



# LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance  
1984

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## LAHORE WASTE MANAGEMENT COMPANY

### **BID DOCUMENT**

*for*

**HIRING FOR CIVIL CONTRACTOR FOR CONSTRUCTION OF INFECTIOUS  
STORAGE ROOMS IN 17 TERTIARY CARE HOSPITALS IN LAHORE AND  
DISPOSAL PITS FOR HOSPITAL WASTE AT MEHMOOD BOOTI LAHORE**

**(SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)**

Sep. 2017



# LAHORE WASTE MANAGEMENT COMPANY

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1984

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# LAHORE WASTE MANAGEMENT COMPANY

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## INVITATION TO BID FOR HIRING FOR CIVIL CONTRACTOR FOR CONSTRUCTION OF INFECTIOUS STORAGE ROOMS IN 17 TERTIARY CARE HOSPITALS IN LAHORE AND DISPOSAL PITS FOR HOSPITAL WASTE AT MEHMOOD BOOTI LAHORE

Sealed Bids are invited from Contractors/Firms/Companies registered with Tax Department for **“HIRING FOR CIVIL CONTRACTOR FOR CONSTRUCTION OF INFECTIOUS STORAGE ROOMS IN 17 TERTIARY CARE HOSPITALS IN LAHORE AND DISPOSAL PITS FOR HOSPITAL WASTE AT MEHMOOD BOOTI LAHORE”**.

Bidding Document, in the English language, may be purchased by the interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of Pak Rs. 1,500/- which should be deposited in LWMC bank account No 3531-1, Liberty Branch, Bank of Punjab, Lahore. A pre-bid meeting will be held on **Oct. 4<sup>th</sup> 2017 at 1100 hours**. Bids must be delivered to the address below at or before **Oct 15<sup>th</sup>, 2017 on 1100 hours**. Technical Bids will be opened on the same day at **1130 Hours** in the presence of the Bidders' representatives who choose to attend at the address below.

Bid Documents are immediately available after date of publication. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on LWMC website ([www.lwmc.com.pk](http://www.lwmc.com.pk)).

### General Manager (P & C)

Office No. 4&5, 4<sup>th</sup> Floor, Shaheen Complex, Egerton Road, Lahore

Ph: 092-42- 99205153-55, Fax: +92-42-99205156

Email: [procurement@lwmc.com.pk](mailto:procurement@lwmc.com.pk)



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## INSTRUCTIONS TO BIDDERS & BIDDING DATA

**DRAFT**



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## INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Employer has arranged funds from its own sources.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the requirements as stipulated in Bidding Data.

#### IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### B. BIDDING DOCUMENTS

#### IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
1. Instructions to Bidders & Bidding Data
  2. Forms of Bid & Schedules to Bid
- Schedules to Bid comprise the following:
- (i) Schedule A: Schedule of Prices
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors



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- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact

## 3. Conditions of Contract & Contract Data

### 4. Standard Forms:

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

## 5. Specifications

## 6. Drawings, if any

### **IB.5 Clarification of Bidding Documents**

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

### **IB.6 Amendment of Bidding Documents**

- 6.1 05 days prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.



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## C. PREPARATION OF BIDS

### IB.7 Language of Bid

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

### IB.8 Documents Comprising the Bid

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

- (a) Covering Letter
- (b) Forms of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.14.3.
- (d) Bid Security furnished in accordance with Clause IB.13.
- (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (f) Documentary evidence in accordance with Clause IB.11
- (g) Documentary evidence in accordance with Clause IB.12.

### IB.9 Sufficiency of Bid

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of



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Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

## **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8 & IB.2, 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.

## **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

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

## **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or





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- (c) in the case of a successful bidder, if he fails to:
  - (i) furnish the required Performance Security in accordance with Clause IB.21, or
  - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

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

## **D. SUBMISSION OF BID**

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

- 15.1 Bids must be received by the Employer at the address provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding



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Data will be returned unopened to such bidder.

- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Forms of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

## E. BID OPENING AND EVALUATION

### IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The 'Technical bid' shall be opened by the Purchaser in the presence of the bidder's representatives who choose to attend at the time, date and location specified in Bidding Data. The bidder's representatives who are present shall sign a register evidencing their attendance. The 'Financial Bid' will remain unopened and will be held in custody of the Purchaser until the specified time of their opening.
- 16.2 The bidder's name, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

At the end of the evaluation of the Technical Bids, the Purchaser will invite only those bidders who have submitted substantially responsive Technical Bids, pursuant to Clause 16.4, and who have been determined as being qualified for award to attend the opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be informed in writing by the Purchaser.

