

## **INSTRUCTIONS TO TENDERERS**

### **A. GENERAL**

#### **Location of Project: -**

The project is located adjacent to District Complex, Kashmore at Kandhkot.

### **1. Description of Works**

- 1.1 The site of the project is the area for construction, completion & maintenance of the proposed hospital building. The Building is a framed structure resting on isolated / liner foundation. The building comprises of:-
  - a) Ground Floor for Casualty, Diagnostic, Radiology, Pathology & OPD etc.
  - b) First Floor for O.T., ICU / CCU and Wards for various disciplines.
- 1.2 The scope of work for this invitation to tenderers is limited to Civil, Plumbing and Electrical Works.

### **2. Eligibility and Qualification Requirements**

- 2.1 This invitation to Tender is based on SINGLE STAGE TWO ENVELOP SYSTEM i.e. (i) Technical Document and (ii) Financial Document.

The “Technical Document” is comprised of Post Qualification form (Tender Document Volume-IV).

The “Financial Bid Document” is comprised of:  
Tender Document Volume-I – Condition of Contract  
Tender Document Volume-II – Specification  
Tender Document Volume-III – Bill of Quantities & Tender Drawings.

This invitation to Tender is open to only those Tenderers who are pre-qualified for this purpose after evaluation of Technical Document.

- 2.2 To be eligible for award of contract, Tenderers shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the contract effectively. Therefore, all Tenders submitted must include the following information / basic requirements for this project: -

- a) Copies of original documents defining the constitution and legal status, place of registration and principal place of business of the company or firm or partners of each party thereto constituting the Tenderer;
  - b) details of experience and past performance of the tenderer on works of similar nature within the past 10 years and details of current work(s) in hand and other contractual commitments;
  - c) major items of constructional plant proposed for use in carrying out the contract in the format prescribed for this project,
  - d) the qualification and experience of key personnel proposed for administration and execution of the Contract, both on and off site, in the format prescribed for this project.
  - e) reports on the financial standing of the Tenderer such as profit and loss statements, balance sheets and auditor's reports for the past three years, an estimated audited financial projection for the next two years, and an authority from the Tenderer to seek references from the Tenderer's bankers and clients;
  - f) detailed proposed cash flow statement.
  - g) information regarding current or any litigation / arbitration in which the, tenderer is or has been involved.
  - h) copies of completion certificates issued by various Employers / AE Consultants.
  - i) detailed "Construction Methodology" of miscellaneous works, "Construction Schedule", and format of Progress and Monitoring Reports.
  - j) proposed plan for setting up Quality Control Unit including details of personnel to be deputed for the same.
  - k) detailed Material Procurement Schedule.
- 2.3 The tenderer shall submit minimum 3 names of specialist firms / sub-contractors (on the format at Appendix-E) for Employer's approval of any one of them.
- 2.4 If the tenderer does not provide the names and/or if any of the 3 specialist firms/sub-contractors are not acceptable to the Employer, then the option of nomination of such name (s) shall be exercised by the Employer which nomination(s) shall be acceptable and binding to the tenderer.

- 2.5 The successful tenderer shall submit to the Employer the agreement(s) executed between the specialist firms / sub contractors for each discipline listed in Appendix - E.

### **3. Cost of Tender**

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

### **4. Site Visit**

- 4.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the Tender and entering into a contract for construction of the works. All costs in this respect shall be at the tenderers own expense.
- 4.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, at a mutually agreed date and time, but only upon the express condition that the Tenderer, his personnel or agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

## **B. TENDER DOCUMENTS**

### **5. Contents of Tender Documents**

- 5.1 The set of Tender documents issued for the purpose of Tender includes the number of copies stated below of the following Volumes, together with any Addenda thereto issued in accordance with IT Clause 7 hereafter and any minutes of Pre-Tender Meetings in accordance with Clause 15:

Number of Copies	Volume
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1	1	Instruction to Tenderers General Conditions of Contract Part – I Conditions of Particular Application Part – II Form of Tender
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## Appendices to Form of Tender:

- Special Stipulations
- Schedule of Major Items of Constructional Plant
- Schedule of Key Personnel
- Schedule of Sub-Contractors
- Schedule of Make up for delay
- Schedule of Daywork
- Miscellaneous Forms
- Other information / basic requirements as per Clause 2 of Instruction to tenderers.

