or the registered/principal office address for a subscribers other than natural person	Name of shares taken by cash subscribe(in figures and words)	
			Total numbers of shares taken (in figures and words)					

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

Name and Signature
(Person authorized to issue notice on behalf of company)

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works 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.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International Unites (SI Units).

PKR/Rs Pakistani Rupees

No. Number

Lot Item(s) including all accessories

SFT Square Feet

Rm Running Meters

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, 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 works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the 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 Works 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.
- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc., required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.
- 4.7 Bids should be inclusive of transportation/carrriage charges and fixing charges and any other cost which is essentially required to complete the job but not specifically mentioned in schedule of prices/BOQ. Perspective bidder should visit the site and include all allied cost. No claim shall be entertained if cost of anything is missed out by the bidder.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur in the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sum

Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer/Engineer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer/Engineer to utilize such sums.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

OFFERED PRICE IN FIGURES Rs _____

OFFERED PRICE IN WORDS Rs _____

DISCOUNT IF ANY ON OFFERED PRICE Rs _____

PRICE AFTER DISCOUNT Rs _____

INITIALS OF SIGNATORY TO BID

Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP Company Registration office Lahore
SCHEDULE OF PRICES

Item No.	Description	Unit	Quantity	Unit Rate (Rs)	Total Amount (Rs) col 4 x col 5
1	2	3	4	5	6
1	ELEVATOR Supply, installation, testing, and commissioning of imported brand new passenger Elevator, Machine Room Less (MRL), heavy duty fully complied and certified by EN 81 Standards and for public use in buildings of minimum features including but not limited to VVVF high efficiency motor, complete stainless-steel finish, indoor type for ambient condition of 40 °C, capacity of 630 Kg/08 persons , speed 1.0 m/sec, 07 stops/07 openings, entrance 800mm. Lift shall minimum include car, hoisting machinery, counter-weight, supports, brackets, automatic controls, embedded Parts, access ladder, separator screen & trap door, electric overload, shaft lightening, intercom system, emergency operation for cabin/door, emergency rescue device (ups/battery) safety devices, one (01) year defect liability period, complete in all respects as per specification and according to EN 81 standard compliance. All taxes/duties shall be included. (Also refer to Technical data sheet)	LOT	1		
2	Electrical & Ancillary Works for elevators, fans including outside DB, breakers cabling and other accessories etc.(Complete in all respect).	LOT	1		
3	Supply and installation of exhaust fan propeller type of size 800 CFM (SP 0.2 inch of WG)	NO	1		
4	Pre-shipment inspection by the Employer (one person) or by Pre-shipment inspection by third party.	NO	1		
5	Dismantling of existing elevator with due care, shift/store it to the nearest location as directed by the Employer	LOT	1		

TOTAL (Rs.)

The Total Contract Price shall be paid as follows:

A) Payment to the Contractor against item in BOQ item 1 shall be made in the following manner:

- a) Ten percent (15%) of BOQ/Financial Bid item 1 as non-recoverable advance shall be paid after (i) receipt of an acceptable Performance Security by the Employer in accordance with Sub-Clause 4.4; (ii) execution of Form of Contract Agreement by the Parties hereto; (iii) receipt of an acceptable bank guarantee by the Employer for the same amount and currency of the advance payment from a scheduled bank of Pakistan, in the prescribed form; and (iv) receipt of Contractor's invoice for advance payment by the Engineer.

Such advance Payment Guarantee shall be returned after the issuance of Taking over Certificate (TOC).

- b) Thirty percent (25%) of the BOQ item 1 of each consignment shall be paid after approval of technical submittals of Imported Equipment by the Employer or Employer's Representative and upon submission of Letter of Credit (L/C) (in original) established by the Contractor for payment to the Manufacturer. The charges for the establishment (i.e., opening and retirement) of L/C and subsequent charges for modifications and extension shall be borne by the Contractor.

c) Twenty percent (20%) of the BOQ item 1 of each consignment of Imported Equipment shall be paid upon submission of the following documents:

- 1) Notice to deliver, issued by the Employer or Employer's Representative after pre-shipment inspection at Manufacturer's Premises, upto his satisfaction.
- 2) Shipping Documents comprising:
 - i. Payment/Commercial Invoice duly certified by the Employer or Employer's Representative;
 - ii. Clean on-board Bill of Landing or airway Bill issued by freight forwarder;
 - iii. Certificate or Policy of Marine Insurance covering transit insurance from Ex-works to the Project Site of the portion of the Equipment for which Certificate of Payment is requested; and
 - iv. Packing List.
- 3) Certificate of Origin (in original), issued by the Manufacturer.
- 4) Inspection Certificate or Letter of Waiver, issued by the Employer or Employer's Representative.

