

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**FACE LIFTING / LAND SCAPING WORK (HARD & SOFT) IN**

**FRONT AREA OF**

**KMU PESHAWAR**

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# **INVITATION FOR BIDS**

## INVITATION FOR BIDS

**Date:** \_\_\_\_\_  
**Bid Reference No.:** \_\_\_\_\_

1. The Procuring Agency, Khyber Medical University invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the relevant *category* with the Procuring Agency for the Works, **Face lifting / Land Scaping (Hard & Soft) in front area at KMU Peshawar**, which will be completed in 90 days.
2. A complete set of Bidding Documents may be downloaded free of cost from the official website of KMU ([www.kmu.edu.pk/tenders](http://www.kmu.edu.pk/tenders))
3. All bids must be accompanied by a Bid Security in the amount of **02%** percentage of bid price in the form of (*pay order / demand draft*) and must be delivered to **Project Director, KMU, Phase-V Hayatabad, Peshawar** at or before 29/11/2017, at 10:30 AM. Bids will be opened at 29/11/2017, 11:00 AM hours on the same day in the presence of bidders,, representatives, the same address.

**INSTRUCTIONS  
TO BIDDERS**

**&**

**BIDDING DATA**

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## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

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

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (Khyber Medical University), wishes to invite bids for the Works summarized in the Bidding Data 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 Procuring Agency has arranged funds from KMU which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

##### **2.1 Bidding is open to all firms and persons meeting the following requirements:**

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.
- b) The bidder should provide the documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 5 years;
  - (iii) construction equipments;
  - (iv) qualification and experience of technical personnel and key site management;
  - (v) financial statement of last 3 years;
  - (vi) Information regarding litigations and abandoned works if any.

### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency 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, the 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. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
  - (2.i) Schedule A: Bill of Quantities (BOQ).
  - (2.ii) Schedule B: Specific Works Data
  - (2.iii) Schedule C: Proposed Programme of Works
  - (2.iv) Schedule D: Method of Performing Works
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (4.i) Form of Bid Security,
  - (4.ii) Form of Performance Security;
5. Specifications
6. Drawings,

### **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/Procuring Agency at the Engineer,,s/Procuring Agency,,s address indicated in the Bidding Data.

5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such

quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid .

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

**6.1** At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested 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 Procuring Agency.



**6.3** To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

**7.1** All documents relating to the Bid shall be in the language specified in the Contract Data.

### **IB.8 Documents Comprising the Bid**

**8.1** The Bid submitted by the bidder shall comprise the following:

- (a) Offer /Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
- (c) Schedules (A to D), to Bid duly filled and initialled, in accordance with the instructions contained therein & in accordance with IB.14.3.
- (d) Bid Security furnished in accordance with IB.13.
- (e) Documentary evidence in accordance with IB.2(c) & IB.11
- (f) Documentary evidence in accordance with 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 premium on the rates of MRS 2017 / rates and prices quoted/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 Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees 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 variation on any account.

**10.3** Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

**IB.11 Documents Establishing Bidder's Eligibility and Qualification**

**11.1** Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility and its qualifications to perform the Contract if its bid is accepted.

**11.2** Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

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

**12.1** The documentary evidence of the Works may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

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

### **IB.13 Bid Security/Earnest Money**

13.1 Each bidder shall furnish, as part of his bid, a Bid Security/Earnest money as 2% of bid price in Pak. Rupees in the form of *Deposit at Call deposit/ Payee's order/Demand Draft* issued by a Scheduled Bank in Peshawar, Pakistan in favour of the **VC KMU** 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/earnest money shall be rejected, as non-responsive.

13.3 The bid securities/earnest money 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/Earnest money of the successful bidder will be returned on the successful completion of the work or when the bidder furnish the required Performance Security, and signed the Contract Agreement.

13.5 The Bid Security/Earnest Money 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
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

### **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 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The Request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects.

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form 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.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 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 initialized and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person at the address to Procuring Agency 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 Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

15.2 The inner and outer envelopes shall

- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- (d) In addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.

15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

15.7 The bidding procedure will be single stage two envelope

**15.7 Open tendering post-qualification of contractors.**(1) In case of contracts costing between Rs. 2.5 million to Rs. 45 million, the procuring entity may choose to call for bids with the condition of post-qualification provided in the bidding documents.

15.8 The post-qualification criteria provided in the bidding documents shall be based on the evaluation of technical and financial worth i.e. works executed, indicating value of works, list of technical and other staff, plant or equipment along with the make and financial capacity.

e15.9 Bidding documents shall be made available to all interested bidders.

15.10 The qualification of the lowest evaluated responsive bidders shall be checked to ensure whether or not the bidder is qualified to perform the works.

