

**INVITATION TO E-BID**  
**TENDER NO. RED-LHR-LIFT-SLB#02-LHR-01-2026**

*State Life Insurance Corporation of Pakistan* invites E-PADS bids from the original authorized distributors/suppliers/Contractors etc., having more than 05-Years of relevant experience of Civil/mechanical/Renovation works of corporate type Buildings and have rendered such services in Federal Government/Semi-Government organizations, Banks and Multinational Companies in Pakistan and registered with Income Tax and Sales Tax Department for **SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE.** The firms must have proper office, telephone number, N.T.N and be duly registered with e-PADS, PEC C-4 and above (Specialized Code ME-03), FBR on the ATL & GST, PRA list.

2. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on E-PADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and **State Life Website** ([www.statelife.com.pk](http://www.statelife.com.pk)).
3. This advertisement is available on PPRA website ([www.ppra.org.pk](http://www.ppra.org.pk)) and State Life Website ([www.statelife.com.pk](http://www.statelife.com.pk)) and Newspapers. However, the bids shall be submitted through e-PADS only. Any bid submitted other than e-PADS will not be considered.
4. Single Stage-Two Envelope Bids evaluation System/Procedure will be adopted. All details regarding the above tender are available in tender documents.
5. The electronic bids must be submitted by using E-PADS on or before **20-02-2026** at 10:30 am. Electronic Bids (Technical Bids) will be opened on the same day at 11:00 am in the presence of bidders' representatives who choose to attend at the address given below. Any Bid submitted other than E-PADS will not be accepted.
6. All bids must be accompanied with a Bid Security in the PKR amount of 550,000/- in the form of a Pay Order / Bank Draft in favor of the State Life Insurance Corporation of Pakistan and must be submitted at the address given in tender notice before closing date and time; else their bid will not be entertained.

**Note:**

1. Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on e-PADS at [www.eprocure.gov.pk](http://www.eprocure.gov.pk) and on PA's website (if any).
2. State Life may reject any or all bids at any time prior to the acceptance of award.

 <p><b>STATE LIFE</b> INSURANCE CORPORATION OF PAKISTAN</p> <p>For Renting of Office Spaces in State Life Commercial Buildings, Please Contract On The Given Telephone Number:- <b>Ph # 99200396, 99203443</b></p>	<p><b>A.G.M (Real Estate)</b> <b>State Life Building,</b> <b>15- A Davis Road, Lahore</b> <b>Ph # 99200396, 99203443</b></p>
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**BIDDING AND CONTRACT DOCUMENTS**

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TENDER NO. RED-LHR-LIFT-SLB#02-LHR-01-2026.

SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE.

○ **Single Stage Two Envelope**

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

**INSTRUCTIONS**  
**TO**  
**BIDDERS**



# STATE LIFE

INSURANCE CORPORATION OF PAKISTAN



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## INSTRUCTIONS TO BIDDERS

### A. GENERAL

A pre-bid meeting shall be convened prior to the award of the contract to ensure a clear understanding of the scope of work. The meeting will be attended by the following stakeholders:

- State Life Department Officials
- Consultant Representatives
- Contractor Representatives

All participants shall review and clarify the project requirements, obligations, and technical specifications during this session.

### IB.1 Scope of Bid

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

### IB.2 Source of Funds

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

### IB.3 Eligible Bidders / Mandatory requirements

- 3.1 This Invitation for Bids is open to all bidders meeting the following **Mandatory requirements**:
- a. Valid FBR/ **NTN** registration.
  - b. Valid GST registration.
  - c. Valid PRA registration
  - d. Valid PEC **C-4** and Above Category (Specialized Code ME-03)
  - e. Firms with minimum 05 years of experience in relevant field.
  - f. Undertaking that participating firm / company is **Not backlisted** by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan on legal stamp paper of worth Rs.100/- (**One Hundred Rupees Only/-**).
  - g. Bid Security amounting to (**Rs.550,000.00/-**) in the form of Pay order/ Bank Draft in favor of "State Life Insurance Corporation of Pakistan" must be uploaded to e-PADS and original submitted to Incharge (RE) Lahore Office as per PPRA Rules.
- 3.2 In case any of the mandatory requirements mentioned above is not fulfilled by the bidder, their bid will be considered non-responsive and liable for rejection.



