

# TENDER DOCUMENTS

Cleaning of Sewer Pipe Line Sewer Drain at SIE.

**Board of Management,  
Sundar Industrial Estate**

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**Single Stage One Envelope  
Bidding Procedure**

**Tender Issued To:** \_\_\_\_\_

**For any clarifications:**

*HOD Engineering, BOMSIE*

Phone # 042-35297291-93

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## **Section-I: INVITATION FOR BIDS**

**TENDER ADVERTISEMENT****SUBJECT: CLEANING OF SEWER PIPE LINE SEWER DRAIN AT SIE.**

Sundar Industrial Estate intends to invite sealed bids for procurement Cleaning of Sewer Pipe Line Sewer Drain at SIE. against an estimated expenditure of Rs. 5,492,813/- which may increase by 15% according to requirement if later arise. All prospective bidders who are registered with PEC (C6) Category and Income Tax, Sales Tax Departments of Federal Government and Punjab Revenue Authority shall be eligible to apply.

2. Punjab Procurement Act 2009 and Punjab Procurement Rules 2014 amended up to date shall be the operating law / rules.

3. The bidding process shall be open bidding competition under Single stage One envelope procedure.

4. All the prospective bidder interest to participate in the bidding process either can acquire the bidding document directly from Gate no 02, Board of Management Sundar Industrial Estate Raiwind Road Lahore of PROCURING AGENCY on payment of Rs. 2000/- (non-refundable) in the form of Bank Draft/Pay Order issued by any schedule Bank of Pakistan in favor of Board of Management of Sundar Industrial Estate (BOMSIE) during working hours (from 09 AM to 05 PM) or on any working day from the office of BOMSIE. The document can also be downloaded from the website [www.sie.com.pk](http://www.sie.com.pk) or from [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). In case the bid document is downloaded from aforementioned websites it will not be accepted unless it carries the required payment pay order or bank draft in original.

5. All bids prepared in accordance with the requirement of bid document along with the bid security @ 2% (Rs. 109,856/-) in the form of CDR/Pay order/Bank draft or Bank guarantee issued by a schedule bank in Pakistan in favor of Board of Management of Sundar Industrial Estate (BOMSIE) valid for a period of 180 days beyond the bid validity in the form of bid validity on or before (2-11-2022 ) ( 11:00 hrs.) which shall be opened on the same date on or after ( 2-11-2022 ) ( 11:30 hrs.)

6. In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid. The prospective bidders Submit their bids at the following address Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore and Rescue office Sundar Industrial Estate Raiwind Road Lahore or Rescue office Sundar Industrial Estate Raiwind Road Lahore.

7. The bidder shall also be required to submit an undertaking on Rs. 100 stamp paper along with the bid document that it has neither been blacklisted by any Government owned institutions or he has not gone into court against any such order.

8. The prospective bidders requiring any further information or clarification regarding the bidding document may contact the PROCURING AGENCY designated officer in writing or by visiting at the following address. Board of Management, Sundar Industrial Estate Gate no 02 Raiwind Road Lahore **Contact no. 042-35297291-3 Mobile no. 0317-9998216 Email [Info@sie.com.pk](mailto:Info@sie.com.pk),**

9. **NOTE:** Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received prior to the deadline for the submission of the bid shall be responded.

10 Pre bid meeting will be arrange 10 days before the bid opining. 24-10 -2022 at 12:00 hrs.

**HOD (Snr. Estate Engineer) BOM SIE**

**Section-II:**  
**INSTRUCTIONS TO BIDDERS (ITB)**

## **A. GENERAL**

### **IB.1 Scope of Bid**

Sundar Industrial Estate Lahore hereinafter called “the Procuring Agency” Cleaning of Sewer Pipe Line Sewer Drain at Sundar Industrial Estate and invites bids complete in all respects as per requirement of bidding documents, and summarized in the Bidding Data hereinafter referred to as the “work”.

- 1.2 The successful Bidder will be required to execute the work within the given time line specified in the Bidding Documents.
- 1.3 For purposes of this Clause, the term “Works” includes commodities, raw material, machinery, equipment, and industrial plants.
- 1.4 The term “country of origin” means the country where the Works have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.5 The bidding process shall be open National Competitive Bidding.