15.11 If the lowest evaluated responsive bidder is not found to be qualified on all the post-qualification criteria provided in the bidding documents, its bid shall be rejected.

15.12 Credentials of the next lowest evaluated responsive bidders shall then be checked against all of the post-qualification criteria provided in the bidding documents, and the contract shall be awarded to the lowest evaluated responsive qualified bidder.

## E. **BID OPENING AND EVALUATION**

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

- The Procuring Agency will open the bids, in the presence of bidders,,
- 16.1 representation who choose to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder,,s name, Bid Prices, any discount, the presence or absence of Bid
- 16.2 Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency 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 of the Bid shall be sought, offered or permitted
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (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 Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency 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 (**major deviation**) may be waived by Procuring Agency.

16.7 provided such waiver does not prejudice or affect the relative ranking of any other bidders.

Technical bid Evaluation:

(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) Financial 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.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Entity 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 Procuring Entity).
- (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, 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/Procuring Entity.

- (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/Procuring Entity 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

**(A). Major (material) Deviations include:-**

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

**16.8** The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to 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 IB.16.8 herein below.

**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 bidding Schedule B with to Bid will be the 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.

**16.9** Making any correction for arithmetic errors pursuant to IB.16.4 hereof.



- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

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

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency 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 Procuring Agency. The evaluation result shall be announced at least seven (07) 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/Procuring Agency 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 to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in “**Corrupt Fraudulent and Practices**” means either one or any combination of the practices given below;

- (i) **Coercive— Practice** means any impairing or harming, harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

- (ii) **Collusive— Practicel** means any arrangement s between to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain; (iii) “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; (iv) **Fraudulent— Practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “**Obstructive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## F. AWARD OF CONTRACT

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

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *Prima facie* evidence of any defect in contractor 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 therefore 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 tech  
It will be based upon an examination of the documentary evidence of the bidders,, qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

### **IB.19 Award Criteria & Procuring Agency's Right**

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has 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 the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency 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 Procuring Agency,,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 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 Procuring Agency, the Procuring Agency will notify the successful bidder in writing "Letter of Acceptance" that this bid has been accepted.
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency 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 Procuring Agency and the successful bidder duly stamped in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

## **IB.21 Performance Security**

21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen

(14) 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.

21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, the results of the bidding process, and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements.

## BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders

#### Clause Reference

##### 1.1 Name of Procuring Agency

Khyber Medical University

##### Brief Description of Works

Face lifting / Land scaping (Hard & Soft) in front area at KMU Peshawar.

##### 5.1 (a) Procuring Agency's address:

Project Director Office, Khyber Medical University, Hayatabad  
Phase-V, Peshawar.

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (*Insert required capabilities and documents*)

i. Financial capacity:

ii. Technical capacity: (*mention the appropriate category of registration with PEC and qualification and experience of the staff*);

iii. Construction Capacity: (*mention the names and number of equipments required for the work*).

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

**13.1 Amount of Bid Security**

2% of the Bid Cost

**14.1 Period of Bid Validity**

3

Forty-five Days

**14.4 Number of Copies of the Bid to be submitted:**

One original plus one copy.

**14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission**

Project Director, KMU.

**15.1 Deadline for Submission of Bids**

Time: 10:30 am on \_29/11/2017\_\_\_\_\_.

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

Venue: Office of Treasurer, KMU.

Time: 11:00 AM Date:\_\_\_\_\_ 29/11/2017\_\_\_\_\_

**16.4 Responsiveness of Bids**

- (i) Bid is valid till required period,
- \*(ii) Bid prices are firm during currency of contract ;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

**Fixed Price contract:** No escalation will be provided during currency of the contract, as period of completion of the work is less than 12 months.

# **FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**  
(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

**Face lifting / Land Scaping (Hard & Soft) in front area at KMU, Peshawar**

\_\_\_\_\_  
(Name of Works)

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.  
\_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_  
\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_  
\_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

- referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
  9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20 Signature \_\_\_\_\_

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

\_\_\_\_\_  
*(Name of Bidder in Block Capitals)*

*(Seal)*

Address

---

---

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Witness:

(Signature) \_\_\_\_\_

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

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 Program of Works
- Schedule E to Bid: Method of Performing Works

**SCHEDULE –A TO BID**  
**SCHEDULE OF PRICES**

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices.....	24
2.	Schedule of Prices.....	26
	(a) Summary of Bid Prices	
	(b) Bill of Quantities (BOQ)	

**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 Systeme Internationale d' Unites (SI Units) and FPS.

**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 premium, 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

## **SCHEDULE - A TO BID**

No items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

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

4.5 The bidder shall be deemed to have obtained all information as to and

all requirements related thereto which may affect the bid price.