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### 3.3 TECHNICAL EVALUATION CRITERIA

#### Mandatory Requirements:

- Valid FBR/ NTN registration.
- Valid GST registration.
- Valid PRA registration
- Valid PEC **C-4** and Above Category(Specialized Code ME-03)
- Firms with minimum 05 years of experience in relevant field.
- Undertaking that participating firm / company is **Not backlisted** by any of Provincial or Federal Government Department, Autonomous body or Private Sector Organization anywhere in Pakistan on legal E- stamp paper of worth Rs.100/- (**One Hundred Rupees Only/-**).

**State Life, upon the recommendation and technical advice of the Consultant, reserves the right to reject any company or firm that is determined to possess a negative reputation or unsatisfactory standing within the market or construction industry. State Life, in coordination with and based on the assessment of the Consultant, reserves the absolute right to reject any company or firm at its sole discretion if found to have an unfavorable, adverse, or unsatisfactory reputation within the market or the construction sector.**

Sr. No	Description/ Parameter	Detail Marks	Allocation Marks
A.	STATUS OF THE FIRM (YEARS OF ESTABLISHMENT). EVERY SINGLE YEAR EXPERIENCE MORE THAN 05 YEARS WILL GIVE 01 MARK EACH.	10	01 Marks Per Year
B.	SIMILAR PROJECTS COMPLETED IN LAST FIVE YEARS WITH COMPLETION CERTIFICATES (OF WORTH NOT LESS THAN 30 MILLION EACH)	30	<b>1 Project = 05 Marks each project not less than Rs. 30 (Million)</b>
C.	SIMILAR PROJECTS IN PROGRESS WITH PROOF (OF WORTH NOT LESS THAN 30 MILLION EACH):	20	1 Project = 05 Marks each project not less than Rs. 30 (Million)
D.	TECHNICAL STAFF WITH DETAILED PROOF: -	10	i. BSc Engineer (P.E.C) 5 Marks ii. DAE 1 Mark
E.	LIST OF EQUIPMENTS REQUIRED WITH REFERENCE TO SUBJECT WORK.	10	01 Mark for each equipment
F.	AVERAGE Annual Turnover of last three years (2022-2023 & 2024.) (Note: the bidder must submit its Bank Statements in favor of its annual turnover.)	20	Rs. 25 (M) or above – 20 Rs. 20 to 25(M) 15 Rs. 10 to 20 (M) 10 <10 (M) 00
	<b>TOTAL MARKS</b>		<b>100</b>

- Minimum Qualifying Marks: **60**
- Minimum 50% Marks in each category (From **A** to **F**) required to entitle for eligibility.



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### 3. CRITERIA OF EVALUATION/ POST-QUALIFICATION ASSESSMENT SHEET

SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD,

LAHORE

Sr . #	Name of Companies	STATUS OF THE FIRM (Years of establishment)	Contracts Completed in last 5 years	Contracts in Progress	Technical Staff with Detailed Proof	LIST OF EQUIPMENTS REQUIRED WITH REFERENCE TO SUBJECT WORK.	AVERAGE Annual Turnover last three years (2022-2023 & 2024.)	Marks Obtained	Remarks
		(A)	(B)	(C)	(D)	(E)	(F)	Total	
		(10)	(30)	(20)	(10)	(10)	(20)	(100)	
1.									
2.									
3.									
4									
5									
6									
7									
8									
9									
1									
0									

**Note:** Criteria of post-qualification = **Minimum 60 Marks**

Minimum 50% Marks in each category (From A to F) required to entitled for eligibility.



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**IB.4 Cost of Bidding**

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

**IB.5 Site Visit**

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

**B. BIDDING DOCUMENTS**

**IB.6 Contents of Bidding Documents**

6.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.

1. Instructions to Bidders.
2. Bidding Data.
3. Form of Bid & Appendices to Bid.  
Appendices to Bid comprise the following:
  - i. Schedule A: Contract Data.
  - ii. Schedule B: Schedule of Prices.
  - iii. Schedule C: Proposed Program of Works.
  - iv. Schedule D: Organization Chart for Supervisory Staff and Labor.
  - v. Schedule E: List of Major Equipment.
4. **Conditions of Contract:**
5. **Standard Forms:**
  - i. Performance Security
  - ii. Form of Contract Agreement.
6. **Specifications:**
  - i. Special Provision.
  - ii. Technical Provision.

**IB.7 Clarification of Bidding Documents**

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



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## **IB.8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all bidders.

