

BID DOCUMENTS FOR MESS CONTRACTOR

PUBLIC SCHOOL GADAP

(Managed by Sindh graduates Association)



TENDER DOCUMENT

Name of Bidder and seal

Bidding Amount

Authorized Signature

Main Road Gadap, Off Super High Way, Karachi, Phone 021-34480297
Email: psg.khi@live.com



Public School Gadap, Karachi.

(MANAGED BY SINDH GRADUATES ASSOCIATION)

22 Km, Off Super Highway, Main Gadap Town Road, Gadap, Karachi.
Ph: 021 - 34480290 to. 98, Fax: 0213-2743527, www.psg.edu.pk, psgadap@gmail.com

Notification

No.PSG/Adm/062/2016. In pursuance of decision of BoG, PSG taken in the BoG meeting held on February, 20, 2016. This is to notify that the Chairman, BoG - PSG is pleased to constitute Procurement Committee comprising of following members with immediate effect under SPPRA Rules for the whole financial year 2016-2017.

- | | |
|-------------------------------|------------------|
| i. Mr. Abdul Rehman Siyal | Convener |
| ii. Mr. Ghulam Hussain Baloch | Member |
| iii. Prof. Kumar M. Dembani | Member |
| iv. Principal, PSG | Member/Secretary |
| v. Bursar, PSG | Member |

Functions and Responsibilities

1. Preparing bidding documents.
2. Carrying out technical as well as financial evaluation of the bids;
3. Preparing evaluation report as provided in Rule 45;
4. Making recommendations for the award of contract to the competent authority;
5. The procuring agencies shall maintain record of the Procurement Proceedings and shall maintain the transparency; and
6. Perform any other function ancillary and incidental to the above.

(Akhtar Ahmed Memon)

Principal / Secretary - BoG

Public School Gadap, Karachi

Dated: May 05, 2016

No.PSG/Adm/062/2016

A copy is forwarded for information and necessary action to:

1. Chairman - BoG, PSG, Karachi
2. Members of BoG, PSG, Karachi
3. Bursar, PSG, Karachi
4. Master File



Public School Gadap, Karachi.

(MANAGED BY SINDH GRADUATES ASSOCIATION)

22 Km, Off Super Highway, Main Gadap Town Road, Gadap, Karachi.
Ph: 021 - 34480290 to. 98, Fax: 0213-2743527, www.psg.edu.pk, psgadap@gmail.com

Notification

No.PSG/Adm/063/2016. In pursuance of decision of BoG, PSG, taken in the BoG meeting held on February, 20, 2016. This is to notify that the Chairman, BoG - PSG is pleased to constitute Redressal of grievances Committee comprising of following members with immediate effect under SPPRA Rules for the whole financial year 2016-2017.

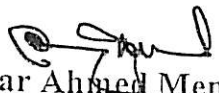
- | | | |
|------|--|------------------|
| i. | Mr. Bakhsh Ali Lakho | Convener |
| ii. | Justice(R) Syed Deedar Hussain Shah | Member |
| iii. | Mr. Wali Muhammad Roshan | Member |
| iv. | Mr. Muhammad Ismail Panhwar
(Secretary Finance-SGA) | Member |
| v. | Principal, PSG | Member/Secretary |

Mechanism for Redressal of Grievances

1. The procuring agency shall constitute a committee for complaint redressal comprising odd number of persons, with appropriate powers and authorizations, to address the complaints of bidders that may occur during the procurement proceedings.
2. The committee shall be headed by head of the procuring agency or any official of the procuring agency, at least one rank senior to the head of the procurement committee and shall include the following;

An independent professional from the relevant field concerning the procurement process in question, to be nominated by the head of the procuring agency;

3. As per Sindh Public Procurement Rules 2010 (Amended 2013).


(Akhtar Ahmed Memon)
Principal / Secretary - BoG
Public School Gadap, Karachi
Dated: May 05, 2016

No.PSG/Adm/063/2016

A copy is forwarded for information and necessary action to:

1. Chairman - BoG, PSG, Karachi
2. Members of BoG, PSG, Karachi
3. Bursar, PSG, Karachi
4. Master File



Public school Gadap , Karachi.