### **IB.2 Source of Funds**

- 2.1 BOM-SIE approved Budget.

### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all Bidders/Applicants who are on active taxpayer list of FBR (Valid Copy of NTN and GST certificates) shall be required to be submitted along with bid to substantiate the claim. Eligibility of Bidder shall be based on data provided as per clause IB.11.

### **IB.4 One Bid per Bidder**

- 4.1 Each Bidder shall submit only one bid either by himself, or as a partner in joint venture. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.20) will be disqualified.

**IB.5 Cost of Bidding**

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids 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.

**IB.6 Site Visit**

- 6.1 The Bidders are advised to visit and inspect the Location of Delivery and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a Contract for work. All cost in this respect shall be borne by the bidders.

**B. BIDDING DOCUMENTS****IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to Invitation for Bids, shall include as mentioned below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data Sheet
3. Form of Bid and
4. Schedules to Bid
  - (i) Schedule A: Price Schedule for Works to be offered
  - (ii) Schedule B: Manufacturer's Authorization
  - (iii) Schedule C: List of Works / BOQ
  - (iv) Schedule D: Delivery and Completion Schedule
5. Standard Forms
  - (i) Form of Bid Security
  - (ii) Form of Performance Security
  - (iii) Form of Contract Agreement
  - (iv) Form of Advance Payment Security
6. General Conditions of Contract (GCC)
7. Special Conditions of Contract

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**IB.8 Clarification of Bidding Documents**

- 8.1 Any clarification(s) in respect of the Bidding Documents may be sought from the Procuring Agency designated officer in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency will respond to any request for clarification which it receives at least 07 days prior to the bid submission time, stated in the Bidding Data.

**IB.9 Amendment of Bidding Documents**

- 9.1 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 prospective Bidder, modify the Bidding Documents addendum.
- 9.2 Any addendum pursuant to Sub-clause 7.1 advertised as the original was advertised thus issued shall be part of the Bidding Documents in terms of rule 25(4) shall be communicated.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.24

**C. PREPARATION OF BIDS****IB.10 Language of Bid**

- 10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Procuring Agency shall be in the bid language stipulated in the Bidding Data. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Comprising the Bid**

- 11.1 Each Bidder shall:
- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder.
- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) The bid and in case of a successful bid, 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 Procuring Agency regarding all matters related with and/or incidental to the supply of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive 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 Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the 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 Procuring Agency.

### **Mandatory Documents to be attached with Bid**

Applicant/Bidder must attach following documents with Bid: -

1. Profile of company.
2. Bidder shall submit their financial capabilities in form of Balance Sheet / Bank Statement for last year.
3. At least Three documentary evidence of General Civil works in the last five years.
4. Documentary evidence of registration with FBR regarding Income /Sales Tax & PRA.
5. Firms/Manufactures/Contractors shall be registered with PEC under C-6 or above.
6. Undertaking on Rs.100 stamp paper regarding not blacklisted by any Govt. or bilateral/multilateral financial institutions.
7. Price schedule duly filled, signed and stamped with Technical Data Sheet with Specification & nomenclature.
8. 2% Bid security i.e. **PKR 109,856/-** of estimated price should attach issued by scheduled bank of Pakistan in shape of CDR/DD/PO/Bank Draft in favor of Board of Management, Sundar Industrial Estate.

### **IB.12 Bid Prices**

- 12.1 The Bidder shall submit the Form of Bid using the form attached herewith. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- 12.2 The Bidder shall submit the Price Schedules for Works, according to their origin as appropriate, using the forms furnished in Appendices to Bid along with Manufacturer's Authorization (on the format provided) in case the Bidder is not himself the manufacturer.
- 12.3 Unless stated otherwise in the Bidding Documents (in Lots under Schedule C to Bid), the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the Works described in the Price Schedules. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules.
- 12.5 All duties, taxes and other levies payable by the Contractor / Vendor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Works to the Procuring Agency. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency's Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the final prices shall be quoted by the Bidder entirely in Pak rupees including all Taxes Duties and levies applicable.