## **C. PREPARATION OF BIDS**

### **IB.9 Language of Bid**

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

### **IB.10 Documents Accompanying the Bid**

- 10.1 The bid prepared by the bidder shall comprise the following components:
- Covering Letter
  - Form of Bid duly filled, signed and sealed.
  - Schedules (A to E) to Bid duly filled and initialed in accordance with the instructions contained therein & in accordance with Sub-Clause IB.16.3.
  - Bid Security furnished in accordance with Clause 1B.13.
- 10.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
  - one of the joint venture partners shall be nominated as being In-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
  - the partner-In-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding



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- undertakings and receive payments on behalf of the joint venture;
- d. all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- e. a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

#### **IB.11 Bid Prices**

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

#### **IB.12 Documents Establishing Bidder's Eligibility and Qualifications**

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

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish original Bid Security as stipulated in the Bidding Data in Pak Rupees in the form of pay-order/demand draft before closing time of bid submission with Employer. Bid will be rejected if original bid security is



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not received by Employer before closing time.

- 13.2 Any E-bid not attached with Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned after award of work to successful bidder.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required performance security and signed the Contract

Agreement.

- 13.5 The Bid Security may be forfeited:
- a. if the bidder withdraws his bid during the period of bid validity or
  - b. if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 25.2 hereof; or
  - c. In the case of successful bidder, if he fails within the specified time limit to:
    - i. Furnish the required performance security.
    - ii. Sign the Contract Agreement in accordance with sub-clause IB.31.1.

#### **IB.14 Bid Validity**

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

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

#### **IB.16 Format and Signing of Bid**

- 16.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 16.2 All appendices / schedules to Bid are to be properly completed and signed.



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

**IB.18 Deadline for Submission of Bids**

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

**IB.20 Modification, and Withdrawal of Bids**

- 20.1 Any bidder may modify or withdraw his bid after bid submission as per provisions of E-Pads, provided that the modification is uploaded by the bidder prior to the deadline for submission of bids.
- 20.2 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.13.5 (a).

**IB.22 Process to be Confidential**

- 22.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least fifteen (15) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a

complaint shall not warrant suspension of the procurement process

**IB.23 Clarification of Bids**

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

**IB.24 Examination of Bids and Determination of Responsiveness**

24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

24.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conform to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

**IB.25 Correction of Errors**

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.



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- 25.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 13.5.(b) hereof.

#### **IB.26 Evaluation and Comparison of Bids**

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

#### **F. AWARD OF CONTRACT**

##### **IB.27 Award**

- 27.1. Subject to Clauses IB.28 the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB. 27.2.
- 27.2 The Employer, at any stage of the bid evaluation, having credible reasons for *optimal facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording



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reasons therefor in writing. They shall form part of the records of that bid evaluation report.

**27.3 Abnormally Low Financial Bid**

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

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

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

- (i) Comparing the bid price with the cost estimate;



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

#### **27.5 Negotiations**

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

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

Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

#### **IB.28 Employer's Right to accept any Bid and to reject any or all Bids**

- 28.1 Notwithstanding Clause IB.27 the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the



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affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

**IB.29 Notification of Award**

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

**IB.30 Performance Security**

30.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Contract Data and the Conditions of Contract within a period of 07 days after the receipt of Letter of Acceptance.

30.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.30.1 or Clauses IB.31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.31 Signing of Contract Agreement**

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



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**BIDDING  
DATA**

**BD-1**

### **Bidding Data**

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

#### **Instructions to Bidders**

##### **1.1 Name and Address of the Employer:**

STATE LIFE INSURANCE CORPORATION OF PAKISTAN,  
REAL ESTATE DEPARTMENT,  
STATE LIFE BUILDING  
15-A DAVIS ROAD LAHORE

### **Summary of the Works:**

**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE**

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

13.1 Amount of Bid Security:

**Rs.550,000.00/-** in shape of Pay order / Bank Draft in favour of State Life Insurance Corporation of Pakistan.

14.1 Period of Bid Validity:

**120 days**

18.1 Deadline for submission of bids:

*As per notice of Invitation for Bid / EPADS.*

21.1 Venue, time, and date of Bid opening:

*As per notice of Invitation for Bid / EPADS.*



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**FORM OF BID**

**AND**

**APPENDICES TO BID**



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**FB-1**

**FORM OF BID**

Bid Reference No.----- .