- 5) Any other document as necessary due to statutory requirement.
- d) Ten percent (10%) of the BOQ of each consignment of Imported Equipment shall be paid upon arrival at Karachi port and upon issuance of Inspection Certificate by the Employer or Employer's Representative following inspection of Imported Equipment at Karachi port up to his satisfaction.
- e) Ten percent (10%) of the BOQ item 1 of each consignment shall be paid on delivery of Imported Equipment at Site and upon issuance of Inspection Certificate by the Employer or Employer's Representative following inspection of the Imported Equipment up to his satisfaction.
- f) Ten percent (10%) of the BOQ item 1 of Imported Equipment shall be paid after Completion of Installation up to the satisfaction of the Employer or Employer's Representative and submission of invoice for the same amount duly certified by the Engineer or Engineer's Representative.
- g) Ten percent (10%) of the BOQ item 1 of Imported Equipment shall be paid on completion of Testing and Commissioning of Lifts up to the satisfaction of the Employer or Employer's Representative and after issuance of Taking Over Certificate (TOC) and submission of invoice for the same amount duly certified by the Employer or Employer's Representative.
- B) Payment against BOQ Item 2, 3, 4 & 5 will be paid after complete installation, testing and commissioning of elevator works.

All above payments shall be made after deduction of all applicable taxes and retention money (5%).

- C) Payment for defect liability period (item 5 of BOQ) will be paid on monthly basis during operation after deduction of applicable taxes only.

All above payments shall be made after deduction of all applicable taxes which are deemed to be included in the Contract Value

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

Date: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a)	“Authority” means Public Procurement Regulatory Authority.
		b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
		c)	The “Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
		d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
		e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
		f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
		g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		h)	“Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
		i)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
		j)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3 .
		k)	“Procuring Agency” means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC .
		l)	“Related Services” means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	“GCC” means the General Conditions of Contract contained in this section.
		n)	“Intended Delivery Date” is the date on which it is intended that

			the Supplier shall effect delivery as specified in the SCC .
		o)	“SCC” means the Special Conditions of Contract.
		p)	“Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC .
		q)	“Project Name” means the name of the project stated in SCC .
		r)	“Day” means calendar day.
		s)	“Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	“End User” means the organization(s) where the goods will be used, as named in the SCC .
		u)	“Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
		v)	“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		w)	“Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
		x)	The Supplier’s Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.	Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC ; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC . Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The Performance Security (or Guarantee) shall be in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or
		b)	A cashier's or certified check.

		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC .
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC , and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC .

		13.2	For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC .
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a)	Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the Procuring Agency’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17.	Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts:
		i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
		ii)	following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	m	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .

		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:
		a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5 .
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee)

			within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
		h)	if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:
			“Corrupt and Fraudulent Practice” means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27 , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ‘‘Force Majeure’’ means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:
		a)	To have any portion completed and delivered at the Contract terms and prices; and / or
		b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator’s fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
		b)	The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Procuring Agency is: Securities and Exchange Commission of Pakistan (SECP)
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: Supply, Installation, Testing and Commissioning of One New Imported Elevator (630 Kg) along with Related Civil/Mechanical & Electrical Work at SECP Company Registration office Lahore
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the Laws of Pakistan
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is as mentioned in approved manufacturer list.
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security shall be 10 percent of the Contract Price.
8.	10.4	After delivery and acceptance of the Goods, 100% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2 .
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: As mentioned in Special Provisions.
		Packing (GCC Clause 12)
10.	12.2	The following SCC shall supplement GCC Clause 12.2 : The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
		Delivery and Documents (GCC Clause 13)

11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate; (v.) Manufacturer’s or Supplier’s warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
12.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer’s or Supplier’s warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.

		The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within five (5) months of placing the order and opening the letter of credit.
	Warranty (GCC Clause 18)	
16.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be Twelve (12) months from the date of issuance of Taking over Certificate. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: <ul style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, <li style="text-align: center;">or (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is:
	Payment (GCC Clause 19)	
		Payment for Goods and Services supplied shall be as per Preamble to Schedule of Prices

19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be <i>[insert: rate]</i> .
Prices (GCC 20)		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. N/A
Liquidated Damages (GCC Clause 26)		
21.	25.1	Applicable rate: 0.1% per day of undelivered materials/good's Maximum deduction: is equal to the performance security.
Procedure for Dispute Resolution (GCC Clause 32)		
23.	32.3	<p>Dispute Resolution</p> <p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><u>(b) For Contracts to be entered with nationals of Pakistan:</u></p> <ol style="list-style-type: none"> 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>–[Specify language]</i> language.