1	2	Technical Specification
1	3	Bills of Quantities, Preamble and Drawings
1	4	Post Qualification / Evaluation Criteria

- 5.2 The Tenderer is expected to examine carefully all Tender documents including instructions, conditions, forms, appendices, specifications and drawings. The Tenderer should take account of any errors, omissions or ambiguities in the said documents in his Tender preparation and obtain clarification thereof from the Employer before submission of his Tender. Failure to comply with these requirements will be at the Tenderer's own risk. The Tenderer, by submitting his Tender, irrevocably agrees to accept the Engineer's interpretation of any errors, omissions and ambiguities in the documents discovered at any time after submission of his Tender. Pursuant to Clause 24, Tenders which are not substantially responsive to the requirements of the Tender Documents may be rejected.
- 5.3 The Employer reserves the right to delete / alter / restrict any portion and / or part of the Works during the Contract period or defer its construction at a later date, or he may decide that a part or whole of the Works as specified in the Tender / Contract is not required. The Employer may give notice in writing of the fact to the Contractor who shall have no claim to any payment or restriction whatsoever, arising out of such alteration or restriction or on account of any profit or advantage which he might have derived in consequence if the full amount of the works not having been carried out. Payment of executed work will be made as per relevant clauses of the Contract.

## **6. Clarification of Tender Documents**

- 6.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by cable (which is deemed to include telex or facsimile transmission) at the Employer's address indicated in the invitation to Tender. The Employer will respond in writing or by cable to any request for clarification, which he receives earlier than 10 (ten) days prior to the deadline for the submission of Tenders. Written copies of the Employer's response (including a description of the inquiry but without identifying its source) will be sent to all prospective Tenderers who purchase the Tender documents.

## **7. Amendment of Tender Documents**

- 7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by issuing an Addendum.
- 7.2 The Addendum will be sent in writing or by Fax / E-mail to all prospective Tenderers who purchase the Tender documents and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof by cable to the Employer.
- 7.3 To afford prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may, at his discretion, extend the deadline for the submission of Tenders in accordance with Clause 18.

## **C. PREPARATION OF TENDERS**

### **8. Language of Tender**

- 8.1 The Tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer shall be in English. Supporting documents and printed literature furnished by the Tenderer with the Tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in English. For the purposes of interpretation of the Tender, English language will prevail.

## **9. Documents Accompanying the Tender**

### **9.1 Each Tenderer shall:**

- a) submit a written power of attorney authorizing the signatory of the tender to act for and on behalf of the tendered;
- b) update the information indicated and listed in the Tendering Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
  - (i) Evidence of access to financial resources along with average annual construction turnover;
  - (ii) Financial prediction for the current year and the two following years including the effect of known commitments;
  - (iii) Work commitments since prequalification;
  - (iv) Current litigation information; and
  - (v) Availability of critical equipment.and
- c) furnish a technical proposal taking into account the various Appendices to Tender specially the following:

Appendix-E to Tender	Proposed Construction Schedule
Appendix-F to Tender	Method of Performing the Work
Appendix-G to Tender	List of Major Equipment
Appendix-K to Tender	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

### **9.2 Tenders submitted by a joint venture of two (02) or more firms shall comply with the following requirements:**

- a) the tender and in case of a successful tender, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and / or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertaking and received payments on behalf of the joint venture;

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

- 9.3 Tenderers shall also submit proposal of work methods and schedule, in sufficient detail to demonstrate the adequacy of the tenderer's proposals to meet the technical specifications and the completion time referred to in Notice Inviting Tender.