**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE.**

Return via e-PADS

To:

Assistant General Manager (A.G.M),  
Real Estate Department (R.E.D), SLICP,  
1st Floor, State Life Building,  
15-A, Davis Road Lahore

Respected Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of  
Rs. \_\_\_\_\_ Rupees \_\_\_\_\_  
\_\_\_\_\_).
2. We understand that all the Appendices attached hereto form part of this Bid.
3. We submit herewith a Bid Security in the amount of Rs \_\_\_\_\_  
(Rupees \_\_\_\_\_) in shape  
of pay order/demand draft #: \_\_\_\_\_ Dated: \_\_\_\_\_ of \_\_\_\_\_  
Bank drawn in your favor of State Life Insurance Corporation of Pakistan.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Documents.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together



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with your written acceptance thereof, shall constitute a binding contract between us.

6. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_

(Name of Bidder in Block Capitals)

(Seal)

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

\_\_\_\_\_

\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address. \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_



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BA-1

Appendix-A to Bid

## **CONTRACT DATA**

Conditions of Contract  
Clause Reference

1.1. (a) **The Employer Means**

State Life Insurance Corporation of Pakistan

1.1. (a) **The Contractor Means**

Successful Bidder, whose bid is accepted by the Employer.

1.1. (a) **The Engineer Means**

- Engineering staff only registered with valid PEC (Pakistan Engineering Council) registration of Real Estate Division of State life
- Engineering staff only registered with PEC by valid PEC (Pakistan Engineering Council) registration of Engineering Consultant

1.1. (b) **Employer's Drawings**

As per list attached in the Document. Under supervision and suggestions of consultant/Designing Engineer.

3.1 **Documents forming the Contract listed in the order of Priority.**

- a. The Contract Agreement.
- b. Letter of Acceptance.
- c. Form of Bid.
- d. Conditions of Contract.
- e. Contract Data.
- f. The Complete Appendences to Bid Including Schedule of Prices.
- g. The Specifications.
- h. Drawings.

3.2 **Authorized Person/Section:**

**Real Estate Department (R.E.D), 1<sup>st</sup> Floor, State Life Building #11, 15-A Davis Road, Lahore.**



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- 4.3 **Amount of Performance Security:**  
**10% of Contract Price** stated in the Letter of Acceptance.
- 5.1 **Program:**  
**Time for Submission:** Within Three (07) days of the Commencement Date.
- 11.1 **Commencement Date Means**  
Within seven (07) days after signing of the Contract Agreements.
- 11.2 **Time for Completion**  
**One Hundred and Twenty (120) Days** (Inclusive Holidays)



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**BA-2**

**Appendix-A to Bid**

## **Conditions of Contract Clause Reference**

### **11.5 Amount of Liquidated Damages**

**0.1%** per day of delay in completion the works subject to maximum of **10%** of contract price stated in the Letter of Acceptance.

### **12.1 Defects Liability Period**

**Six (06)** Calendar Months.

### **17.1 a. Terms of Payments**

As reference to Appendix-B to Bid - BB2

### **17.2 a. Percentage of Retention Money:**

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

### **b. Release of Retention Money:**

After satisfactory completion of defect liability period.

### **19.1 Insurance**

#### **Type of Cover**

Third party – Death or Injury to Persons and Damage to Property.

Three percent (3%) of contract price per occurrence with number of occurrences unlimited.

### **20. Escalation:**

No escalation will be allowed for this contract.

### **21.1 Arbitration: Place of Arbitration: Lahore.**



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**BB-1**

**Appendix-B to Bid**

## **BILL OF QUANTITIES**

### **A. Preamble**

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

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(TENDER NO. RED-LHR-LIFT-SLB#02-LHR-01-2026)

**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE****Installation of New Lift Between Two Buildings.****BILL OF QUANTITIES & ENGINEER'S COST ESTIMATE**

Sr.	Description	UoM	Qty	Rate	Amount
<b>A</b>	<b>MECHANICAL WORKS</b>				
1	Providing and installation, testing, and commissioning of one Passenger Elevator having a capacity of 1600 kg, equipped with hairline finish stainless steel doors. In addition, the work includes the provision and fabrication of a Mild Steel (M.S.) lift structure suitable for a four-floor elevator including Ground Floor, constructed using 6"x6" square pipes of 3mm thickness, with 12mm tempered glass installed on three sides of the lift shaft. Furthermore, the scope covers dismantling of the existing concrete structure, including concrete sheds, pit works, and all related civil works (excluding finishing works such as tile and granite installation) complete with all respect or as per instruction of Engineer In charge .This work is to be done outside the Building area as per instruction of Site Engineer in charge / Consultant in charge.	Each	1		



