

AR/SR WORKS (RENOVATION/ IMPROVEMENT OF)
MIDC , BUILDING)

METAL INDUSTRIES DEVELOPMENT CENTRE SIALKOT.



OFFICE OF THE PROJECT DIRECTOR
METAL INDUSTRIES DEVELOPMENT

CENTRE SIALKOT.

PH:-052-9250288, 9250290

TOTAL AMOUNT IN RUPEES: RS. 8,138,680/-

EARNEST MONEY / @ 2% OF THE TOTAL VALUE OF THE ESTIMATED COST

BID SECURITY: **Rs. 162,774/-**

TENDER NO: MIDC/SKT/AR-SR/CW01 2021

TENDER/ BIDDING Rs. 1000/- (Non-Refundable)

DOCUMENTS PRICE:

LAST DATE OF **20-05-2021 BEFORE 01:00 PM**

SUBMISSION OF BIDDING DOCUMENTS:

BID OPENING DATE **20-05-2021 AT 01:30 PM**

Issued by:-

Signature: _____

Date: _____

TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY

METAL INDUSTRIES DEVELOPMENT CENTRE, SIALKOT.

ALLAMA IQBAL ROAD, OPP.PSO PUMP, NEAR SHAMA PARWANA CINEMA,
SIALKOT.

BRIEF TERMS AND CONDITIONS

Civil Work Title:- RENOVATION /IMPROVEMENT OF METAL INDUSTRIES DEVELOPMENT CENTTRE, SIALKOT.

1. The work is to be carried out as per C&W Department's Specifications.
2. **Eligibility:** Reputed Firms/contractors having registration (for 2020-21) with C&W Department / PEC/PWD and/or all other Registrations allowed by PPRA & having NTN Number are eligible to participate.
3. **Documents Comprising the Bid**
Each Bidder shall submit:
 - (i) CNIC of the Bidder
 - (ii) 2% Earnest Money of the total Estimated Price in CDR form in the favor of **PROJECT DIRECTOR MIDC.SIALKOT.**
 - (iii) PEC/C&W/PWD Registration of 2020-21 and/or any other Registration accepted under PPRA
 - (iv) Price Schedule (Attached)
 - (v) Form of Bid (Attached)
 - (vi) Affidavit (Attached)
 - (vii) Income Tax Registration copy (NTN Number)
 - (viii) Contract Agreement(Attached)
 - (ix) Company Profile
4. The Bidding Documents may be received from the office of Project Director MIDC, ALLAMA IQBAL ROAD, OPP.PSO PUMP, NEAR SHAMA PARWANA CINEMA, SIALKOT (052-9250290).
5. The Bidders may visit the site of MIDC, SIALKOT. ALLAMA IQBAL ROAD, OPP.PSO PUMP, NEAR SHAMA PARWANA CINEMA, SIALKOT GCT, SIALKOT (052-9250290) under intimation to the PROJECT DIRECTOR MIDC SIALKOT.
6. The participants shall fill up the attached **Price schedule** completely, will sign and stamp each paper of bidding documents and shall clearly quote the rates and amount in PAK Rupees. The quoted rates must be compatible with MRS 1st Bi annual 2021.
7. No Alternations/overwriting/applying fluid would be allowed in all Documents comprising of the Bid mentioned above, except fill in the blanks against the given provisions .In case of any alternations/overwriting/applying fluid on any document, the Bid(s) would be subject to be cancelled.
8. The rates must be quoted in words and figures clearly on the **Price Schedule** and should be submitted in original containing the signatures and stamp of the contractor on each page. All the rates of the items and grand total should be mentioned.