## **10. Tender Prices**

- 10.1 Unless stated otherwise in the Tender documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1 based on the schedule of unit rates and / or prices submitted by the Tenderer.
- 10.2 The Tenderer shall fill in rates and prices for the items of works described in the Bill of Quantities, whether quantities are stated or not. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by other items in the Bill of Quantities all inclusive.
- 10.3 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subjected to adjustment on any account, except as otherwise provided in the Conditions of Contract. - Clause 70.1 Part - II.
- 10.4 The contractor shall be responsible to cooperate and coordinate with other contractors working at the project site. No extra payment for such coordination shall be payable to the contractor and deemed to have been included all such cost in his quoted rates

## **11. Currencies of Tender and Payment**

- 11.1 The amount shall be quoted by the Tenderer entirely in Pak Rupees.

## **12. Tender Validity**

- 12.1 Tenders shall remain valid and open for acceptance for a period of **120 days** after the date of Tender opening prescribed in Clause 21.
- 12.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request the Tenderer for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Tender security. A Tenderer agreeing to the request will neither be required nor permitted to modify his Tender, but will be required to extend the validity of his Tender security correspondingly. The provisions of Clause 13 regarding discharge and forfeiture of Tender security shall continue to apply during the extended period of Tender validity.

## **13. Tender Security**

- 13.1 The Tenderer shall furnish, as part of his Tender, a Tender security in the amount of 2% of the Tender Price.
- 13.2 The Tender security shall be at the Tenderer's option in the form of a Bank Guarantee or Demand Draft / Pay order / Deposit-at-call issued by a Scheduled Bank of Pakistan acceptable to Employer valid for a period of 28 days beyond the Tender Validity date.
- 13.3 Any Tender not accompanied by an acceptable Tender security will be rejected by the Employer as non-responsive.
- 13.4 The Tender securities of unsuccessful Tenderers will be discharged / returned as promptly as possible, but not later than 30 days after the expiration of the period of Tender validity prescribed by the Employer.
- 13.5 The Tender security of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required performance security.
- 13.6 The Tender security may be forfeited:
- a) if a Tenderer withdraws his Tender during the period of Tender validity;



- b) if the tenderer does not accept the correction of his tender of his Tender Price pursuant to Sub-Clause 25.2 hereof; or
- c) in the case of a successful Tenderer, if he fails within the specified time limit to:
  - i) sign the Agreement, and
  - ii) furnish the required performance security.

#### **14. Variation in Tender Conditions**

- 14.1 Tenderers shall submit offers, which comply fully with the requirements of the Tender documents, including the basic technical design as indicated in the Drawings and Specifications.

#### **15. Pre-Tender Meeting**

- 15.1 The Tenderer or his official representative is advised to attend a pre-Tender meeting which will be convened at the **office of the Project Director, “Rehabilitation of DHQ and THQ Hospitals in Sindh”. D-62/1, Block 9 (Near Kausar Medico), Clifton, Karachi, on \_\_\_\_\_ at \_\_\_\_\_ hours.**
- 15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The meeting may be preceded or followed by a visit to the site of the works.
- 15.3 The Tenderer is requested to submit any question to be discussed at the pre-Tender meeting in writing or by cable, to reach the Employer not later than two days before the meeting.
- 15.4 Minutes of the meeting, including copies of the questions raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the Tender documents). Any modification of the Tender documents listed in sub-clause 5.1 which may become necessary as a result of the pre-Tender meeting, shall be made exclusively through the issuance of an Addendum and not through the minutes of the pre-Tender meeting.

**16. Format and Signing of Tenders**

- 16.1 The Tenderer shall prepare one Original and one copy of the documents comprising the Tender [Volume 1 & 3 described in sub Clause 5.1 of these instructions to Tenderers] which include the conditions of contract, the completed Form of Tender and the Appendices with Schedules together with the Programme of Works (vol. 1) & priced Bill of Quantities (vol. 3), clearly marked "ORIGINAL" and "COPY" as appropriate. All the remaining volumes of documents including the Drawings shall be returned in original duly signed on each page and drawing.
- 16.2 The complete Tender shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 16.3 Each page of Tender documents shall be duly signed and stamped by the Tenderer before making submission.
- 16.4 Only one Tender may be submitted by each Tenderer. No Tenderer shall participate in the Tender of another for the same Contract in any relationship whatsoever.