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<b>B</b>	<b>CIVIL WORKS</b>				
1	Dismantling & removing of existing building Combined / common Stair's area, Sheds, Generator foundations including Shifting the debris outside the facility area. Arrangement of any new piece or anything additional required will be sole responsibility of contractor after prior approval from consultant / Engineer. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge.	Cft	1,250		
2	Providing and laying fair face Gutka cladding laid in (1:2) cement / red Posso mortar having 1/4" thick groove finish i/c cost of 8 SWG wire in shape of 8 placed horizontally and vertically at 36" and 18" c/c respectively i/c cutting charges as per approved drawing, complete in all respect as approved and directed by the Engineer in charge / Consultant in charge.	Sft	2,500		
3	Preparing surface and applying Graffito Weather Coating (Co-polymer emulsion) of approved color & shade with weather resistant pigment, highly water repellent with Metallic Spatula having top class finish by smoothing with a plastic Spatula, on a base coat (Primer) over well cleaned plastered surface complete in all respect as approved and directed by the Engineer in charge / Consultant in charge.	Sft	5,000		
4	Providing and laying Reinforced Cement Concrete (RCC) in 1:1.5:3 mix ratio (1 part cement: 1.5 parts coarse sand: 3 parts graded crushed stone aggregate) of Strength 3000 psi including formwork, shuttering, centering, folding, and	Cft	2500		



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	placement of steel reinforcement as per approved design and drawings. The work includes all operations required for generator foundations, lifts civil works, pillars, and combined staircase areas, complete in all respects as directed by the Site Engineer-in-Charge. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge.				
5	Providing and laying superb quality Porcelain glazed tiles of Master/Stile brand or approved equivalent manufacturer, skirting/dado of specified size, Color and Shade with adhesive/ bond over 1/2"thick (1:2) cement plaster i/c the cost of matching sealer for finishing the joints, cutting grinding complete in all respect as approved and directed by the Engineer in charge / Consultant in charge. (iii) 600mm x 600 mm	Sft	3500		
6	Providing and laying foam concrete of density 1000–1200 kg/m <sup>3</sup> using Ordinary Portland Cement, fine sand, water, and pre-formed foam in the proportion of approximately Cement: Sand: Water = 1: 2: 0.5 by weight, mixed mechanically to achieve a uniform cellular structure. The foam shall be generated using an approved foaming agent and mixed to produce the required density and workability. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge.	Cft	250		



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7	Removing the existing Pipe line & re-eructation and refixing of the Sui gas pipe line including cutting, bending jointing, welding all accessory and where need fixing the new pipes too, as per site engineer instructions. This work done outside the building area as per instruction of Site Engineering in charge. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge.	Rft	200		
8	Providing and fixing 2'-9" high stair railing comprising of nonmagnetic (304) Stain less steel 2" Dia pipe railing of 18 SWG welded with vertical posts of 2" Dia stainless steel round/ Squar pipe/ Tong (Chita) @ 2-ft c/c fixed on alternate steps with 3" long steel screws and brass Rawal plugs , 3-Nos diagonal stainless steel pipes of 1/2" Dia passes through guoties fixed on vertical post, i/c stainless steel welding, fixing & polishing complete in all respects as approved and directed by the Engineer in charge / Consultant in charge.	Rft	150		
9	Removing and refixing the existing geyser and sanitary pipes, including reinstatement and reinstallation at the required locations, where necessary, providing and fixing new pipes, fittings, and accessories complete in all respects, arrangement of any new piece of pipe or anything additional required will be sole responsibility of contractor after prior approval from consultant / Engineer. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge. All work	Rft	500		



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	will be done outside of the building. Arrangement of space will be responsibility of contractor.				
10	Providing and placing PCC Plain Cement Concrete of Strength 3000 psi with mix ratio of 1:1.5:3 for Building repair work of roof, slab, wall and columns and wherever required as directed by consultant / Engineer (Cracks, Old Structure Concrete repair work use Epoxy and other all Chemicals, Plastering, painting) expenses, including civil inner side or outer sides works and landscaping works. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge. Work will be done outside and inside of the building. Arrangement of space will be responsibility of contractor.	L.S	1		
11	Providing and laying 3/4" thick full width prepolished China Verona Marble slab for Vanities / Shelves / Treads/Window Cils , having Uniform texture (Spotless) with adhesive bond over 3/4" thick (1:2) cement sand mortar i/c the cost of matching sealer complete in all respects as approved and directed by the Engineer in charge / Consultant Incharge.	Sft	600		
				<b>Total Amount (B)</b>	