**NAME AND SIGNATURE
AUTHORISED PERSON OF FIRM**

MIDC. SIALKOT

9. In case of any numerical errors on the **Price Schedule**, the value in words would prevail. In case of any error in unit rates and total rates, the total rate would prevail. The AR/SR Committee has the ultimate right of correcting the numerical errors with intimation to the contractor. In case of non-acceptation of the corrected errors by the contractor, the bid would be cancelled and the bid security would be forfeited.
10. Unless otherwise specified, the rates quoted shall be for all heights, levels and places or as directed by AR/SR Committee.
11. Partial/conditional tenders will not be accepted.
12. The last date of submission of completely filled Bidding Documents in all respects would be **20-05-2021** before **01:00 PM** in the office of **PROJECT DIRECTOR, MIDC Sialkot**.
13. Tenders would be opened on **20-05-2021** at **01:30 AM** in the office of, **PROJECT DIRECTOR MIDC, SIALKOT** before the representatives of the Bidders who may care to be present and have power of attorney.
14. The AR/SR Committee has the right to reject any or all of the Tenders without assigning any reason thereof.
15. The AR/SR Committee 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 and have submitted all documents comprising of the bid, mentioned above.
16. The Bids would be evaluated on the basis of “**Accumulated Cost**” and the contract would be awarded to the lowest Bidder
17. The Bid Security may be forfeited:
 - (a) If the Bidder withdraws his bid.
 - (b) If the Bidder does not accept the correction of his Bid Price made by AR/SR Committee in case of difference between unit price and total price calculations
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security
 - (ii) Accept the Brief Terms & Conditions in letter & Spirit
18. Subject to the discretion of the AR/SR Committee, the bids may also be rejected on the following basis;
 - a- Bid Security is not provided or provided with less than 2% of the total estimated cost
 - b- The Bid is ambiguous or conditional
 - c- The Bid is incomplete
 - d- If Alterations have been made in the Form of Bid, Price Schedule & Affidavit except filling in the blanks
 - f- The Bid is not submitted before the given last date & time for the submission of bids
 - g- Any or all of the Form of Bid, Price Schedule & Affidavit are either not filled completely or not submitted
 - h- The Bidder submits or participates in more than one bids against the same Tender Number
 - i- The Bidder exerts any effort to influence the Purchaser’s processing of Bids or award decisions

j- If negative determination is resulted
k- The AR/SR Committee may reject any or all bids as per rule no. 35 of PPRA rules 2014.

19. Contract Price means the total Bid Price of the Successful Bidder whereas the Contractor means the Successful Bidder
20. Performance guarantee @ 10% of the contract price must be furnished by the Contractor in shape of Bank Guarantee, CDR only in favor of the **PROJECT DIRECTOR, METAL INDUSTRIES DEVELOPMENT CENTRE, SIALKOT** within seven days of award of contract. In case of failing to submit the Performance Security within seven days, the Bid Security of the Contractor would be forfeited and the Firm/Contractor would be blacklisted.
21. The 10% Performance security of the total Contract Price will be retained for six months after the completion of the contract.
22. Upon furnishing by the successful Bidder of a Performance Security, the AR/SR Committee will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.
23. The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security.
24. This Brief Term & Condition Document would serve as Contract Agreement for the Successful Bidder/Contractor
25. The Currency of the Bid & Contract would be PAK Rupees
26. In case of any dispute, the decision of AR/SR committee will be final and will not be challenged in any court of law by the contractor.
27. Bid validity will be **120 days** after the date of opening of bids.
28. Time of completion for work is **120 Days** from the date of receipt of the award of contract by the contractor.

NAME AND SIGNATURE
AUTHORISED PERSON OF FIRM

MIDC. SIALKOT

29. If the Successful Bidder/Contractor fails to complete the work/contract within the period of **120 Days**, the AR/SR Committee may deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.01% of the Contract Price per day or part thereof of delay until the completion of Contract, up to a maximum deduction of the 10% of the Contract. Once the maximum is reached, the AR/SR Committee may terminate the Contract by forfeiting Performance Security.
30. The Successful Bidder/Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the AR/SR Committee in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the AR/SR Committee in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31. The contractor shall obtain approval of AR/SR Committee for all the material, fittings fixtures etc. before bringing them at site and or using them in work.
32. If it is felt that the progress of the contractor is not satisfactory or the assigned work is likely to be delayed due to poor progress in the opinion of the AR/SR Committee, the remaining work may be taken over from the contractor after giving **7 days notice** and the work can be got completed by any means by the AR/SR Committee at the risk and cost of contractor.
33. The work shall be carried out to the entire satisfaction of the AR/SR Committee. The AR/SR Committee is the sole judge to approve the standards of work and if any defect is observed up to completion of the contract/job as well as during the security period, the contractor shall make good of such defect at his own risk and cost including material as aforesaid required by the said committee. The AR/SR Committee can get the same work done through any other means and all expenses consequent thereupon or incidental thereto shall be recoverable from the contractor.
34. No escalation in respect of any kind of material or labor shall be entertained in any circumstances.
35. MRS Rates of 1ST quarter 2021 would be entertained.