**D. SUBMISSION OF TENDERS**

**17. Sealing and Marking of Tenders**

- 17.1 The Tender Documents shall be submitted on single stage two envelope system as follows:
  - i. One envelope shall contain Technical Document (Post Qualification Form) i.e. Tender Document Volume-IV.
  - ii. Second envelope shall contain Financial Bid Documents i.e. Tender Documents Volume I, II, III and Tender Drawings.
- 17.2 The Tenderer shall seal the original and each copy of the Tender in an inner and outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY", as appropriate.

17.3 The inner and outer envelopes shall:

a) be addressed to:

Project Director,  
Rehabilitation of DHQ and THQ Hospitals in Sindh,  
D-62/1, Block 9, (Near Kausar Medico),  
Clifton,  
Karachi, Pakistan.

b) bear the following identification:

- i) Tender for the construction of the DHQ Hospital, Kashmore at Kandhkot.
- ii) For Technical Documents, The words "DO NOT OPEN BEFORE \_\_\_\_\_ hours on \_\_\_\_\_".

The inner envelopes only shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late or is -otherwise unacceptable.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender submitted. A Tender opened prematurely for this cause may be rejected by the Employer and returned to the Tenderer.

**18. Deadline for Submission of Tenders**

18.1 Tenders shall be received by the Employer at the address specified above not later than \_\_\_\_\_ hours on \_\_\_\_\_.

18.2 The Employer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

**19. Late Tenders**

19.1 Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer in accordance with Clause 18 may be returned unopened to the Tenderer.

## **20. Modification and Withdrawal of Tenders**

- 20.1 The Tenderer may modify or withdraw his Tender after Tender submission, provided that the modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of Tenders.
- 20.2 The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 18 for the submission of Tenders, with the inner envelopes additionally marked "MODIFICATION" as appropriate.
- 20.3 Subject to Clause 23, no Tender may be modified subsequent to the deadline for submission of Tenders.
- 20.4 Withdrawal of a Tender during the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer in the Form of Tender may result in the forfeiture of the Tender security pursuant to Clause 13.

## **E. TENDER OPENING AND EVALUATION**

### **21. Tender Opening**

- 21.1 The Employer will initially open only the **“Technical Document”** in the presence of Tenderer's representatives who choose to attend at \_\_\_\_\_ hours on \_\_\_\_\_, at the office of Project Director, **“Rehabilitation of DHQ and THQ Hospitals in Sindh”. D-62/1, Block 9 (Near Kausar Medico), Clifton, Karachi.** The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 21.2 Envelopes marked “MODIFICATION” or “WITHDRAWAL” shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.
- 21.3 Envelope marked as **“Financial Documents”** shall be retained in the custody of Employer without being opened.
- 21.4 The Technical Documents will be technically evaluated first without reference to the price and any document which do not confirm to the specific requirements will be rejected.
- 21.5 During the Technical evaluation no amendments in the technical documents shall be permitted.

- 21.6 Only those tenders (Financial Bid Documents) which pass the evaluation of Technical Document will be opened in the presence of tenderer's representative who chooses to attend at a time announced and communicated in writing to the Tenderers in advance.

The Financial Bid Documents of the tenderer's who fail to post qualify shall be returned to them unopened. The decision of Employer in this connection shall be final and binding on all tenderers.

- 21.7 At Tender opening, the Employer will announce the Tenderers' names, the Tender Prices, written notifications of Tender modifications and withdrawals, if any, the presence of the requisite Tender security and such other details as the Employer may consider appropriate.

- 21.8 The Employer shall prepare, for his own records, minutes of the Tender opening, including the information disclosed to those present.

## **22. Process to be Confidential**

- 22.1 After the public opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.

- 22.2 Any effort by a Tenderer to influence the Employer in the process of examination clarification, evaluation and comparison of Tenders, and in decisions concerning award of contract, may result in the rejection of the Tenderer's Tender.