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<b>B</b>	<b>ELECTRICAL WORKS</b>				
1	Carefully removing the existing outdoor area CCTV (Closed Circuit Camera) system and refixing/re-installing the same, including all cables, conduits, wiring, accessories, junction boxes, connectors, and mounting fixtures, in proper working condition at the designated locations, as directed by the Consultant or Site Electrical Engineer In-Charge, including: Dismantling, handling, and safe storage of all components, Reinstallation, alignment, and connection of cameras and accessories, Testing and ensuring full operational performance of the system after refixing, Providing all necessary tools, materials, and skilled labor for proper completion of the work. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge.	Each	5		



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2	<p>Providing and fixing Electrical LED Two-Way Fancy Outdoor Lights for night illumination, required for general outdoor use, hidden wiring, protecting against splashing water and solid objects larger than 1mm, commonly operate on a voltage range of AC85-265V, 800 lumens for a 9W fixture, Bi-directional lighting, 50/60Hz, L80 54,000h, IP Rating of IP65, Base Material: Aluminum of Philips, OSAKA, PAKLITE or Equivalent, of approved make, as per the instructions of the Site Electrical Engineer. The Contractor shall also provide the necessary electrical connection and ensure proper functioning of the two-way LED light, complete in all respects. Arrangement of any new piece of pipe / wire / conduit and screw or anything additional required will be sole responsibility of contractor after prior approval from consultant / Engineer. The quoted rates shall include all costs of materials, labor, transportation, and all applicable government taxes and duties whatsoever, complete in all respects &amp; to the entire satisfaction of Engineer in charge / Consultant in charge.</p>	Each	25		
3	<p>Removing existing wiring and providing &amp; erecting new single-core PVC insulated copper conductor cables of all types for wiring, including shifting or adjustment of cable trays as required. The work shall include laying cables in pre-approved PVC pipes, M.S. conduits, G.I. pipes, wooden batten/strip, wooden casing and capping, G.I. wire supports, or in trenches for 250/440 volts systems, including networking cables. The Contractor shall provide all necessary accessories and new cables where required. The quoted rates shall include all costs of materials, labor, transportation, and all applicable</p>	Sft	500		



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	government taxes and duties whatsoever, complete in all respects & to the entire satisfaction of Engineer in charge / Consultant in charge. All work will be done outside of the building. Arrangement of space will be responsibility of contractor.				
	<b>Total Amount (C)</b>				
	<b>SUM OF ALL TOTAL ( A+B+C).</b>				
	<b>Add 16% PRA</b>				
	<b>GRAND TOTAL</b>				



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**BB-2**

**Appendix-B to Bid**

**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF  
LIFT/ELEVATOR ALONGWITH CIVIL/MECHANICAL STRUCTURE AND  
MISCELLANEOUS WORKS BETWEEN BLOCKS 6 & 7, STATE LIFE  
BUILDING NO.02, LYTTON ROAD, LAHORE**

1. The Billing Schedule will be as under:

Bill # 1 On Completion of 33% of Job	After completion of 33 % work
Bill # 2 On Completion of another 33% of Job	After completion of another 33 % work
Bill #3 On Completion of Full & Final completion of Job	After completion of remaining work

**Payment will be released after submission of completion certificate from consultant.**



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**BC-1**

**Appendix-C to Bid**

**PROPOSED CONSTRUCTION SCHEDULE**

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

**Description**

**Time for Completion**

- |                |            |
|----------------|------------|
| a) Whole Works | _____ days |
| b) Part-A      | _____ days |
| c) Part-B      | _____ days |
| d) _____       | _____ days |
| e) _____       | _____ days |

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**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR  
ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN  
BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE.**

(TENDER NO. RED-LHR-LIFT-SLB#02-LHR-01-2026)