NAME AND SIGNATURE
AUTHORISED PERSON OF FIRM

MIDC. SIALKOT

36. The consumption of Utilities of the Institute by the Contractor would be charged in terms of Unit Rates from the Contractor, which would be deducted from the total bill of the contractor. The Contractor and the head of the Institute would keep record of the consumption of Utilities by the contractor in units.
37. No amendment or modification of the contract shall be made except in writing or signed by the AR/SR Committee.
38. All fittings, fixtures and materials of those brands which are not mentioned in **Price Schedule** should be of 1st class quality and will be used after getting approval of AR/SR Committee.
39. As required under the law, specified percentage **of total amount paid for the Contract/job** will be deducted as income tax at source; however a certificate for each deduction will be issued to the contractor.
40. No work shall be subletted by the contractor without the written permission of the AR/SR Committee.
41. On completion of the contract work, the contractor shall clear or remove all construction/repair debris, plants, equipments, surplus material, temporary work etc, from the site in workman like condition to the satisfaction of AR/SR Committee. Final payment will be made on the removal of all aforesaid material.
42. No advance payment will be made.
43. The AR/SR Committee have the right to increase or decrease the quantity or drop any item/items of work before or after awarding the work order.

**NAME AND SIGNATURE
AUTHORISED PERSON OF FIRM**

MIDC, SIALKOT

Form of Bid

Date: _____

Bid Reference No. _____
(Name of Contract)

To:

The Convener AR/SR Committee MIDC Sialkot

Gentleman,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the Completion of the AR/SR Work _____
_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the AR/SR Committee MIDC Sialkot

- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, and the Brief Terms and Conditions Document would be treated as Contract Agreement if our Bid is declared Successful.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We agree to permit the AR/SR Committee or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.
- (m) We agree that the decision of AR/SR Committee would be final in case of any dispute

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

AFFIDAVIT

It is certified that

_____ (Bidder Name)

_____ (Address) having NTN. No. _____ and

PEC/C&W / PWD Registration No. _____ has neither been ever black
listed by any Govt./Private Agency/Institution in any respect, neither been ever declared as
Bankrupted by any Financial Institution nor indulged in any litigation with any Govt./Private
Agency/Institution/Financial Institution regarding any Civil Works

Name: _____

In Capacity of _____

CNIC: _____

Signature _____

Stamp:

Date _____

TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY
METAL INDUSTRIES DEVELOPMENT CENTRE, SIALKOT.
ALLAMA IQBAL ROAD, OPP.PSO PUMP, NEAR SHAMA PARWANA CINEMA,
SIALKOT.

CONTRACT AGREEMENT

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Agreement entered into between the Procuring Agency and the Contactor, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion of Work” means the fulfillment of the execution of work by the Contractor in accordance with the terms and conditions set forth in the Contract within **120 Days** after the receipt of the Award of Contract by the Contractor

“Work” means all the works awarded to the Contractor.

“Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to which any part of the Works is subcontracted by the Contractor.

“Contractor” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Contractor.

“The Site,” where applicable, means the place for execution of work, i.e. MIDC, Sialkot.

““Work Completion Time” means the time period within which the contractor would complete its all works, i.e. **120 Days** from the award of Contract

“Procuring Agency” means AR/SR Committee MIDC, SIALOT.

**Contract
Document**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**Corrupt and
Fraudulent
Practices**

For the purposes of this provision, the term “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the AR/SR Work (Civil Work) process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a AR/SR Work (Civil Work) process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

- (b) The Procuring Agency will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.