(Managed By Sindh Graduate Association)

Tender Notice For Mess contractor

01. Public School Gadap invites the tender for the Supply of messing items under Single Stage Two Envelope method as per SPP Rules, 2010 (Amended 2013). The detail and specification can be collected from office after the publication of this advertisement.
02. The earnest money at the rate of 2% of Bid amount in shape of bank draft /pay order, in favor of Public School Gadap must be enclosed with the bids. The tender without earnest money shall not be entertained.
03. The tender shall be issued on payment of Rs.1000/(Cash)- from 05-6-2016 TO 20-6-2016, the sealed bids shall be received back up to 2:00 pm on 20-6-2016, and shall be opened on same day at 03:00 pm in the office.
04. Public School Gadap reserves the right to accept or reject any or all the bids subject to relevant provision of SPP Rules 2010.

Principal
Public School, Gadap, Karachi

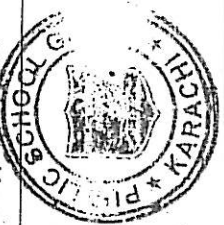
Phone: 021-32765867-32724359-32744502

Email: psg.khi@live.com, sga_markaz@yahoo.com

Address: 09/12 Rimpa Plaza, M. A. Jinnah Road, Karachi.

**Annual Procurement Plan
Public School Gadap, Karachi, Financial Year 2016-17**

Sr. #	Description of procurement	Estimate Unit Cost	Estimate total cost	Fund Allocated	Source Of Funds ADP/Non ADP	Proposed Procurement				Remarks
						1st. Qtr	2nd. Qtr	3rd. Qtr	4th. Qtr	
1	Grocery for Mess	4,000	12,000,000	12,000,000	Non ADP	Through Tender	Yes	-	-	Annually
2	Contractor for Mess	4,500	13,500,000	13,500,000	Non ADP	Through Tender	Yes	-	-	Annually
3	Fire Fighting Equipment	Various	500,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	In Process
4	CCTV and Surveillance	Various	800,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	To start after ADP approval
5	Walk Through Gates	Various	200,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	To start after ADP approval
6	Under vehicle Inspection System	Various	300,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	To start after ADP approval
7	Alarms Scanners Detectors	Various	800,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	To start after ADP approval
8	Watch Towers	Various	800,000	-	Awaiting Approval of ADP	Through Tender	Yes	-	-	To start after ADP approval
9	Cricket ground	Various	4,928,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
10	Foot Ball Ground	Various	3,200,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
11	Squash Court (Practice)	Various	5,340,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
12	Badminton Court	Various	2,934,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
13	Volleyball Ground	Various	145,800	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
14	Internal Road & Path / C.C Path	Various	5,500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
15	Filling & Levelling Dressing Earth	Various	1,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
16	Sewerage Main Line / Treatment Plant	Various	3,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
17	Face Lifting	Various	3,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
18	Sui Gas Charges	Various	500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
19	Tree Plantation	Various	1,500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
20	Kerb Stone	Various	800,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
21	External Electrification	Various	500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
22	Water Connection	Various	500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
23	Solar System	Various	5,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
24	Fire Fiting	Various	1,500,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
25	Boring	Various	1,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
26	External Development	Various	29,059,693	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
27	Extension of Existing facility and uplift	Various	15,000,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP
28	Executive Mess and	Various								
29	Parents / visitors accommodation	Various	10,801,000	Awaiting App	Awaiting Approval of ADP	Through Tender	-	-	-	Subject to Approval of ADP