**SPECIAL CONDITIONS**

1	Closing date & time for submission of bids on EPADS.	:	20-02-2026 & 10:30 am
2	Opening of bids on EPADS	:	20-02-2026 & 11:00 am
2	Date of Commencement of Work	:	Within 07 days from the date of signing of contract.
3	Time of completion of work from the date of commencement of work.	:	<b>120 days</b> - Holidays inclusive
4	Amount of Liquidated Damages.	:	<b>0.1%</b> for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price.
5	Maintenance Period.	:	<b>06</b> months.
6	Method of Payment.	:	<b>As per BB-2 (Appendix-B to Bid)</b>
7	Period of honoring Interim bill.	:	As per entire satisfaction & verification from State Life Engineer / Representatives and Consultants.
8	Retention Money.	:	<b>5% (five)</b> percent of amount of work done.
9	Release of Retention Money.	:	On satisfactory completion of maintenance period.
10	<b>Bid Security.</b>	:	<b>Rs.550,000.00/- (Pak Rupees)</b>
11	<b>Bid Validity</b>	:	<b>120 days</b>
12	<b>Bid Security Forfeiture</b>	:	<ul style="list-style-type: none"><li>• If the bid is withdrawn after opening.</li><li>• If the bidder does not accept letter of award or refuse to enter in contract</li></ul>
13	Bid security (Bank Draft/Pay order) in favor of "State Life Insurance Corporation of Pakistan" to be submitted with Tender. Tenders with pay order/bank draft having different names shall be rejected.	:	<ul style="list-style-type: none"><li>➤ Shall be released to un-successful bidders on acceptance of the bid of successful bidder.</li><li>➤ To the successful bidder, upon submission of performance security after award of contract.</li></ul>
14	Deduction of taxes	:	All applicable government taxes (federal & provincial) including PRA, income tax, GST, (if applicable) etc. will be deducted from bills of contractor as per rules
16	Performance Security	:	<b>10%</b> of contract amount in favor of State Life against Bank Guarantee.
17	Black listing	:	As per State Life blacklisting procedure in light of PPRA – Rule – 19
18	Risk & Cost	:	If the contractor fails to execute the job in given time and beyond 30 days of notice issued, State Life may get the remaining works executed through other contractor at his risk & cost



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**SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF LIFT/ELEVATOR  
ALONGWITH CIVIL/MECHANICAL STRUCTURE AND MISCELLANEOUS WORKS BETWEEN  
BLOCKS 6 & 7, STATE LIFE BUILDING NO.02, LYTTON ROAD, LAHORE  
(TENDER NO. RED-LHR-LIFT-SLB#02-LHR-01-2026)**

**GENERAL CONDITIONS**

**Note:**

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



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**Appendix-D to Bid**

**ORGANIZATION CHART**

**FOR THE**

**SUPERVISORY STAFF**

**AND**

**LABOUR**



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**BE-1**  
**Appendix-E to Bid**

## **LIST OF MAJOR EQUIPMENT'S**



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## **FORMS**

### **PERFORMANCE SECURITY**

### **CONTRACT AGREEMENT**



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PS-1

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

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

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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



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

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

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

\_\_\_\_\_  
Guarantor (Bank/Insurance  
Company)

Witness:

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

\_\_\_\_\_  
Corporate Secretary (Seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

2. Consultant\_\_\_\_\_ Staff1\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)

3. Consultant\_\_\_\_\_ Staff2\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)



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**FORM OF CONTRACT AGREEMENT**

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

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Contract Data: (Appendix-A to Bid);
  - (e) The priced Bill of Quantities (Appendix-B to Bid);
  - (f) The completed Appendices to Bid (C to E);
  - (g) Conditions of Contract
  - (h) The Specifications:
  - (i) Drawings:
  - (j) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws. PEC registered members from Employer and Consultant will sign here.

Signature of the Contactor

\_\_\_\_\_

(Seal)

Signature of Employer

\_\_\_\_\_

PEC# \_\_\_\_\_

(Seal)

Signature of the Consultant Staff 01

PEC# \_\_\_\_\_

Sign \_\_\_\_\_

(Seal)

Signature of the Consultant Staff 02

PEC# \_\_\_\_\_

Sign \_\_\_\_\_

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

Name,

CNIC

Title

Address

Witness:

\_\_\_\_\_

Name,

CNIC

Title

Address



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## CONDITIONS OF CONTRACT

### CONDITIONS OF CONTRACT

#### Definitions and Interpretation

##### 1.1 Definitions:

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

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



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

## **Engineer:**

### **2.1 Engineer's Duties and Authority**

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



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## 2.2 Instructions in Writing

Instructions given by the Engineer may be in writing or orally, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer. No receiving of instructions is mandatory for consultant in digital/ oral and written given to contractor.