### **IB.14 Documents Establishing the Eligibility of the Bidder**

To establish their eligibility in accordance with ITB 4, Bidders shall:

- (a) Provide the eligibility documents as per ITB Clause 3; and
- (b) If the Bidder is an existing or intended JV in accordance with ITB 4.1 and 11.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

### **IB.15 Documents Establishing the Eligibility of the Works**

- 15.1 To establish the eligibility of the Works in accordance with ITB Clause 1-3, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, & Appendices to Bid.

### **IB.16 Documents Establishing the Conformity of the Works to the Bidding Document**

- 16.1 To establish the conformity of the Works to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Works and be

supplied conform to the specified requirements.

- 16.1 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Works.
- 16.2 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Delivery and Completion Schedule , are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Delivery and Completion Schedule of Supply.

#### **IB.17 Documents Establishing the Qualification of the Bidder**

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Procuring Agency's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- 17.2 If so required in the Bidding Data, a Bidder that does not manufacture or produce the Works it offers to supply shall submit the Manufacturer's Authorization using the appended form to demonstrate that it has been duly authorized by the manufacturer or producer of the Works to supply these Works in the Procuring Agency's country.
- 17.3 If so required in the Bidding Data, a Bidder that does not conduct business within the Procuring Agency's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

#### **IB.18 Bid Validity**

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

#### **IB.19 Bid Security**

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount **stipulated in the Bidding Data in Pak Rupees.**

- 19.2 The Bid Security shall be, at the option of the Bidder, in the form CDR/DD/PO/Bank Guarantee from Scheduled Bank in favor of **Board of Management, Sundar Industrial Estate.**
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 19.4 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 19.5 The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement/issuance of Purchase Order.
- 19.6 The Bid Security may be forfeited:
- (a) If the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
  - (b) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or
  - (c) In the case of successful Bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security; or
    - (ii) Sign the Contract Agreement.

#### **IB.20 Alternate Proposals by Bidder**

- 20.1 Should any Bidder consider that he can offer any advantages to the Procuring Agency by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Procuring Agency as the basis for the award of Contract to such Bidder.

#### **IB.21 Performance Security**

- 21.1 10% of contract amount after issuance of Letter of Intent to successful bidder.

#### **IB.22 Format and Signing of Bid**

- 22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

- 22.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 22.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 22.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

##### **IB.23 Sealing and Marking of Bids**

- 23.1 Each Bidder shall submit his bid as under:
- (a) Technical/Financial proposal as per clause **IB.11** shall be submitted in sealed envelope.
  - (b) Both technical and financial proposals shall be placed in single envelope.
  - (c) The outer envelope shall be clearly marked as ORIGINAL and COPY of bid and addressed/identified as given in Sub-Clause 23.2 hereof.
  - (d) The Bids shall be opened and evaluated as per Single Stage One Envelope procedure of PPRA rules.
- 23.2 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 Data; and
  - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

- 23.3 In addition to the identification required in Sub- Clause 23.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.25
- 23.4 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.

#### **IB.24 Deadline for Submission of Bids**

- 24.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 24.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline shall remain consistent with the deadline as extended.

#### **IB.25 Late Bids**

- 25.1 (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.24 will not be entertained.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

#### **IB.26 Modification, Substitution and Withdrawal of Bids**

- 26.1 Any Bidder may modify, substitute or withdraw his bid after bid submission

provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency atleast three days prior to the deadline for submission of bids.

- 26.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.23 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 26.3 No bid shall be allowed to be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.
- 26.4 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 in pursuance to Clause IB.19.

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

### **IB.27 Bid Opening**

- 27.1 The Procuring Agency will open the bids, in the presence of Bidders’ representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders’ representatives who are present shall sign a register evidencing their attendance.
- 27.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.26 shall not be opened.
- 27.3 The Bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening of bids. The bid validity time shall be 180 days commencing from the date of opening of the bid.
- 27.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 27.3.