The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened.

- 16.3 The Purchaser shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance. Any Bid Price or discount which is not read out and recorded at financial bid opening will not be taken into account in the evaluation of bid.

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



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of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is specified in the Bidding Data. The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

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

(b) Commercial Evaluation

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



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## 16.8 Evaluated Bid Price

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

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

## 16.9 Evaluation Methods

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

- (i) Price Adjustment for Technical Compliance

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

- (ii) Price Adjustment for Commercial Compliance

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

- (iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data



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## **IB.17 Process to be Confidential**

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

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

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

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

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

### **IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the



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bids shall be given promptly to all the bidders.

## **IB.20 Notification of Award & Signing of Contract Agreement**

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

## **IB.21 Performance Security**

- 21.1 The successful bidder shall furnish to the Employer a Performance Security as stipulated in the Conditions of Contract within a period of seven (7) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

## **IB.22 Integrity Pact**

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



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## BIDDING DATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Employer

M/s. Lahore Waste Management Company

#### Brief Description of Works

HIRING FOR CIVIL CONTRACTOR FOR CONSTRUCTION OF INFECTIOUS STORAGE ROOMS IN 17 TERTIARY CARE HOSPITALS IN LAHORE AND DISPOSAL PITS FOR HOSPITAL WASTE AT MEHMOOD BOOTI LAHORE

#### 2.1 The bidder/constructor's Eligibility Criteria:

- (i) Registration with Income Tax Authorities
- (ii) Taxpayers status for the last '3' Years
- (iii) Income Tax Returns for Duration Corresponding with Tax payer Status.
- (iv) Registration with Registrar of Firms (Certified copy of Partnership Deed, along with For C/D OR SECP along with latest certified copy of Form 29 and A
- (v) Registration with PEC in Specific Category of works/ Engineering Consultancy
- (vi) Affidavit on Legal paper that firm is not black listed by any govt. agency/firm
- (vii) Experience of two similar projects/Assignments of (Copy of evidence e.g. Experience Letter, Letter of Appointment etc)
- (viii) Audited Financial Statements for the last 2 years
- (ix) Bank Statement Showing Financial Soundness

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

##### **General Manager (P&C)**

Lahore Waste Management Company,  
Office No. 4, 4<sup>th</sup>. Floor, Shaheen Complex, Egerton Road, Lahore.  
Telephone : 042-99205153, 99205154, Fax: 042-99205156,  
Email : procurement@lwmc.com.pk

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

#### 13.1 Estimated Price

The Estimated price of the Bid is PKR 36,305,310/- (Pak Rupess thirty six million three hundred five thousand three hundred ten only)

#### 13.2 Amount of Bid Security



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Bid security is 2% of Estimated Price in shape of CDR/Bank Guarantee/Demand Draft/Pay Order issued from any schedule bank of Pakistan.

## 14.1 Period of Bid Validity

(90) days

## 14.4 Number of Copies of the Bid to be submitted

One original

## 14.6 (a) Employer's Address for the Purpose of Bid Submission

### General Manager (P&C)

Lahore Waste Management Company,  
Office No. 4&5, 4<sup>th</sup> Floor, Shaheen Complex, Egerton Road, Lahore.  
Telephone : 042-99205153, 99205154, Fax: 042-99205156,  
Email : procurement@lwmc.com.pk

## 15.1 Deadline for Submission of Bids

1100 Hours on Oct. 15<sup>th</sup>, 2017.

## 16.1 Venue, Time, and Date of Bid Opening

### General Manager (P&C)

Lahore Waste Management Company,  
Office No. 4&5, 4<sup>th</sup> Floor, Shaheen Complex, Egerton Road, Lahore.