The Contractor shall permit the Procuring Agency to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

Interpretation

Entire Agreement

The Contract constitutes the entire agreement between the Procuring Agency and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

No waiver

No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of

Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Procuring Agency, shall be written in the language i.e, English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Contractor shall bear all costs of translation to the governing language (English) and all risks of the accuracy of such translation.

Eligibility

The Contractor and its Subcontractors shall have the nationality of Pakistan for Competitive Bidding. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

Notices

Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address of the parties. The term "in writing" means communicated in written form with proof of receipt.

**Procuring Agency Address: METAL INDUSTRIES
DEVELOPMENT CENTRE, SIALKOT**

Contractor's Address: -----

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency's country, i.e. Pakistan.

**Settlement of
Disputes**

The Procuring Agency and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If the parties fail to resolve such a dispute or difference by mutual consultation, either party may require that the dispute be referred for resolution to arbitration by AR/SR Committee: MIDC, Sialkot, whose decision would be final.

Scope of Work	<p>Works done should be in compliance with the works mentioned in Contract Ward in letter & Spirit.</p> <p>Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract.</p>
Completion of Work	<p>Completion of Work would be made within 120 Days after the receipt of the award of contract by the Contractor</p>
Contractor's Responsibilities	<p>The Contractor shall complete all the works assigned in the Contract, and all the obligations stipulated in this Contract</p> <p>All fittings, fixtures and materials of those brands which are not mentioned in Price Schedule should be of 1st class quality and will be used after getting approval of AR/SR Committee.</p> <p>No major work shall be subletted by the contractor without the written permission of the AR/SR Committee</p> <p>On completion of the contract work, the contractor shall clear or remove all construction/repair debris, plants, equipments, surplus material, temporary work etc, from the site in workman like condition to the satisfaction of AR/SR Committee. Final payment will be made on the removal of all aforesaid material</p> <p>The contractor shall obtain approval of Procuring Agency for all the material, fittings fixtures etc. before bringing them at site and or using them in work.</p> <p>The work shall be carried out to the entire satisfaction of the AR/SR Committee. The Procuring Agency is the sole judge to approve the standards of work and if any defect is observed up to completion of the contract/job as well as during the security period, the contractor shall make good of such defect at his own risk and cost including material as aforesaid required by the said committee. The Procuring Agency can get the same work done through any other means and all expenses consequent thereupon or incidental thereto shall be recoverable from the contractor</p> <p>MRS Rates of Bi-annual (1st Quarter 2021) would be entertained and no escalation in respect of any kind of material or labor on any basis shall be entertained in any circumstances.</p> <p>The Contractor would make the materials passed by Procuring Agency before starting work and then the Workmanship of the Work would be passed by the AR/SR Committee, without which no Bill(s) of the Contractor may be entertained. Procuring Agency would have the right of stopping the work for poor quality of material or work during the execution of work. Procuring Agency also has the right of not entertaining Bill(s) of the Contractor if the material used or workmanship is not found of good quality/standard. In such case, the contractor would be bound to redo the work as per standard/good quality by using standard materials and workmanship</p> <p>No amendment or modification of the contract shall be made except in writing or signed by the AR/SR Committee.</p>

Contract Price

The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

Contract Price is Rs. -----

Terms of Payment

No advance payment will be made to the Contractor, however payment may be allowed subject to the permission of the Procuring Agency on the request of the contractor subject to the satisfaction of the Procuring Agency with the progress & quality of work at the end of each segment of work as mentioned in **Brief Terms & Conditions**

The consumption of Utilities of the Institute by the Contractor would be charged in terms of Unit Rates from the Contractor, which would be deducted from the bill(s) of the contractor (If Any). The Contractor and the head of the Institute would keep record of the consumption of Utilities by the contractor in units with the help of Sub-Meters or any other way permissible under prevailing laws

As required under the law, income tax at source would be deducted from the bill(s) of the Contractor as per prevailing rules/laws; however a certificate for each deduction will be issued to the contractor

All Liquidated damages (If Any) mentioned in this contract would also be deducted from the bill(s) of the contractor accordingly

The Contractor's request for payment shall be made to the Procuring Agency in writing

The currency or currencies in which payments shall be made to the Contractor under this Contract shall be PAK Rupees Only through Crossed Cheque (s).