### **IB.28 Process to be Confidential**

- 28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. 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. Any effort by a Bidder to influence the Procuring Agency’s processing of bids or award decisions may result in the rejection of such Bidder’s bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than ten (10) days after the announcement of the bid evaluation report; however mere fact of

lodging a complaint shall not warrant suspension of the procurement process.

### **IB.29 Clarification of Bids**

- 29.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.32.

### **IB.30 Examination of Bids and Determination of Responsiveness**

- 30.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid is substantially responsive to the requirements of the Bidding Documents or not.
- 30.2 The envelope containing Technical Proposal will be opened first and bid will be evaluated as per IB.11. The envelope containing Financial Proposal will be opened only of those bidders who found technically responsive. Financial bid of non-responsive bidders shall be returned unopened except those who prefer going for grievance against the technical evaluation.
- 30.3 A substantially **Responsive Bid** is one which (i) meets the eligibility criteria; has been properly signed; (iii) is accompanied by the required Bid Security; (iv) prepared in-line with requirements stated under clause **IB.11** and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.4 If a bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **IB.31 Correction of Errors**

- 31.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
- (a) where there is a discrepancy between the 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 line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency 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.
- 31.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

### **IB.32 Evaluation and Comparison of Bids**

- 32.1 In evaluating the Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.31;
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies; and
  - (c) Making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 32.2 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 Bid evaluation.
- 32.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Procuring Agency's estimate of the cost of Works to be delivered under the Contract, the Procuring Agency may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

### **IB.33 Post Qualification of the Bidder**

- 33.1 An affirmative determination shall be a prerequisite for award of the Contract to the respective Bidder. A negative determination shall result in rejection of the Bid.
- 33.2 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by

the Procuring Agencies of the previously awarded contracts, interilic, reject his bid.

## F. AWARD OF CONTRACT

### IB.34 Award

- 34.1 Subject to Clauses IB.35 and IB.39, the Procuring Agency will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid. In case the lowest evaluated bidder fails to execute the contract. The Procuring Agency in such eventuality shall proceed to the next lowest evaluated bid.
- 34.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:  
Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

### IB.35 Procuring Agency's Right to accept any Bid and to reject any or all Bids

- 35.1 Notwithstanding Clause IB.34, the Procuring Agency reserves the right to reject all the Bids, and annul the bidding process, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly by notifying it on Procuring Agency website.
- 35.2 At the time the Contract is awarded, the Procuring Agency reserves the right to increase or decrease the quantity of Works originally specified in Delivery and Completion Schedules which shall not be more than 15% of the contract value duly provided in the bidding documents, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

### IB.36 Notification of Award

- 36.1 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 his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay to the Contractor in consideration of the delivery of Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 36.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Procuring Agency may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.

- 36.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.
- 36.3 Upon signing of contract agreement / issuance of purchase order to the successful Bidder, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.38 Signing of Contract Agreement**

- 38.1 Within 07 day from the issuance of Letter of Acceptance under the Conditions of Contract, the bidder shall be required to provide the contract on a Rs. 100 judicial paper
- 38.2 The formal Agreement between the Procuring Agency and the successful Bidder shall be executed within 03 days of the receipt of the Contract Agreement between the successful Bidder and the Procuring Agency.

### **IB.39 Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

### **IB.40 Margin of Preference**

Unless otherwise specified in the Bidding Data, no margin of preference shall apply. [Domestic Preference shall be applicable in case of International Competitive Bidding as per policy of the government, in accordance with the procedure given in the Bidding Data.]