Time: 1130 Hours

Date: Oct. 15<sup>th</sup>, 2017

## 16.4 Responsiveness of Bids

- (i) meets the Eligibility Criteria specified in Clauses IB-2;
- (ii) the Bid is valid till required period,
- (iii) has been properly signed on the Bid Form;
- (iv) is accompanied by the required Securities and these Securities are valid and in good order;
- (v) meets the requirement set out in Bidding Data sheet;
- (vi) meets the rate and limit of liquidated damages as specified in Bidding Data sheet;
- (vii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (viii) completion period offered is within specified limits,
- (ix) the Bid does not deviate from basic technical requirements and bidder's data submitted with the bid in Schedule B to Bid should meet the major technical





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features/criteria of the Works detailed in the Technical Provisions of this document;

- (x) the Bids are generally in order,
- (xi) conforms to all the terms, conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:
  - a. which affects in any substantial way the scope, quality or performance of the Work; or
  - b. which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the Contract.

## 16.9 Price Adjustment:

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

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 10% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.



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**DRAFT**

**FORMS OF BID AND SCHEDULES TO BID**



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## Form of Technical Bid

Date: .....

Bid Reference No:

.....  
(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB-6);
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of **Ninety (90)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
- (g) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.8 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

.....

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

Date .....

Address .....

.....



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## Form of Financial Bid

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 6;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:  
\_\_\_\_\_  
(Inclusive of all applicable Taxes)
- (c) The discounts offered and the methodology for their application are:  
\_\_\_\_\_
- (d) Our Bid shall be valid for a period of **Ninety (90)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.8 of the Bidding Data Sheet.



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- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

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

Date .....

Address.....

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## SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact

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## SCHEDULE - A TO BID

### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

#### 2. Description

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

#### 3. Units & Abbreviations

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

#### 4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no



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separate payment will be made for those items.

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

4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## 5. Bid Prices

### 5.1 Break-up of Bid Prices

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

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

### 5.2 Total Bid Price

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

## 6. Provisional Sums

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





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## SCHEDULE OF PRICES – SUMMARY OF BID PRICES

### A -BOQ FOR CONSTRUCTION OF 17 YELLOW ROOMS (17 Nos.)

Item No.	Description	Unit	Qty	Unit Rate, (Rs)	Amount, (Rs)
1	Dismantling of Existing Building	Cft	2374.00		
2	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft.	Cft	15039.78		
3	Providing and Laying cement concrete Brick or stone ballast 1½" to 2"(gauge) Ratio 1 : 6 : 12	Cft	5158.64		
4	Pacca brick work in F & P cement, sand mortar, 1:4	Cft	8500.00		
5	Providing and laying damp proof course of cement concrete 1:2: 4(using cement, sand and shingle), including bitumen coating :-	Sft	1307.77		
6	Pacca brick work in ground floor:- Cement sand mortar 1:4	Cft	13026.71		
7	Cement plaster 1 : 4 upto 20 ft. height , 1/2 inch thick	Sft	44994.00		
8	Filling, watering and ramming earth under floors:- i) with surplus earth from foundation, etc.	Cft	15129.00		
9	Borrowpit excavation undressed lead upto 100 ft (30 metre).	Cft	10512.00		
10	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): 1:2:4	Cft	2556.00		
11	Providing floor coat self levelling epoxy of approved shade and finish with minimum 2mm thick after cleaning the surface with grinding the undulations and making the surface free from dirt, dust, oil, grease and loose particles with applying two or more coats of Epoxy base primer. Rate all inclusive of material, labour, transportation and wastages.	Sft	15000.00		



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12	Reinforced cement concrete in roof slab, beams, columns, lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:-(nominal mix 1: 2: 4)	Cft	2890.00		
13	Fabrication of mild steel reinforcement bar cage for R.C.C. bored piles, including cutting, bending, laying in position, welding and fastening, including cost of binding wire and spiral reinforcement which are specifically labour charges for binding of steel reinforcement includes removal of rust from the bars):-	Kg	8872.30		
14	Making and fixing steel grated door with 1/16" thick (1.5mm) sheeting, including angle iron frame 2"x2"x3/8" (50x50x10 mm) and 3/4" (20 mm) square bars 4" (100 mm) centre to centre, with locking arrangement.	Sft	2380.00		
15	Providing and fixing all types of glazed aluminium windows of anodized champagne colour partly fixed and partly sliding using deluxe section of approved manufacturer having frame of size 100mm x 30mm using frame at bottom, at top and side leaf frame sections of 60mm x 23mm at top & bottom and size 45mm x 25mm at center and size 45mm x 25mm at sides, Jali leaf frame size 43mm x 13mm i/c fine quality aluminum jali, 5mm thick imported tinted glass with rubber gasket using approved standard latches, wheel, stopper, brush channel angle joint and hardware etc. complete in all respects.	P.Sft	1088.00		
16	Providing and fixing M.S. flat 1/2"x1/8" (13mm x 3mm) grill including 3/4" x 1/8" (20 mm x 3 mm) M.S. flat frame, in windows of approved design, including painting three coats, complete in all respects.	Sft	1088.00		