Taxes and Duties

All the laws of Procuring Agency's country „i.e. Pakistan, would be implemented and deductions from bills) would be made accordingly

Performance Security

The contractor have to furnish Performance guarantee @ 10% of the contract price in shape of Bank Guarantee, CDR only in favor of the PROJECT DIRECTOR, METAL INDUSTRIES DEVELOPMENT CENTRE, SIALKOT within seven days of award of contract. In case of failing to submit the Performance Security within seven days, the Bid Security of the Contractor would be forfeited and the Firm/Contractor would be blacklisted.

The proceeds of the Performance Security shall be payable to the Procuring Agency as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in the currencies of the Contract, i.e. PAK Rupees Only

The Performance Security shall be discharged by the Procuring Agency and returned to the Contractor after Six Months, starting from Completion of Work after meeting all codal formalities

Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Procuring Agency directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.

**Confidential
Information**

The Procuring Agency and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor.

The Procuring Agency shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the design, procurement, required for the performance of the Contract.

The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Work or any part thereof.

Transportation

All the transportation charges would be solely borne by the Contractor without any claim to Procuring Agency

**Liquidated
Damages**

If the Contractor fails to complete any or all of the Works within the period specified in the Contract, i.e. **120 Days** after the receipt of Award of Contract by the Contractor, the Procuring Agency may without prejudice to all its other remedies under the Contract,, may deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.01% of the Contract Price per day or part thereof of delay until the completion of Contract, up to a maximum deduction of the 10% of the Contract. Once the maximum is reached, the AR/SR Committee may terminate the Contract by forfeiting

Performance Security.

Change in Laws and

Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date, then such Completion Date shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

Force Majeure

The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Change Orders and Contract Amendments

The Procuring Agency may at any time order the Contractor through Notice for amendment of Contract

The Procuring Agency may increase or decrease any Work or drop any Work of the Contract before, during or after the execution of Work

If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment may be made if felt necessary by the Procuring Agency in the Contract Price or in the Completion Date, or both, and the Contract shall accordingly be amended, on the written request of the Contractor.

Extensions of Time

If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely Completion of Work under Force Majeure, the Contractor shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of

the Contractor's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, a delay by the Contractor in the performance of its Completion of Work obligations shall render the Contractor liable to the imposition of liquidated damages

Termination

Termination for Default

The Procuring Agency, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:

if the Contractor fails to complete any or all of the Works within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency or

(ii) if the Contractor fails to perform any other obligation under the Contract.

If it is felt that the progress of the contractor is not satisfactory or the assigned work is likely to be delayed due to poor progress in the opinion of the AR/SR Committee, the remaining work may be taken over from the contractor after giving 7 days notice and the work can be got completed by any means by the AR/SR Committee at the risk and cost of contractor.

Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency.

Termination for Convenience

The Procuring Agency, by Notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

The Works that are complete and ready for completion after the Contractor's receipt of the Notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Works, the Procuring Agency may elect:

To have any portion completed and delivered at the Contract

terms and prices; and/or

- (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed works by the Contractor.

Assignment

The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Procuring Agency.

Name of Contractor: _____

Name of Firm: _____

Signature & Stamp: _____

Date: _____

BOQ SUMMARY			
DETAILED ESTIMATE FOR ANNUAL REPAIR / SPECIAL REPAIR OF METAL INDUSTRIES DEVELOPMENT CENTTRE, ALLAMA IQBAL ROAD, OPP. PSO PUMP, NEAR SHAMA PARWANA CINEMA, SIALKOT.			
Sr.	Description	Unit	Amount
1	Cost of Civil Work	Rs:	
2	Cost of Public Health Work	Rs:	
3	Cost of Electrical Work	Rs:	
4	Deduction Cost of Old Materials	Rs:	
	Total	Rs:	
	Add 16% PRA Tax	Rs:	
	Total Cost	Rs:	