(Signature)
Bursar
Public School Gadap

Dated: 24 May 2016

TERMS & CONDITIONS OF CONTRACT

01. I/WE _____ adult _____ bycast _____ R/O _____
_____ bind myself/Ourselves
to provide the said messing services/Supply to Public School Gadap, Karachi during the financial year 2016-17 to until further orders. The details are shown in the tender form and the rates are specified against each. The services/Supply shall be best quality. The decision of Principal Public School Gadap/Officer in charge authorized by him to act on his behalf (Therein called the said officer) in regard to the quality and kind of the service/supply shall be final and binding upon me/us.
02. The supply/service shall be delivered whenever required in the presence of concerned officer or his representative and myself/ ourselves or my/our authorized agent shall be responsible person and his name shall be known to the concerned officer in case it is discovered otherwise this contract/tender will be cancelled and security money forfeited
03. The security money deposited by me/us shall be returned to me / us after successful completion of the contract and on my /our finishing the usual no demand certificate.
04. Tender form shall be accompanied by earnest money as per tender form in shape of pay order.
05. I will supply all the items as offered in tender during the financial year at same rate and cost without delay/fail.
06. The PSG reserves the right of cancel the part or whole tender without any reason.
07. I/We perfectly understand all the above conditions and journal directions to the contractor I/we bind myself/our self to abide by then and i/we also understand my/our contract is liable to terminate in case of breach of any term of contract. In that case my/our security deposit will be forfeited by the school.
08. The school reserves the right to the increase or decrease the quantity of any item when it is deemed necessary without assigning any reason.
09. Articles will be supplied within the stipulated date & time as given in the order failing to which security money will be forfeited.
10. I will be responsible to keep clean all the area which comes under the usage.
11. I will pay all the utility bills as per actual consumption.
12. The contractor shall raise the bills/charges for payment on monthly or fortnightly basis after getting verified by concerned officers/Person of the school



13. The school reserve the right to impose the following penalties for any breach of the contract by bidder.
 - a. Forfeiture of the security money
 - b. Black Listing of the firm
14. I/WE shall abide by the general Sales Tax rules as applicable.
15. The approved bidder has to deliver the supply AS AND WHEN DEMAND basis at Public School Gadap, Karachi.
16. Income tax, GST and SST will be deducted as per rules, on the Purchase/Services.

Note: the School will provide undermentioned facilities without any charge.

- a. Furniture ,cutlery ,freezers, grinder etc
- b. The school shall provide complete staff for mess consist on 15 members including Head cook, Cook, Assistant cook, Nan Bai, Dish washer, Waiters. The school will afford the salaries of the mentioned staff, hence the rates quoted by the bidder must be excluded from such charges.

OTHER DIRECTIONS

The envelope shall be marked as financial Proposal and Technical Proposal in bold and legible letters to avoid confusion. Initially only one envelope marked as technical proposal shall be opened; the envelope marked as financial proposal shall be retained in the custody of procuring agency without being opened.

01. Technical Proposal. Should have following Documents

- a. Original Tender receipt
- b. Copy of the bid offer with quoted items with terms & condition(Without Rates) with signature and stamp.
- c. Valid Photocopy of Pay order/Bank draft of earnest money showing without rates.
- d. NTN/GST Certificate (SST Certificate for janitorial services) and registration with SRB.
- e. An affidavit of Rs.100/- (Judicial stamp paper) that the firm is not black listed in any organization.
- f. Detail of past and current work experience (at least three years' experience)
- g. Financial soundness bank statement to provide.(T.O Rs.01/- Millions of three years)

02. Financial Proposal. Should have following documents

- a. Original pay order /Bank draft of earnest money
- b. Original copy of bid offer with quoted price

I/WE solemnly declare that the information furnished by me /us is correct to the best of my/our knowledge and if found incorrect our contract will be liable to be terminated.

Note: Good Financial soundness & experience will be the key factor for selection.



Signature of Contractor: _____

Name: _____

Full Address: _____

C.N.I.C: _____

Income tax No: _____

GST No: _____



General Instructions for Bidders

The following General Instructions for Bidders shall apply to all solicitations issued by the Public School Gadap.

1. DEFINITIONS

The following terms will have the following meaning:

- "Solicitation" will mean any solicitation in any form *Request for quotation, Invitation to bid, or Request for proposal* issued by the PSG
- "Proposal" will mean a proposal, quotation, offer or bid submitted to the PSG in response to a Solicitation;
- "Bidder" will mean a subject (company, organization or other entity) submitting a Proposal in response to a Solicitation;
- "Contract" will mean any written agreement which will be established as a result of the Solicitation between the PSG and the successful Bidder
- "in writing" will mean by letter, fax or any standard electronic communication means (such as Email)

2. SUBMISSION OF THE PROPOSAL

Form of submission: Detailed instructions for the submission are defined in each Solicitation. Failure to respond to such instructions may lead to rejection of the Proposal.