		<p>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
	Notices (GCC Clause 35)	
26.	35.1	<p>Procuring Agency's address for notice purposes:</p> <p>Head of Department (Admin) Securities and Exchange Commission of Pakistan (SECP) 63-NICL Building, Jinnah Avenue Blue Area, Islamabad.</p>

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the ____ day of _____ 20____ between [*name and address of Procuring Agency*] of Pakistan (hereinafter called “the Procuring Agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related-services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (h) This form of Contract;
 - (i) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (j) the Schedule of Requirements;
 - (k) the Technical Specifications;
 - (l) the Special Conditions of Contract;
 - (m) the General Conditions of the Contract;
 - (n) the Procuring Agency’s Letter of Acceptance; and
 - (o) [*add here: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Supplier:

Performance Guarantee

FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor 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*) 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 11, Defects After Taking Over, 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 defense 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

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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 decide, 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
(Schedule Bank/ Insurance Company)

WITNESS:

Signature _____

1. _____

Corporate Secretary (Seal)

Name _____
Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

Integrity Pact

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

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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

[Buyer]

[Seller/Supplier]

TERMS OF REFERENCE**BIDDER'S EQUIPMENT DATA**

Note: Data provided hereunder will be scrutinized for general conformity with requirements of Bidding Documents. Acceptance of Bid will not mean acceptance of these data. The Bidder will have to submit detailed equipment submittals for approval of the Engineer in accordance with the particulars of items specification later after award of Contract. Failure to complete these forms may make the Bid non-responsive.

Type written technical data on loose sheets if submitted by the Bidder will not be considered and will be simply ignored.

Technical catalogues are required only to substantiate the data provided in these forms. Catalogues of equipment not listed in these forms shall not be submitted and if submitted, will be ignored. Acceptance of Bid will not mean the acceptance of information given in those catalogues.

A. MRL Type 630 Kg ElevatorsBidder Information

1. Make
2. Country of manufacture
3. Model

SCHEDULE OF ESSENTIAL**SPARE PARTS**

Bidder shall enter item-wise price of spare parts and enter the sum total in Schedule of Prices Item, "Essential Spare Parts". (Ref: Specifications, Technical Provisions.) Following is for information only. These spare parts will be purchased by Client after defect liability period of two years. All spare parts for two years of defect liability period is full responsibility of Contractor and included in the SOP-1 item no 1.

S.No.	Spare Parts	Unit	Qty	Unit Rate Rs.	Amount Rs.
1	2	3	4	5	6

**LIST OF APPROVED MANUFACTURERS FOR ITEMS/
MATERIALS/EQUIPMENT**

The Bidder should note that only Equipment/materials from the following approved manufacturers or approved equal shall be allowed to be used on this Project provided their products meet the specified requirements. Any approved or approved equal brands will be accepted only after meeting requirements of the Bidding Documents.

SR. NO.	EQUIPMENT/ MATERIAL	RECOMMENDED MANUFACTURER/ SUPPLIER OR APPROVEDEQUAL	COUNTRY (origin, manufacturing, assembly, testing & supply)
1.	Elevator	HYUNDAI KONE MITSUBISHI MITSUBISHI SHANGHAI OTIS SCHINDLER SIGMA THYSEENKRUPP	KOREA/CHINA EUROPE/CHINA JAPAN CHINA EUROPE/CHINA EUROPE/CHINA KOREA/CHINA EUROPE/CHINA
2.	Low Voltage Panel Distribution Board (DB)	ELECTRECH SIEMENS PEL BILAL SWITCHGEARMESI ALSTOM/AREVA	PAKISTAN
3.	LV and Control Cables and Wires (600/1000V)	PAKISTAN CABLES PIONEER CABLES NEWAGE CABLES FAST CABLES	PAKISTAN
4.	PVC Conduit and Accessories	BETA POPULAR GALCO	PAKISTAN
5.	Steel Conduit and Accessories	HILAL INDUSTRIES ILL JAMAL PIONEER BASHIR	PAKISTAN
6.	MCCBs, MCB	MERLIN GERLIN (MG)	FRANCE/GERMANY/