**DETAILED ESTIMATE FOR ANNUAL REPAIR / SPECIAL REPAIR OF
METAL INDUSTRIES DEVELOPMENT CENTTRE, ALLAMA IQBAL ROAD, OPP.
PSO PUMP, NEAR SHAMA PARWANA CINEMA, SIALKOT.**

BOQ

1	CIVIL WORK				
Sr.	Description	Unit	Quantity	Rate	Amount
1	Removing door with chowkat.	P. No	8.00		
2	Removing windows and sky lights with chowkat.	P. No	8.00		
3	Dismantling all type of wire fencing, including rolling wire into bundles and collecting material.	Lft	1105.00		
4	Dismantling cement concrete 1:2:4 plain	%Cft	2317.12		
5	Dismantling glazed or encaustic tiles, etc.	%Sft	248.00		
6	Dismantling 1st class tile roofing.	%Sft	4530.00		
7	Rehandling of earthwork, Up to a lead of 50 ft. (15 m).	%Cft	1494.90		
8	Filling, watering and ramming earth under floors with new earth excavated from outside lead up to one chain (30 m). For every ¼ mile (400 m) additional lead or part thereof, beyond one mile (1.6 Km.) up to 5 mile (8 Km).	%Cft	18743.75		
9	Dry rammed brick or stone ballast, 1½" to 2"(40 mm to 50 mm) gauge.	%Cft	6314.11		

10	Providing and laying topping of cement concrete 1:2:4, including surface finishing and dividing in panels 2"(50 mm) thick.	%Sft	16795		
11	Providing and fixing marble strip of any shade for dividing the mosaic flooring into panels Size 1½" x 3/8" (40 x 10 mm).	Per Rft.	10415		
12	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): Ratio 1: 2: 4	%Cft	8.16		
13	Laying floor of approved coloured glazed tiles ¼ "(6 mm) thick, laid in white cement and pigment on a bed of ¾" (20 mm) thick cement mortar 1:2.	%Sft	48.00		
14	Removing cement or lime plaster.	%Sft	1355.55		
15	Cement plaster 1:4 up to 20' (6.00 m) height, ¾" (20 mm) thick.	%Sft	1155.50		
16	Providing and fixing 24 SWG G.I. sheet rolling shutter, consisting of steel frame of M.S. channel 2"x1¼"x1/8" (50x30x3 mm), angle iron 1½"x1½"x1/8" (40x40x3 mm), M.S. plate 1'x1'x1/8" (300x300x3 mm), G.I. pipe 1½" (37mm) dia, springs 2' (600 mm) center to center, rollers, 24SWG G.I. covering 1 ft. x 1 ft. (300x300 mm), handles, holdfast, and painting three coats, complete in all respects.	P. Sft	240.00		

17	Making and fixing steel grated doors, complete with locking arrangement, angle iron frame 2"x2"x3/8" (50x50x10 mm) and 3/4" (20 mm) square bars 4" (100 mm) center to center.	P. Sft	28.00		
18	Pacca brick work in ground floor cement, sand mortar:-Ratio 1:5	%Cft	3762.75		
19	Removing and providing of fair face Gutka cladding up to required height using special Gutka of size 9"x2 1/4"x2 1/4" i/c cutting Gutka where necessary laying in 1:3 cement sand mortar mixed with red oxide pigment with 1/4" thick joints in nominal filling the gap complete i/c cost of G.I wire 16-swg fixed on stainless steel nail sat every 2'-feet c/c horizontally and in every 4th course vertically of cladding, nails embedded half in the wall and half embedded in cladding complete in all respect and as approved and directed by the engineer in charge.	P.Sft	1500.00		
20	Applying floating coat of cement 1/32" (0.8 mm) thick.	%Sft	8840.00		
21	Cement plaster 1:4 up to 20' (6.00 m) height, 1/2" (20 mm) thick.	%Sft	9668.75		