## **Section-III: Bidding Data Sheet**

**BIDDING DATA**

- 1. Name and address of the Employer:**  
Board of Management Sundar Industrial Estate,  
Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore.
- 2. Name of the Project & Summary of the Works:**  
“Cleaning of Sewer Pipe Line Sewer Drain at SIE.”
- 3. Time limit for clarification:**  
The bidder may request clarification of the bid documents, in written, at least 7 days before bid opening date.
- 4. Bid language:**  
All bids shall be in the English language.
- 5. Period of Bid Validity:**  
180 days from the date of bid opening as mention in IB 27.3
- 6. Amount of Bid Security:**  
Two (02) percent (i.e. PKR: **109,856/-**) of the total Estimated Budget Value.
- 7. Defect Liability Period:**  
N/A.
- 8. Estimated Budget Value:**  
PKR: 5,492,813/-
- 9. Number of copies of the bid to be completed and returned:**  
One (1) ORIGINAL and one (01) COPY
- 10. Employers address for the purpose of bid submission:**  
Board of Management Sundar Industrial Estate, Gate # 2, Sundar-Raiwind Road, Lahore,  
Pakistan.
- 11. Name and number of the contact:**  
HOD *Engineering, BOMSIE* ,042-35293291
- 12. Deadline for submission of bids:**  
2-11-2022 at. 11:00 hrs
- 13. Venue, time and date of bid opening:**  
Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind  
Road, Lahore 2-11-2022 at. 11:30 hrs
- 14. Time for Completion with delivery to SIE:**  
360 days w.e.f Purchase Order/signing of contract agreement

**15. Responsiveness of Bids:**

The responsiveness of the tenders shall be ascertained as the conditions below:

- a) The Bids meet with clause IB.3 and in-line with requirements stated in clause IB.11 to these bidding documents.
- b) The bid is valid till the required period.
- c) The bid prices are firm and final for the contract.
- d) Completion period offered is within specified limits.
- e) The Tender does not deviate from Basic Requirements.

**16. Currency:**

Payment of Contract Price shall be in Pakistani Rupees.

**17. Terms of Payments:**

The quantities given in the BOQ are merely estimation. Payment to the Contractor shall be made as per actual work done dully verified by the Engineer In charge of the project”

**18. Retention of Payment**

Retention money equal to Five (05%) of the Work done will be deducted from each payment and will be released after successful completion of Defect Liability period (DLP). ( N/A)

**19. Liquidated Damages for Delay**

The rate of liquidated damages shall be at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price.

## **Section-IV: BIDDING FORMS**

## Form of Bid

Date: \_\_\_\_\_

Bid Reference No. \_\_\_\_\_  
(Name of Contract)

To:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentleman,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery and Completion Schedule, the following Works \_\_\_\_\_  
\_\_\_\_\_;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_  
\_\_\_\_\_;

(d) The discounts offered and the methodology for their application is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

(e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have Nationalities from the following eligible countries \_\_\_\_\_;

(h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part

of the Contract, has not been declared ineligible by the Procuring Agency;

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

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

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

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Witness:

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

## **Section-V: SCHEDULES TO BID**

## Schedule-A

**Price Schedule**

Name of Bidder \_\_\_\_\_ Bid Reference Number \_\_\_\_\_

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

Sr #	Ref.	Description	Unit	Qty	Rate	Amount
<b>A- MRS Items</b>						
1	NMRS	Cleaning of Sewer Pipe Line Sewer Drain including dispose off garbage from site complete in all respects as directed by Engineer Incharge.	Rft	13950		
<b>A) Non MRS Items Total</b>						
<b>B) 5% PRA</b>						
<b>C) Grand Total NMRS</b>						

Amount in Words:

Note:-

- Prices should be inclusive of all govt. duties and taxes.
- Prices should be in Pakistan Rupees.

Sign /Stamp .....

**Schedule-B**

# Manufacturer's Authorization

Date: \_\_\_\_\_

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

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ who are  
official \_\_\_\_\_ manufacturers of  
\_\_\_\_\_ having factories at  
\_\_\_\_\_ do hereby  
authorize \_\_\_\_\_ to submit a Bid in  
relation to the Invitation for Bids indicated above, the purpose of which is  
to provide the following Works, manufactured by us  
\_\_\_\_\_ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Works offered by the above firm in reply to this Invitation for Bids

Name \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Schedule-C

Schedule-D

## Delivery and Completion Schedule

Sr. No.	Work Description	Units	Quantity	Completion Time	Location
1.	Cleaning of Sewer Pipe Line Sewer Drain including dispose off garbage from site complete in all respects as directed by Engineer Incharge.	Cft	13950	360 days w.e.f issuance of purchase order	Board of Management, Sundar Industrial Estate, Raiwind Road, Lahore