Closing Date: Proposals must be received by the PSG by the closing date and time as defined in the Solicitation. Proposals received after this date and time WILL NOT BE CONSIDERED and will be returned unopened.

Withdrawal or modification of proposals: Bidders may withdraw, replace or modify their Proposal until the close date, provided that this is done in writing. Any modification or replacement of a Proposal must be done in the same format as defined in the Solicitation.

Clarifications: Any clarifications required by a Bidder must be requested in writing from the responsible Contracting Officer. Such requests must be provided in due time before the closing date in order to allow proper consideration and a reply. No consideration will be given to requests for clarifications submitted after expiry of deadline.

Validity of Proposal: A Proposal shall remain valid for acceptance for a period of at least 90 days from the closing date indicated in the Solicitation, unless otherwise stated.

Due diligence: The Bidders are expected to examine all instructions, forms, Contract conditions, terms and specifications contained in the Solicitation documents.

Bidders shall also examine any locations, technical specifications, schedules and other instructions. Failure to do so will be at the Bidder's own risk and responsibility and will not give rise to the right to modify or withdraw a Proposal after the closing date.

No obligation to contract: The issue of a Solicitation, whether public or not, does not commit the PSG to award a Contract as a result of the Solicitation process. PSG will not pay any costs incurred in the preparation or submission of a Proposal.



Any Proposal submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by the PSG.

Cancellation of Solicitation: The PSG reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a Contract. (Subject to relevant provision of SPP RULES2010)

Confidentiality: All Proposals and any communications with the Bidders will be kept strictly confidential before, during and after the award.

All Solicitation documentation is proprietary to the PSG; no part thereof, or any information contained therein may not be published, used or copied without the prior written consent of the PSG.

Corrupt practices: The Bidders shall not at any time in the course of the procurement process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any official, agent, servant or employee of, or any person otherwise engaged by the PSG. .

Clarifications of Proposals: To assist in the examination, evaluation and comparison of Proposals the PSG may at its discretion ask the Bidder for clarification about the content of the Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted.

Errors in the Proposal: arithmetical errors that are discovered during the examination of a Proposal will be corrected by PSG. If the correction will affect the Total Price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.

Fixed price. The bid prices & rates are fixed during currency of contract and under no circumstance any contractor shall not be entitled to claim enhanced rates for any items in this contract.

Information for evaluation: The evaluation of a Proposal will be conducted on the basis of all the information provided in the documentation submitted in response to the Solicitation requirements, including possible clarifications requested by PSG.

In addition, a Bidder may be requested to provide evidence of its technical qualifications and financial soundness. The PSG reserves the right to independently verify such information.

3. AWARD AND CONTRACT

Negotiations: The Bidder shall be prepared to sign a Contract and to perform the work/services as described in its own Proposal. Refusal or reservations to sign a Contract awarded by PSG on the basis of the Proposal may lead to exclusion of the Bidder from further PSG Solicitations, without prejudice to any other remedies the PSG may have as a consequence of such refusal. The PSG reserves the right to conduct price negotiations until a final agreement is reached.

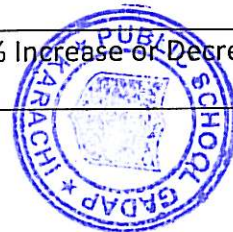
Written Contract: No contractual relationship with PSG is established until a final written Contract document is signed by a duly authorized officials of the PSG and of the selected Bidder. Any activity undertaken or expenses incurred in preparation of a Contract before an actual Contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a Contract.



BIDDING DATA SHEET

This section should be filled by the procuring agency before issuance of this document.