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 Procuring Agency 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.

### **6. Provisional Sums and Day work**

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/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

### **7. Addition to the preamble**

7.1 The items mentioned in the Bill of Quantities /Engineer's estimate consist of furnishing all plant, labor, equipment, machinery, appliances, materials, fittings, fixtures and fabrications, erection, installation required for completing the items/ works and the work shall be done in accordance with bill of quantities/Engineer's estimate, specifications and drawings complete in all respects.

7.2 The specification section which is a whole or part (depending upon Engineer's discretion) of these specifications is to be followed during execution of item of work in accordance with applicable drawings.

7.3 Complete description of items of work in bill of quantities/Engineer's estimate, general directions, conditions and limitations of work, location and place of work applicable methods, means to be adopted, type and quality of materials, use of tools, plant and machinery are not necessarily mentioned in the description column of bill of quantities / Engineer's estimate. These shall be referred to in accordance with specifications and drawings.

7.4 The tendered may ensure himself for the correctness of quantities and application of the individual items for work as per drawing specifications and contract documents.

7.5 The quantities contained in the bill of quantities/ Engineer's estimate are approximate estimated quantities and liable to be changed (increase/decrease) or omitted when the work will be actually executed. The Engineer is authorized to delete any item of work or vary quantities of any item of bill of quantities/Engineer's estimate. The Engineer is also authorized to include any number of new items in accordance with contract conditions.

7.6 No claim for the payment will be admissible on account of anticipated profit or variation in overhead expenditures for the works not actually performed nor will any adjustment in the unit rates set forth in bill of quantities/Engineer's estimate be made because of any increase or any decrease in the quantities indicated therein.

7.7 The prices and rates quoted in the bill of quantities/Engineer's estimate are full inclusive value of the works described under specified items including all cost and expenses which may be required in and for the construction of works described together with all risks, liabilities and obligations set forth and implied in all the documents referred to on which the tender is based.

7.8 Unless otherwise stated in the text of bill of quantities/Engineer's estimate the quantities have to be measured and paid in accordance with measurements and payment of works clauses given in the relevant specifications or in accordance with implied meanings of the specifications any special method of measurement base as stated in text of Engineer's estimate is limited to the concerned item only.

7.9 The tenderer shall quote % above or below on the total amount put to tender by the employer and given in the total summary of the Engineer's estimate. However, it must be noted that no premium above on non-scheduled items and Engineer's estimates put to tender shall be allowed. The bidder may quote premium below Engineer's estimate given in the tender.

7.10 The tenderer shall not make any additions or alterations in the tender document. Tenders with additions or alterations shall be liable for rejection.

7.11 Any item mentioned in bill of quantities/Engineer's estimate or specifications but not shown on the drawings or shown on the drawings but not mentioned in the bill of quantities/Engineer's estimate or specifications shall be like effect as it has been shown and mentioned in these documents.

7.12 bill of quantities/Engineer's estimate shall be read in conjunction with conditions of contract, technical specifications and drawings and in case of any contradiction, Engineer's decision shall be final.

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES –SUMMARY OF BID PRICES**

<b>Bill No.</b>	<b>Description</b>	<b>Total Amount (Rs)</b>
	Face lifting / Land scaping (Hard & Soft) in front area at KMU, Peshawar	

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

# Khyber Medical University Peshawar

Face lifting / Land scaping ( Hard & Soft) in front area at KMU Peshawar

As per Market Rate Schedule (MRS) 2017

<b>A= Scheduled items</b>		
S.NO	Description	Total amount (RS)
	Scheduled items	<b>1,829,180</b>
A	SUB Total –A Add premium =above /below/at par _____%	
Total -A		

<b>B= Non-scheduled Items</b>		
Sr. No	Description	Total Amount (Rs)
B	Non-scheduled item	<b>2017500</b>
	Sub- total –B _____%( below on non-scheduled item)	
Total-B		

C	Total cost of works =A+B Total cost of work in words RS	
---	--	--

Total cost of work = (A+B) = \_\_\_\_\_ + \_\_\_\_\_ = \_\_\_\_\_

Total cost of works in words Rs = \_\_\_\_\_

\_\_\_\_\_

Contractor's signature and seal For Khyber Medical University, Peshawar 32



A: Schedule Items (MRS-2017)