		SIEMENS ABB LEGRAND TERASAKI	ITALY/JAPAN
7.	Magnetic Contactors	ABB PANASONIC GREEN POWER TELEMECANIQUE	ITALY/FRANCE/JAPAN
8.	ACBs, ELCBs	ABB SIEMENS MG TERASAKI	ITALY/GERMANY/ FRANCE/JAPAN
9.	Relays and Timers	FINDER INTER	ITALY/TURKEY
10.	PFI Relays	NOKIA NENTES	FINLAND/JAPAN/ TURKEY
11.	Voltmeters/Ammeters	CIRCULOR REVALCO INTER ENTES	ITALY/TURKEY
12.	Selector Switches/Push Button	KRAUS & NAIMERABB LEGRAND REVALCO	SWEDEN/FRANCE/ ITALY
13.	Indication Lamps	LEGRAND BRETER ABB TELEMECANIQUE	FRANCE/ITALY
14.	Terminal Blocks	LEGRAND ABB PHOENIX CABOUR	FRANCE/ITALY/JAPAN
15.	LV Change over Switch Capacitors	SOCOMEK, ABB, AMBER, NOKIAN, DUCATI	FRANCE/GERMANY/ JAPAN/PAKISTAN
16.	Paint	ICI, MASTER PAINTS, BERGER	PAKISTAN

17.	Fasteners, Hanging Rods, Rawal Plugs etc.	FISHER, HILTI, SPIT	WEST EUROPE
18.	Submersible Pumps	KSB	Pakistan
19.	Exhaust Fan	PAKFAN	Pakistan

Note: The above elevator mentioned in Sr. No. 1 should be fully compliant with latest EN81 standards. All major elevator components shall be manufactured/ assembled in the manufacturers authorized factories/plants and shall be quoted only from Constructors/ authorized agents of manufacturer in Pakistan. Any approved equal brand shall minimum comply the pre-qualification criteria as below.

1. Successful experience of at least Five (05) projects of a nature and complexity comparable to the works within the last five years in Pakistan; this experience should include Supply, Installation, Testing and Commissioning and Operation & Maintenance of elevator works.
2. Authorized distributor of the proposed brand for minimum Two (02) year in Pakistan
3. Successful experience of proposed brand's manufacturer of twenty (20) years in international market.
4. Compliance statement of technical specification from the equipment manufacturer.
5. Comparison of each part/system of proposed brand with one of the brands provided in suggested manufacturer's list along with the test reports.
6. Approved equal brand shall clearly be mentioned in the technical bid along with above said information.

TECHNICAL EVALUATION CRITERIA:

Following is qualification/evaluation criteria, bidder who secured **70 or more marks** will be eligible for next phase i.e opening of Financial Bid.

S/No.	Category	Description	Marking Criteria	Maximum Marks
1	Financial Capabilities	Annual turnover in similar work of 50 million Pak Rupees equivalent.	i. Maximum marks in case of 50M or above. ii. 15 marks for 40 to 49.99M iii. 10 Marks for 30 to 39.99M iv. 5 marks for 20 to 30M No marks for less than 20M	20
2	Experience	Successful experience as contractor in the execution of at least Five (05) projects of a nature and complexity with proposed brand comparable to the works within the last five years; this experience should include Supply, Installation, Testing and Commissioning and Operation & Maintenance of elevator works.	10 Marks for each Project and maximum of 5 projects will be evaluated. Completion Certificate and Satisfactory Performance Certificate need to be attached.	50
3	Authorization	Authorized distributor/sole agent of the proposed brand from last five (05) years in Pakistan	Maximum marks in case 5 years or above. 4 Marks for each year of association i.e for one year only 4 marks, for 2 years, 8 marks and so on.	20
4	HR	A certified Graduate Engineer/DAE as Project Manager with Five (05) years' experience in works of a comparable nature and complexity.		5
5	Elevator's brand experience	Successful experience of proposed brand's manufacturer of twenty (20) years in international market. EN-complied model will be acceptable only.	Maximum marks in case 5 years or above. 4 Marks for 15 to 19.99 years, 3 marks for 10 to 14.99 years, 2 marks for 5 to 9.99 years. No marks for less than 5 years.	5
Total				100

Format of Affidavit/Undertaking (DULY NOTARIZED)

Bidder must submit following undertaking (on stamp paper of Rs.100) duly notarized

I, Mr. S/o..... holding CNIC # from M/s
..... Having Its business office at, do hereby solemnly affirm and
declare as under;

- a) That M/s is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.
- b) We also confirm that our firm has not been black listed by any National/International organization or forum and its entitled to carry out its business activities to the standard business ethics.
- c) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.
- d) The above statement is true to the best of my knowledge and belief and nothing has been concealed or is false.

Note: In case bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

Name: _____
Signature _____
Stamp: _____