Name and address of procuring agency	Public School Gadap, Karachi Address: 22 KM off Super Highway, Main Gadap Town Road, Gadap, Karachi
Brief description of works	<i>Contractor for Mess</i>
Estimate cost	<i>-1350000/-</i>
Amount of Bid Security	2% at the time of bid submission and 8% deductible from running bill
Period of bid validity	90 Days
Percentage if any to be deducted from bills	8%
Deadline of submission of bids	From to
Address for Bid Submission	Sindh Graduate Association Head office Address: 9/12, Rimpa Plaza, M.A Jinnah Road, Karachi
Time for opening of Bid	Sindh Graduates Association Head office at 3pm
Language of Bid Price	English
Time of completion from written order of commence	One Year
Payment Terms	01. No advance payment shall be issued to successful bidder 02. The payment shall be issued on monthly basis within the 5 days of submission of bill
Purchaser's right to vary requirements at time of award	15% Increase or Decrease





Public School Gadap, Karachi.
(MANAGED BY SINDH GRADUATES ASSOCIATION)

BILL OF QUANTITY



(Annexure....A)

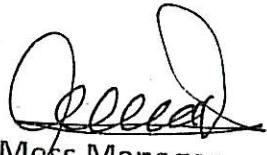
Sr#	<u>Items Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
1.	As and when, Supply and service of food as per attached menu for three times a day for one year(Except at the time of Summer & Winter Vacation) for three hundred persons	Three hundred person		
Total amount in words& in figure:				

Signature of the Bidder








Public School Gadap, Karachi
Mess Menu, for w.e.f. 28th April, 2016

Day/Meal	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Break Fast	Paratha, Egg Qeema, Tea	Paratha, Chana, Tea	Paratha, Aaloo Bhujya , Tea	Paratha, Egg Qeema, Tea	Paratha, Chana, Tea	Bread, Butter, Jam, Tea	Paratha, Aaloo Bhujya , Sooji Halwa, Tea
Lunch	Beaf Qeema With Aaloo Pieces Chapati, Fruit	Chicken Curry, Chapati, Fruit	Vigetable Briyani , Raita , Fruit	Mutton Qorma, Chapati , Fruit	Chicken Briyani, Raita , Fruit	Chicken kofta, Chapati , Fruit	Mix Vegetable, Fish, Chapati, Fruit
Dinner	Dall Chana, Chapati, Sweet, Milk	Lobiya, Chapati, Sweet, Milk	Mix Vegetable, Chapati, Sweet, Milk	Dall Masoor, Rice, Sweet, Milk	Mix Vegetable, Chapati, Sweet, Milk	Murg Chana, Chapati, Sweet, Milk	Dall Masoor , Rice, Sweet, Milk

for 
Mess Manager


Principal

Members

1. Abdul Waheed (Teacher) 
2. Fazal Muhammad (Teacher) 
3. Shahid Manthar (Sub Engr Civil) 
4. Shafiq-ur-Rehman (Sub Engr Elec) 
5. Munawar (H/Cook) 



FORMS

BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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



22

BID SECURITY
(Bank Guarantee)

BS-1

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____ (Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Total Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

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

SURETY (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

WITNESS:

Corporate Secretary (Seal)

Name, Title & Address



FORM OF PERFORMANCE SECURITY
(Insurance Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Insurance Company) with address: _____
(Insurance Company in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

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

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



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

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

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

Guarantor
(Insurance / Companies)
NJ, Adamjee, EFU, United

Witness:
1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

CA-1

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

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

NOW this Agreement 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 Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract - Part II;
 - (f) The General Conditions - Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



27

CA-2

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

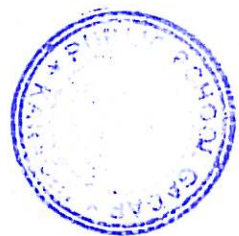
Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



MOBILIZATION ADVANCE GUARANTEE/BOND

MG-1

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract
for _____ (Particulars of Contract)
with _____ (hereinafter called the "Contractor").

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

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____ (Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer 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 Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ (Date) whichever is earlier.

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



29

MG-2

GUARANTOR

- 1. Signature _____
- 2. Name _____
- 3. Title _____

WITNESS

- 1. _____
Corporate Secretary (Seal)
- 2. _____
(Name Title & Address)

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

CA-1

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

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

NOW this Agreement 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 Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



27

CA-2

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