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17	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	5256.00		
18	Providing and fixing epoxy sheets on the wall with all respect	Sft	13500.00		
19	Distempering: 3 coats	Sft	15881.00		
20	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: 2 coats	Sft	18750.00		
21	Khassi parnalas in cement, sand mortar 1:2, 12" (300mm) outside width finished smooth with a floating coat of neat cement.	Rft	238.00		
22	Provision for sanitary & sewerage works in room with pipes fitting, complete in all respect.	No.	17.00		
23	Provision for fixing racks of Stainless steel, complete in all respect.	Each	41.00		
<b>Total (Inclusive of Tax)</b>					



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## B-BOQ FOR CONSTRUCTION OF 01 PATHOLOGICAL WASTE CELL 15'x15'x5'

Item No.	Description	Unit	Qty	Unit Rate (Rs.)	Amount
1	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft.	Cft	1500.75		
2	Supplying and filling sand under floor or plugging in well.	Cft	150.08		
3	Providing and laying gravel including washing and screening, with all respect	Cft	250.00		
4	Reinforced cement concrete in roof slab, beams, extra. columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast 3) in situ, complete in all respects:-nominal mix 1:2:4)	Cft	375.00		
5	Fabrication of mild steel reinforcement bar cage for R.C.C. bored piles, including cutting, bending, laying in position, welding and fastening, including cost of binding wire and spiral reinforcement which are specifically labour charges for binding of steel reinforcement includes removal of rust from the bars):-	Kg	1151.25		
6	Providing and fixing collapsible gate made of 2"x2"x1/4" (50x50x6 mm) tee iron at top and bottom, channel iron verticals 3/4"x1/4"x1/4"x1/8" (20x6x6x3 mm) at 3" (75 mm) to 5" (125 mm) centre to centre (approximate) and flat iron crosses 3"x3/16" (75x5 mm), and best quality rollers at bottom of 3" (75 mm) diameter including holdfasts, handles 12" (300 mm) long of 3/4"x1/4"x1/4"x1/8" (20x6x6x3 mm) channel iron, locking arrangement inside and outside, painting 3 coats of black Japan enameled, complete in working order.	Sft	300.00		
<b>Sub Total for 01 waste cell (Inclusive of Tax)</b>					
<b>Total for 02 waste cells (Inclusive of tax)</b>					



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## C - BOQ FOR CONSTRUCTION OF BOUNDARY WALL

Item No.	Description	Unit	Qty	Unit Rate, (Rs)	Amount, (Rs)
	<b>Bounadry Wall = 2134 ft</b>				
1	Excavation of ordinary soil in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m)	Cft	20806.5		
2	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth. (PCC Ratio 1:4:8)	Cft	3467.75		
3	Pacca brick work in foundation and plinth in Cement Sand mortar (Ratio 1:5)	Cft	8401.56		
4	Pacca brick work other than building upto 10ft in Cement Sand mortar (Ratio 1:4)	Cft	9603		
5	Providing and laying 2" thick damp proof course of cement concrete 1:2: 4 (using cement, sand and shingle), including bitumen coating (with 2 coats of bitumen)	Sft	1600.5		
6	Cement pointing struck joints, on walls, upto 20' (6.00 m) height (Ratio 1:3)	Sft	25608.00		
7	Providing and fixing barbed wire fencing on compoundwall, consisting of 1½"x1½"x3/16" (40x40x5 mm), angle iron post ¾ ft. (990 mm) long, 5 to 6 ft. (1500 to 1800 mm) centre to centre, embedded in cement concrete 1:4:8, base of size 9"x9"x12" (225x225x300 mm), and three rows of barbed wire, painting posts, etc. complete in all respect.	Rft	2134.00		