22	P/F Razor Wire having doubled sharp 4 nos. pointer razor @1-1/4"dia c/c in circular shaped 24"ring @3"c/c fixed with 2 nos. M.S bar1/2"x1/2"square bar welding horizontally, vertically27", clear height and 9"emnedid in plain cement concrete 1:2:4 fixed at site i/c labour & carriage charges i/c painting 3 coats as approved &entire satisfaction of Engineer in charge.	P. Rft	1105.00		
23	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect surface two coats on new surface.	%Sft	6560.00		
24	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect surface two coats on old surface i/c scraping white wash or colour wash.	%Sft	9840.00		
25	Distempering on old surface two coats including scraping ordinary distemper, oil bound distemper.	%Sft	90747.72		

26	Painting old surfaces Painting doors and windows, any type two coats including Brushing and scraping blisters of old paints from wood work and Scraping, brushing and removing old paint from metal surface.	%Sft	4268.00		
27	Glazing with panes (16 oz. to 18 oz.,) including cost of putty.	P.SFT	200.00		
28	Providing and fixing steel windows using M.S. sheet (16 SWG) moulded tubular pipe 1½"x1½" (40x40mm) for frame and 1¼"x1¼" (30x30mm) for leaves including M.S. square bars ¼"x¼" (6x6 mm) welded around each panel of frame, 5 mm thick glass panes fixed with double M.S. square tubular pipe 3/8"x3/8" (10x10mm) (22 SWG) beading with U' shaped rubber lining, brass fitting, holdfast, including painting three coats complete in all respects. For openable panels fixed with wire gauze 24 SWG, 12x12 mesh and glass panes ¼" (6 mm) thick.	P.SFT	96.00		

29	Providing and fixing all types of partly fixed and partly openable glazed anodised bronze colour aluminium doors, using delux section of M/s Al-Cop or Pakistan Cables, having chowkat frame of size 40 x 100 mm (1½" x") and leaf frame of 60x40mm (2½"x1½") wide sections including the cost of ¼" (5 mm) thick imported tinted glass with aluminium triangular gola and rubber gasket to support the glass and leaf edging, using approved standard fittings, locks, 3" (75 mm) wide long handles etc., and hardware any required as approved by the engineer in-charge.	P. Sft	112.00		
30	Providing and fitting all types of glazed aluminium windows of anodised bronze colour partly fixed and partly sliding using delux sections of approved manufacturer having frame size of 100 x 20 mm (4"x¾") and leaf frame sections of 50 x 20 mm (2"x¾"), all of 1.6mm thickness including 5 mm thick imported tinted glass with rubber gasket using approved standard latches, hardware etc., as approved by the Engineer in-charge.	P. Sft	96.00		
31	Raking and washing joints of brick masonry (old work).	%Sft	3025.00		

32	Cement pointing 1:2 flush on floor/roof.	%Sft	3025.00		
33	Repairing of existing Aluminium doors and windows including all accessories.	P. No	11.00		
34	Providing and laying conglomerate flooring (two coat work) with top layer of ½"(13mm) thick wearing surface, consisting of one part of cement and 2 parts of stone chips passing 3/16"(6 mm) sieve, over bottom layer of cement concrete 1:3:6, including surface finishing and dividing in panels, 1¾"(45 mm) thick.	%Sft	5641.88		
35	Single layer of tiles 9"x4½"x1½" (225x113x40 mm) laid over 4"(100 mm) earth and 1" (25 mm) mud plaster without Bhoosa, grouted with cement sand 1:3 on top of RCC roof slab, provided with 34 lbs. per %Sft. or 1.72 Kg/Sq. m bitumen coating sand blinded.	%Sft	4530.00		
36	Khuras on roof 2'x2'x6" (600 x 600 x 150 mm)	P. No	12.00		
				Total	

BOQ**2****PUBLIC HEALTH WORK**

Sr.	Description	Unit	Quantity	Rate	Cost
1	Providing and fitting plastic made low down flushing cistern 13.63 litre (3 gallons) capacity, including bracket set, copper connection, etc. complete.	P.NO	4		
2	Providing and fitting glazed earthen ware water closet, squatter type (Orisa pattern), combined with foot rest.	P.NO	4		
3	Providing and fitting "P" trap 10 cm (4") glazed.	P.NO	4		
4	Providing and fixing chromium plated bib cock 1.5 cm (½")	P.NO	10		
5	Providing and fixing chromium plated stop cock, heavy 1.5 cm (½")	P.NO	10		
6	Providing and fitting, chromium plated or brass oxidized, swan neck cock 15 mm (½") dia. two way	P.NO	4		
7	Providing and fixing, chromium plated towel rail:-60 cm (24") long, and 2 cm (¾") dia.	P.NO	4		
8	Providing and fixing looking glass 55x40 cm (22"x16") size, and 5 mm thick, first quality.	P.NO	4		