## Contract Documents:

### 3.1 Priority of Contract Documents

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

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

## General Obligations:

### 4.1 Contractor's General Responsibilities

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

### 4.2 Site Operations and Methods of Construction



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The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer/ Consultant.

#### 4.3 **Performance Security**

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 07 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to **10%** of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an Insurance Company.

#### 4.4 **Period of Validity of Performance Security**

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

#### 4.5 **Claims under Performance Security**

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

#### 5.1 **Program to be Submitted**

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

#### 5.2 **Revised Program**

If at any time it should appear to the Employer that the actual progress of the Works does not conform to the program to which consent has been given under Sub-Clause 5.1, the Contractor shall produce, at the request of the Employer, a



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revised program showing the modifications to such program necessary to ensure completion of the Works within the Time for Completion.

**5.3 Work to be in Accordance with Contract**

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

**6.1 Contractor's Employees**

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

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

**6.2 Engineer at Liberty to Object**

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

**6.3 Care of Works**

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

**6.4 Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or



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

#### 7.1 **Employer's Risks**

The Employer's risks are:

- a. War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b. Rebellion, revolution, insurrection, or military or usurped power, or civil war,
- c. Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- e. Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,
- f. Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

#### 8.1 **Clearance of Site on Completion**

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

### **Materials, Plant and Workmanship:**

#### 9.1 **Quality of Materials, Plant and Workmanship**

All materials, Plant and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's instructions



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**9.2 Cost of Samples**

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

**Suspension:**

**10.1 Suspension of Work**

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

- a. otherwise provided for in the Contract,
- b. necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- c. necessary by reason of climatic conditions of the Site.
- d. necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 7.1).

**10.2 Engineer's Determination following Suspension**

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

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

**10.3 Suspension lasting more than 84 Days**

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



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## **Commencement and Delays:**

### **11.1 Commencement of Works**

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

### **11.2 Time for Completion**

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

### **11.3 Extension of Time for Completion**

In the event of:

- a. The amount or nature of extra or additional work,
- b. Any cause of delay referred to in these Conditions,
- c. Exceptionally adverse climatic conditions,
- d. Any delay, impediment or prevention by the Employer, or
- e. Other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Employer shall, after due consultation with the Contractor, determine the amount of such extension and shall notify the Contractor accordingly.

### **11.4 Contractor to Provide Notification and Detailed Particulars**

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

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

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



#### 11.5 **Liquidated Damages for Delay**

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

#### 11.6 **Taking-Over Certificate**

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

### **Defects Liability:**

#### 12.1 **Defects Liability Period**

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

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

#### 12.2 **Remedying Defects**

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



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Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

## **Variations:**

### **13.1 Right to Vary**

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

### **13.2 Valuation of Variations**

Variations shall be valued in presence of consultant as follows:

- a. At a lump sum price agreed between the Parties, or
- b. Where appropriate, at rates in the Contract, or
- c. In the absence of appropriate rates, the rates in the Contract shall be used. The basis for valuation, or failing which
- d. At appropriate new rates, as may be agreed or which the Employer considers appropriate.

### **13.3 Early Warning**

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

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

## **Procedure for Claims:**

### **14.1 Notice of Claims**

Not with standing any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer/Consultant with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

### **14.2 Contemporary Records**

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

### **14.3 Substantiation of Claims**

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

### **14.4 Failure to Comply**

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



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

#### 14.5 **Payment of Claims**

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

#### 15.1 **Measurements**

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

#### 16.1 **Defects Liability Certificate**

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

### **Certificates and Payment:**

#### 17.1 **Terms of Payments**

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



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Consultant, Employer and Contractor.

#### 17.2 **Payment of Retention Money**

Retention money shall be paid by the Employer to the Contractor after satisfactory completion of Defect liability period. The Consultant is authorized to verify and check payment according to standards and stop payment until its entire satisfaction.

### **Remedies:**

#### 18.1 **Default by Contractor**

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

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

#### 18.2 **Default by Employer**

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

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

### **Insurance:**

#### 19.1 **Third Party Insurance**

The contractor shall insure against liabilities for death of or injury to any person. The contractor will be responsible for insurance and safety of its staff. (Including any employee of employer or contractor) are loss of damage to any property of



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employer arising out or in consequence of the execution and completion of the works of the contract and the remedying of any defects therein, other than exceptions defined in Clause 7.1.

**19.2 Minimum Amount of Insurance**

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

**20.1 Force Majeure**

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

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

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed with approval of consultant.

**21.1 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at **LAHORE** in English Language.