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8	Providing and fixing collapsible gate made of 2"x2"x"1/4" (50x50x6 mm) tee iron at top and bottom, channel iron verticals 3/4"x1/4"x1/4"x1/8" (20x6x6x3 mm) at 3" (75 mm) to 5" (125 mm) centre to centre (approximate) and flat iron crosses 3"x3/16" (75x5 mm), and best quality rollers at bottom of 3" (75 mm) diameter including holdfasts, handles 12" (300 mm) long of 3/4"x1/4"x1/4"x1/8" (20x6x6x3 mm) channel iron, locking arrangement inside and outside, painting 3 coats of black Japan enameled, complete in working order.	Sft	1190.00		
			<b>Total (Inclusive of Tax)</b>		

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## D - BOQ FOR ELECTRIFICATION OF YELLOW ROOM (01 No.)

Item No.	Description	Unit	Qty	Unit Rate, (Rs)	Amount, (Rs)
1	Providing and Installation of all Single Core Wiring (3/.29, 7/.029, 7/.064), conduiting with PVC pipe (3/4"), switch and light plate boxes with switch sockets, ceiling hook boxes, complete in all respect	LS	1.00		
2	Providing and Installation of LED Light 18 Watts of Philips or any Approved brand complete in all respect as directed by Engineer Incharge	Nos.	3.00		
3	Providing and Installation of '56" sweep ceiling fan (Climax, Pak, Millat or equal quality or as approved by the Engineer incharge)	Nos.	2.00		
4	Providing and Installation of AC 1.5 Tons of any Approved Brand, complete in all respect as directed by Engineer Incharge	Nos.	1.00		
5	Providing and Installation of DB Box with Main and other switch circuit breakers complete in all respect as directed by Engineer Incharge	Nos.	1.00		
6	Providing and Installation of Bracket Fan (18") of any Approved Brand complete in all respect as directed by Engineer Incharge	Nos.	2.00		
<b>Sub Total (Inclusive of Taxes) for 1 Installation</b>					
<b>Total (Inclusive of Taxes) for 17 Installations</b>					



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## SUMMARY OF BID PRICES:

Sr. No.	Description	Amount (PKR)
1	Civil Cost for Construction of Yellow Rooms (17 Nos.)	
4	Construction of Pathological Waste Cells (02 Nos.)	
3	Construction of Boundary Wall	
2	Electrification For 17 Rooms	
	<b>Total</b>	

Total amount Rs: (A+B+C+D)

Amount in Words:-----

Signature of bidder:-----





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## SCHEDULE - B TO BID

### SPECIFIC WORKS DATA

#### 1. Scope of Work:

The major scope of work is as under;

- Preliminary Survey and Shop Drawings Preparation,
- Demolition (as required) of existing yellow rooms,
- Construction of data entry room,
- Construction of weighing room,
- Construction of storage room,
- Installation of new Air conditioners (1.5 TR) in all infectious rooms,
- Construction of two (2nos.) specialized disposal pits/ cells each having dimensions of 16ft x 16ft x 5ft with equal compartments having partition walls in between at Mehmood Booti.

#### a. Preliminary Survey and Shop Drawings Preparation:

Contractor is required to perform the survey at his own expenses. The survey shall be carried out such that it covers the site and adjacent areas in coordination with the Engineer in charge, once prior to commencement of the construction activities.

Contractor is required to prepare and get approved from the Engineer in-charge detailed working drawings/ shop drawings before commencement of work. Contractor is required to provide all necessary details as per actual site conditions.

The task shall include the submission of drawings in hard copy (3 copies) and also in soft-copy AutoCAD 2010 Format.

**Contractor is also required to provide Detailed Activity Plan for Project Execution.**



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## **b. Demolition of existing infectious rooms:**

The contractor shall carry out the demolition works of existing infectious waste storage facilities under the direction of The Engineer, keeping in view strict compliance to the safety measures. The execution of this task should be carefully carried out without damaging adjacent structures and facilities. Debris should be immediately removed without creating any hindrance to the operations of the Hospitals.

## **c. Construction of Data Entry Room, Weighing Room and Infectious waste storage Room:**

The main tentative activities shall include;

- Excavation
- Brick Work
- Plastering Work
- Epoxy Sheets
- Electrical Works
- Plumbing Works
- Installation of ACs (1.5 TR)

## **2. Preliminary Works**

Preliminary Works include tasks described below:

### **Setting out the site**

The contractor shall in co-operation with the Engineer in charge set out the designated area of the total site to be used. The points marking the lines of the site shall be secured and kept intact during the construction period.