S#	MRS-2017 Item	Description	Unit	Qty	Rate	Amount (Rs)
1	03-08-d	Excavation in open cut upto 1.5 m -3m for green belt	1000Cft	11.588	12,600	146009
2	03-06-b	Earth fill in lawn including dressing & compacting with suitable earth borrowed.	1000 Cft	11.000	5006.25	55069
3	26-14	Supplying manure	Card load	5	43308.93	216545
4	16-63-a	Providing and fixing Kerb stone 12" x 18" x6" in CS 1:3	100 Rft	6.70	20479.22	137211
5	06-05-f	Plain cement concrete 1:2:4 1/c compaction	100 Cft	2.40	20551.96	49325
6	10-45	P/F Precast concrete 7000 psi taff tile over of 2" thick sand '4' thick brick blast camp	100 Sft	111.000	10121.85	1123,525
7	13.38-a + 13.38-b	Painting of Kerb stone (weather shield)	100 Sft	19.75	2472.81	48838
8	14.38	Providing / fixing R.C.C 4" dia PVC PC (R.C.C)	Rft	120	438.82	52658
<b>Total</b>						<b>1829180</b>

B: Non-Schedule Items

S#	Description	Pot Size	Unit	Qty	Rate	Amount (Rs)
1	Supplying / planting including transportation labor and mortality complete in all respect	Imp	No			
A	Cage Ficus	Imp	No	9	30000	270,000
B	Dianella Tasmanica ver. (Ires)	10''	No	1000	150	150000
C	Phoenix robelenii	24''	No	15	6000	90000
D	Iresine herbstii	Plastic bag	No	10000	12	120000
E	Juniper Ver	10''	No	500	125	62500
F	Ficus Golden	14''	No	300	350	105000
G	Alpenia Var (Elachi)	10''	No	200	225	45000
H	Carissa Macrocarpa (Dwarf karonda)	10''	No	500	150	75000
I	Ficus Starlight /white	14''	No	600	400	240000
J	Ficus Black	14''	No	300	350	105000
K	Tabernaemontana divericata ver.	10''	No	100	150	15000
L	Murraya chinensis	10''	No	500	85	42500
M	Euphorbia milli mix	10''	No	1000	95	95000
N	Dracena victoria	10''	No	1000	225	225000
O	Agave angustifolia var Variegated. (Farcaria)	18''	No	10	4500	45000
P	Leucophyllum frutescens (Silvery bush)	14''	No	100	275	27500
Q	Phalaris arundinacea 'picta (Ribbon grass)	Plastic bag	No	900	180	162000
R	Grass fine Dhaka I Slabs	Sft	No	6000	18	108000
2	Man hole size 1 ½ + 1 ½ with steel gritting	No	No	10	3500	35000
<b>Total</b>					<b>Rs. 2017500</b>	

**SCHEDULE - B TO BID**

**\*SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)

\*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

## **SCHEDULE –C TO BID**

### **PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

## **SCHEDULE –D 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 construction and plant erection, 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.

## **CONDITIONS OF CONTRACT**

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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 Agreement and the other documents listed in the Contract Data.

**1.1.2** —Specifications means the document as listed in the contract data, including Procuring Agency,,s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

**1.1.3** —Drawing Procuring means Agency,,s the drawings of the Work as listed in the Contract Data, and any Variation to such drawings.

#### **Persons**

**1.1.4** —Procuring Agency means the person named the legal in the 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 legal successors in title to this person, but not (except with the consent of the Procuring agency assignee.

**1.1.6** —Party means Procuring either Agency or Contractor

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

**1.1.7** —Commencement Date fourteen means (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 –Caluse 7.3) calculated from commencement date.

#### **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** Conctracor,,s Equipment means all machinery 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** Procuring Agency,,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** Plants means the machinery and apparat the Works.

**1.1.17** Site means the places provided by the Procuring Agency 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/Procuring Agency under Sub-Clause 10.1..

**1.1.18** Engineer means the person notified by the Procuring Agency 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.

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 PROCURING AGENCY**

#### 2.1 **Provision of Site**

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

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

#### 2.2 **Permits etc.**

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

#### 2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, 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/Procuring Agency shall affect the Contractor's obligation

### **3. ENGINEER/PROCURING AGENCY'S REPRESENTATIVES**

#### 3.1 **Authorised Person**

The Procuring Agency 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 Procuring Agency 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/Procuring Agency's Representative**

The name and address Procuring Agency of Engineer Representative, s/ in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, 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

#### 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 Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. 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 Procuring Agency 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 Procuring Agency.

#### **4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee,,s/BankorderDraft Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

### **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/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency 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 fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency 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 bided 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/Procuring Agency shall be responsible for the Specifications and Drawings.