## **23. Clarification of Tenders**

- 23.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may ask Tenderers individually for clarification of their Tenders regarding any information ' documents contradictory to pre-qualification submittals, including breakdowns / rate analysis of any and / or all items. The; request for clarification and the response shall be in writing or by Fax / E-mail; but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tenders in accordance with Clause 26.

## **24. Determination of Responsiveness**

- 24.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender documents.

- 24.2 For the purpose of this Clause, a substantially responsive Tender is one, which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Tender Security; and (iv) conforms to all the terms, conditions and specifications of the Tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 24.3 If a Tender is not substantially responsive to the requirements of the Tender documents, it will be rejected by the Employer, and may not subsequently be made responsive by the Tenderer having corrected or withdrawn the non-conforming deviation or reservation.

## **25. Correction of Errors**

- 25.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors in computation and summation. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 25.2 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected and the Tender security will be forfeited.

## **26. Evaluation and Comparison of Tenders**

- 26.1 The Employer will evaluate and compare only Tenders determined to be substantially responsive to the requirements of the Tender documents.

- 26.2 In evaluating Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows:
- a) making any correction for errors pursuant to Clause 25.
  - b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
  - c) making an appropriate adjustment for other acceptable quantifiable variations, deviations or alternative offers not reflected in the Tender Price or in 'a' above.
- 26.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.
- 26.4 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimated of the cost of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction method and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.

## **F. AWARD OF CONTRACT**

### **27. Award Criteria**

- 27.1 Subject to Clause 28 and 32, the Employer may award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the Lowest Evaluated Tender Price pursuant to Clause 25 & 26, provided further that the Tenderer has the capability and resources to carry out the Contract effectively (ref sub-clause 2.2).

### **28. Employer's Right to Accept Any Tender and to Reject Any or All Tenders**

- 28.1 Notwithstanding Clause 27, the Employer reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## **29. Letter of Award**

- 28.2 Prior to the expiration of the period of validity prescribed by the Employer will notify the successful Tenderer in writing by registered letter that his Tender has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Award") shall name the sum which the employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called "the Contract Price").
- 29.1 The Letter of Award will constitute the formation of the Contract.
- 29.2 Upon the furnishing by the successful Tenderer of a performance security in accordance with the provisions of Clause 31, the Employer will promptly notify the unsuccessful Tenderers that their Tenders have been unsuccessful.

## **30. Signing of Agreement**

- 30.1 At the same time that he notifies the successful Tenderer that his Tender has been accepted, the Employer will send the Tenderer the Form of Agreement provided in the Tender documents, incorporating all agreements between the parties.
- 30.2 Within 15 days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer. The tenderer shall bear all expenses incurred on the purchase of stamp papers, preparation of legal Agreement and any other prerequisites for signing of the said Agreement.

## **31. Performance Security**

- 31.1 Within 10 days of receipt of the Letter of Award from the Employer, the successful Tenderer shall furnish to the Employer a performance security in the form of a Bank Guarantee in an amount of 10% of the contract price or an amount equal to 10% of the contract price in shape of Insurance Guarantee from AA rating Insurance Company as approved by the Employer in accordance with the conditions of contract. The forms of performance security provided in this Volume of the Tender documents may be used or some other forms acceptable to the Employer.
- 31.2 Failure of the successful Tenderer to comply with the requirements of IT Clause 26.3 and / or IT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security.



**32. General Performance of the Tenderers**

The Employer reserved the right to obtain information regarding performance of the tenderers on their previously awarded contracts / works. The Employer may in case of consistent poor performance of any Tenderer as reported by the employers of the previously awarded contracts, interalia, reject his tender and / or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Tenderer and debarring him from participation in future tendering of similar works.

**33. Integrity Pact**

The Tenderer shall sign and stamp the Integrity Pact provided at Appendix-L to Tender in the Tender Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the tenderer non-responsive.

**34. Instructions not Part of Contract**

Tenders shall be prepared and submitted in accordance with these Instructions which are provided to assist tenderers in preparing their tenders, and do not constitute part of the tender or the Contract Documents.