The boundary of the site will be presented on drawing made by contractor. The working area shall be set-out by a surveyor (by the contractor) and approved by the Engineer in charge.

### **Clearance of the Site**

Existing rooms, wastage, structures, trees, tree stumps and bushes inside the hospital and site



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boundaries shall be uprooted and removed before commencement of the work.

## Supply of Utilities

The Contractor will arrange.

## Detailed designs and drawings

General layout of infectious room is attached with this document as Annexure-A

All necessary detailed designs shall be performed by the contractor and submitted to the engineer in charge for approval. The contractor shall further obtain all relevant approvals and permits from local authorities etc if applicable. All detailed designs shall comply with relevant local legislation and regulations, directives and shall be prepared according to the specifications and requirements given in design submitted.

The contractor shall prepare and submit drawings to the Engineer in charge for approval within 05 days of the commencement date (04 copies of drawings)

## Monitoring and Assessment

The contractor will ensure that all materials utilized are new, unused and of the most recent or current models and incorporate all recent improvements.

The contractor shall monitor and maintain the site after completion of works, during the defects notification period of at least 06 months. Maintenance and monitoring shall in general cover the whole site.

## Health and Safety Risk Assessment

It is the responsibility of the contractor primarily. Before commencing the activities on site, a Health and Safety Risk Assessment shall be submitted to the Engineer in charge and all practices will be ensured to be risk free. The Contractor will immediately report to Employer in case of any incident.

The Contractor will ensure no loss and no damage to hospital in any means.

## Project Implementation

All design, facilities, materials and workmanship shall comply with the requirements of the approved design and specifications.



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## SCHEDULE – E TO BID

### METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



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## SCHEDULE – F TO BID

### (INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]



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**CONDITIONS OF CONTRACT**



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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

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

1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.



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## Money and Payments

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

## Other Definitions

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

## 1.2 Interpretation

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





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## 1.3 **Priority of Documents**

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

## 1.4 **Law**

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

## 1.5 **Communications**

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

## 1.6 **Statutory Obligations**

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

## 2. **THE EMPLOYER**

### 2.1 **Provision of Site**

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

### 2.2 **Permits etc.**

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

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

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

### 2.4 **Approvals**

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

## 3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

### 3.1 **Authorized Person**



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

## 3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

## 4. THE CONTRACTOR

### 4.1 General Obligations

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

### 4.2 Contractor's Representative

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

### 4.3 Subcontracting

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

### 4.4 Performance Security

The Contractor shall furnish to the Employer within seven (7) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data. The Performance security will be returned to the contractor along with issuance of project completion certificate which will be issued by the Employer.



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## 5. DESIGN BY CONTRACTOR

### 5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him within seven (7) days of receipt. The Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within seven (7) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

### 5.2 Responsibility for Design

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

## 6. EMPLOYER'S RISKS

### 6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active



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toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works within fourteen (14) days from the date of receipt of Engineer's notice to commence which shall be issued within fourteen (14) days after signing of contract agreement and shall proceed expeditiously and without delay. The Employer/Engineer will handover the sites to the contractor within seven (07) days after signing of contract agreement. The contractor shall complete the sites within 45 days maximum after the Employer has handedover the sites to contractor, subject to Sub-Clause 7.3 below, within the Time for Completion.

### 7.2 Programme

The Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data within seven (7) days from the date of receipt of letter of acceptance.

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the



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

the Employer shall extend the Time for Completion as determined.

## 7.4 **Late Completion/Amount of Liquidated Damages**

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

Penalty for delay will be 0.04% for each day of delay in completion of the works subject to maximum of 10% of contract price as stated in Letter of Acceptance

## 8. **TAKING-OVER**

### 8.1 **Completion**

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

### 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects/Defects Liability Period**

The Contractor shall for a period of Six (6) months from the date of issue of Take over Certificate, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.



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

## 9.2 **Uncovering and Testing**

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

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- (c) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Early Warning**



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

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

#### 10.4. **Valuation of Claims**

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

#### 10.5 **Variation and Claim Procedure**

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

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, be paid by the Employer to the Contractor within 10 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 30 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

#### (b) **Valuation of the Works**



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The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

## 11.2 Weekly Statements

The Contractor shall be entitled to be paid at submission of each IPC.