### **6. PROCURING AGENCY'S RISKS**

#### **6.1 The Procuring Agency's Risks**

The Procuring Agency,,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 per 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 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 Procuring Agency 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 Procuring Agency,,s personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the

Contractor,,s;and failure

- 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 Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### 7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

### 7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/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 Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

### 7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor,,s only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works

## 8. TAKING-OVER

### 8.1 Completion

The Contractor may notify the Engineer/Procuring Agency 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 Procuring Agency/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. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, 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 Procuring Agency/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 Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

### 9.2 **Uncovering and Testing**

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency 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

## 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

## 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency 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/Procuring Agency being unable to keep all relevant records or not taking steps to minimise 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..

## 10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency,,s Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency,,s Risk, it is necessary to cha with as a Variation subject to Contract Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

## 10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown 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/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency 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 , subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency 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.

### (b) Valuation of the Works

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

### 11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

### **11.3 Interim Payments**

Within a period not exceeding seven (07) 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 (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

### **11.4 Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever 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 Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency 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 Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency 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 Procuring Agency's notice, Procuring the Agency 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

second notice, to be used for the completion of the Works at the risk and cost of the Contractor.



## **12.2 Defaults by Procuring Agency**

If the Procuring Agency 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 Procuring Agency'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 Procuring Agency'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 demobilise 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 demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency 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:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency 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
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation 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 Procuring Agency,,s/Engineer,,s issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. 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 Procuring Agency,,s Risks, the Contractor shall indemnify the Procuring Agency, 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/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency 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:

- a) 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 Procuring Agency is entitled.

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

## **14. INSURANCE**

### **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 (e) and (i) of the Procuring Agency,,s Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency (Superintending Engineer) 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 Procuring Agency (Superintending Engineer) 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 of consultant 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.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### **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.

## CONTRACT DATA

*(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)*

### **Sub-Clauses of Conditions of Contract**

1.1.3 Procuring Agency,,s Drawings,

**1.1.4 The Procuring Agency** means  
Khyber Medical University

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**1.1.5 The Contractor** means  
The Firm/Agency who execute the work

1.1.7 **Commencement Date** means 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.

**1.1.9 Time for Completion: Ninety (90) days**

**1.3 Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form 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) \_\_\_\_\_

**2.1 Provision of Site:** On the Commencement Date

**3.1 Authorized person:** Project Director, KMU.

**3.2 Name and address of Engineer's/Procuring of Agency representative**

Engr. Noor Shah Jehan Khattak, Project Manager, KMU, Phase-V, Hayatabad, Peshawar

**4.1 Performance Security:**

Amount (2% of the Bid Cost)

Validity (90 days /Satisfactory Completion of Project)

**5.1 Programme:**

**Time for submission:** Within fourteen (14) days\* of the Commencement Date.

**Form of programme:** Bar Chart

5.1.1 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

**9.1 Period for remedying defects**

Six Months

**11.1 Terms of Payments**

(a) Interim payments: The Contractor shall submit to the Engineer bill/ Statement of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money to be recovered from the bill submitted by contractor.

**11.2 (a) Valuation of the Works:**

i) Re-measurement with estimated/bid quantities in the Schedule of Prices

ii) Cost reimbursable: as per rates in BOQ

**11.3**  
**retention\*:**

**Percentage of**  
*Eight (8%)*

**11.6** **Currency of payment:** Pak. Rupees

## **STANDARD FORMS**

*N.A*

**FORM OF BID SECURITY**

(Bank Guarantee)

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

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

(Letter by the Guarantor to the Procuring Entity)

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 “Procuring Entity”) 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 Procuring Entity; and

WHEREAS, the Procuring Entity has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Entity, 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 IB-20.2 & 20.3 of Instructions to Bidders,

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

PROVIDED ALSO THAT the Procuring Entity 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 Procuring Entity 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)

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

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

(Letter by the Guarantor to the Procuring Entity)

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 Procuring Entity) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Entity, 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 Procuring Entity'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 Procuring Entity, 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 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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity without delay upon the Procuring Entity's first written demand without cavil or arguments and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Entity'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 Procuring Entity's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Entity 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 Procuring Entity 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.

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Procuring Entity") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Entity 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 Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this 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 Procuring Entity

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

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

(Letter by the Guarantor to the Procuring Entity)

WHEREAS the \_\_\_\_\_ (hereinafter called the Procuring Entity) has entered into a Contract for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Particulars of Contract), with \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Contractor).

AND WHEREAS the Procuring Entity has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Entity has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Entity agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Entity for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Entity shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Entity to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or e-mail.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

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

Witness:

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

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

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

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

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

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

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

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

## **SPECIFICATIONS**

### **[Note for Preparing the Specifications**

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]



## **DRAWINGS**