9	Providing and fitting glazed earthen ware wash hand basin 56x40 cm (22"x16") including bracket set, waste pipe and waste coupling, etc. white, with pedestal	P.NO	5		
10	Providing and fixing stainless steel sink with drain board, size 120x60 cm (48"x24") including bracket set, waste pipe and waste coupling.	P.NO	2		
11	Providing and fixing chromium plated shower rose 1.5x10 cm (½"x4")	P.NO	2		
12	Providing and fitting glazed earthen ware water closet European type, including double seat and cover bakelite.	P.NO	3		
13	P/L cutting, jointing, testing and disinfecting PPRC pipe any approved firm in bathrooms i/c cost of socket, tees, elbows, bend, cross, union of required size and plug etc. having dia. 25mm.	P.Rft	300		
				TOTAL	

3 BOQ Electrical						
Sr.	MRS Bi Annual (ist Jan. 2021 to 30 june 2021) Ch/item	Description	Qty	Units	Rate	Amount
1	24/3	Supply and erection of pvc pipe for wiring recessed in walls including inspection boxes pull boxes, hooks, cutting jhsrries, and repairing surfaces etc. Complete with in all specials.				
	ii)	25 mm i/d	50	Mtr		
2	24/10(a)	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I pipe/wooden strip batten/wooden casing and capping/G.I. wire/trenches (rate for cables only). 250/440 volts,				
	i)	3/0.74 mm (3/.029)"	270	Mtr		
	ii)	7/0.74 mm (7/.029)"	180	Mtr		
	iii)	7/.91mm (7/.036)"	90	Mtr		
	v)	7/1.12 mm (7/.044)"	90	Mtr		
3	24/17	Supply and erection of M.S. sheet box of 16 SWG, 10 cm (4") deep, with 4.75 mm thick (3/16") bakelite sheet top, for recessed wiring, including making holes for regulators, switches, plugs, etc.				

	iii)	22.5x 10 cm (9x4)"	9	No		
	iii)	20x25 cm (8x10)"	8	No		
4	24/30	S/E of ceiling rose bakelite etc.	4	No		
5	24/31	S/E of switches 5 amp. (piano type)	36	Nos		
6	24/34	S/E of 3/ pin 5 A wall socket	15	Nos		
7	24(35)	S/E of 3/ pin 10/15 A wall socket	10	Nos		
8	NS	Supply and erection of tube rod, 40 watt makes Philips as approved by the engineer in charge at site.	20	Nos		
9	NS	Supply and erection of circuit breaker 15-20 Amps for replacement under the DB make best quality.	10	Nos		
10	24/76 (ii)	Rewinding of AC ceiling fan, capacitor type, including cost of wire, leather paper, cotton tape, soldering etc. (1400 mm (56)" sweep 250-275 RPM.	10	Nos		
11	4/53	Dismantling light, fan and call bell point including casing and capping/strip open type and making good surfaces etc.	50	Nos		
		Total				
12	NS	D/d of dismantled cost old PVC cable in the shape of copper scrap material will be increased or decreased.	15	Kg		
		Net amount				

4	Detail Cost of Old Materials				
Sr.	Description	Qty	Rate	Unit Rate	Amount
1	Old wooden door with chowkat unserviceable recover from item #1	224.00		P. Sft	
2	Old steel windows rusted unserviceable recover from item # 2.	192.00		P. Sft	
3	Old rusted /unserviceable Razor wire / angle iron recover from item # 3	439.00		P. Kg	
4	Old roof tiles recover from item # 6	9649		‰No	
5	Tile bats	227		Cft	
			Total	Rs.	