The Contractor shall submit each week to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

## 11.3 Interim Payments

Within a period not exceeding ten (10) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data. Interim payment request should not be less than two (2) Million Rs.

## 11.4 Retention Money

The Employer will deduct Retention money at the rate of 10% of each interim payment certificate. Retention money shall be paid by the Employer to the Contractor within ten (10) days after either the expiry of the defects liability period stated in the Contract Data, or the remedying of notified defects, all as referred to in Sub-Clause 9.1, which ever is the later.

## 11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

## 11.6 Currency

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

## 12. DEFAULT

### 12.1 Default by Contractor





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

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

## 12.2 Default by Employer

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

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

## 12.3 Insolvency

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

## 12.4 Payment upon Termination

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

- (d) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and



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

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

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

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

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

### 13.2 Force Majeure

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

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

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

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

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

## 14. INSURANCE



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## 14.1 Arrangements

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

## 14.2 Default

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

## 15. RESOLUTION OF DISPUTES

### 15.1 Engineer's Decision

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

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

### 15.2 Notice of Dissatisfaction

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



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## 15.3 Arbitration

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

## 16 INTEGRITY PACT

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

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

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



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## SPECIAL STIPULATIONS CONTRACT

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

	Clauses of Conditions of Contract	
Employer's Drawings, if any	1.1.3	Annexure A
The Employer	1.1.4	Lahore Waste Management Company
Commencement Date	1.1.7	The date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
Time for Completion	1.1.9	The Employer/Engineer will handover the sites to the contractor within seven (7) days after signing of contract agreement. The contractor shall complete the sites within 45 days maximum after the Employer has handedover the sites to contractor.
Engineer	1.1.20	Nominated by the Employer
Documents forming the Contract listed in the order of priority:	1.3	(a) The Contract Agreement (b) Letter of Acceptance (c) The completed Forms of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) _____ (j) _____
Name and address of Engineer's/Employer's representative	3.2	Nominated by the Employer



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Performance Security	4.4	Amount: 10% of contract price To be released after 28 days upon issuance of Job completion certificate issued by the employer
Requirements for Contractor's design (if any)	5.1	Shop Drawings, Detailed Activity Plan
Time for furnishing work plan/programme	7.2	Within 7 days from the date of receipt of Letter of Acceptance
Amount payable due to failure to complete/Liquidated Damages	7.4	0.04% for each day of delay in completion of the works subject to maximum of 10% of contract price as stated in Letter of Acceptance
Defects Liability Period (DLP)	9.1	Six (6) Months from Taking over certificate
Terms of Payments	11.1 (a)	<p>Payment of Contract Price shall be made in the following manners:</p> <p>The Contractor shall submit interim payment certificate of two (2) million Rs. or above to the Engineer/ Employer.</p> <p>i) Within a period not exceeding five (5) days from the date of submission of a statement for interim payment by the Contractor, the Engineer/Employer shall verify the same and within a period not exceeding ten (10) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer.</p> <p>ii) Within fourteen (14) days from the date of issuance of the Completion Certificate, the Contractor shall submit a Final Bill to the Engineer. The Engineer shall determine the amount and certify the same within fourteen (14) days from the date of submission and forward to the Employer together with any documentation reasonably required to enable</p>



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		the Employer to ascertain the final contract value.  iii) Ten percent (10%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.
Minimum amount of interim payment certificate (Running Bills)	11.3	Two Million rupees
Retention Money	11.4	Percentage of retention money is 10% and will be completely paid after expiry of defects liability period
Currency of payment	11.6	Pak. Rupees
Place of Arbitration	15.3	Lahore

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## STANDARD FORMS

1. FORM OF BID SECURITY
2. FORM OF PERFORMANCE SECURITY
3. FORM OF CONTRACT AGREEMENT





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## FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

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

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

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

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses



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IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

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

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

2. Name \_\_\_\_\_

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

3. Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

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



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## FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

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

Name of Principal (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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition



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

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

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

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

Witness:

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

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

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Guarantor (Bank)

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

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

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



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AGREEMENT No. LWMC/

Dated: -----

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the “Employer”) of the one part and \_\_\_\_\_ (hereinafter 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 witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Forms of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
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 within 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**DRAFT**



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## Annexure – A (Proposed layout of room)