## **Section-VI: STANDARD FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
ADVANCE PAYMENT SECURITY  
INTEGRITY PACT**

**FORM OF BID SECURITY**

(Bank Guarantee)

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

(Letter by the Guarantor to the Employer)

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

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

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

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

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

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

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

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

- (ii) Sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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

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

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

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

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

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

Witness:

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

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

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

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

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

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

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

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**

**(Bank Guarantee)**

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

(Letter by the Guarantor to the Employer)

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

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

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

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

\_\_\_\_\_  
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 “Employer”) of the one part and \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed 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 Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of the Employer

\_\_\_\_\_

\_\_\_\_\_

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

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

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_ (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 Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) 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 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 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, as aforesaid, 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 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 telefax.

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)

**INTEGRITY PACT****DECLARATION OF FEE AND COMMISSION ETC. PAYABLE  
BY THE SUPPLIERS OF WORKS, SERVICES & WORKS IN  
CONTRACTS WORTH  
R S. 10.00 MILLION OR MORE**

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

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

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

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

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

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

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

Name of Seller/Supplier: -----

Signature: -----

Date: -----

**Section VII:**  
**CONDITIONS OF CONTRACT &**  
**CONTRACT DATA**

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## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

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

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

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

##### **Persons**

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

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

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

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

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

1.1.8 “Day” means a calendar day

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

##### **Money and Payments**

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

##### **Other Definitions**

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.

- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## 1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. 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 EMPLOYER**

### 2.1 **Provision of Site**

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

### 2.2 **Permits etc.**

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

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

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

#### 2.4 **Approvals**

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

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

#### 3.1 **Authorized Person**

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

#### 3.2 **Engineer's/Employer's Representative**

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

### 4. **THE CONTRACTOR**

#### 4.1 **General Obligations**

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

#### 4.2 **Contractor's Representative**

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

#### 4.3 **Subcontracting**

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

#### 4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security @ 10% of the contract amount at the option of the bidder, in the form of Bank Guarantee or CDR 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/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 **Responsibility for Design**

The Contractor shall remain responsible for his 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/Employer shall be responsible for the Specifications and Drawings.

## 6. **EMPLOYER'S RISKS**

### 6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing 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 Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

**7. TIME FOR COMPLETION****7.1 Execution of the Works**

The Contractor shall commence the Works 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/Employer 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 Employer/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 Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.

**7.4 Late Completion**

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

**8. TAKING-OVER****8.1 Completion**

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

**8.2 Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/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 Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and

subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

## 9.2 **Uncovering and Testing**

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

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

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

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- 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/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used, or
- f) Market Rate System (MRS) District Lahore issued by Govt. of the Punjab Finance Department.

### 10.3 **Early Warning**

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

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

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

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

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

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

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

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

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to satisfactory execution of work as per specifications, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate subject to satisfactory execution of work as per specifications, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project

#### (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; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

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

#### 11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not

exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

#### 11.4 **Retention**

Retention money shall be paid by the Employer 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 Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

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

#### 11.6 **Currency**

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

### 12. **DEFAULT**

#### 12.1 **Default by Contractor**

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

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

#### 12.2 **Default by Employer**

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

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

### 12.3 **Insolvency**

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

### 12.4 **Payment upon Termination**

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

### 12.5 **Mobilization Advance**

The Contractor will be entitled for payment of Mobilization Advance upto maximum 15% of contract amount against bank guarantee of equivalent amount.

## 13. **RISKS AND RESPONSIBILITIES**

### 13.1 **Contractor's Care of the Works**

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

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

### 13.2 **Force Majeure**

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

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

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

- 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 Employer 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 Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given

within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

### 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 thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## 16 **INTEGRITY PACT**

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

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

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

## 17. **Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed in the Contract, then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

## 18. Provisional Sum

### 18.1 Definition of "Provisional Sum"

"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be in whole or in part, or not at all on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply of contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

### 18.2 Use of Provisional Sums

In respect of every Provisional Sum the Engineer shall have authority to issue instruction for the execution of work or for the supply of goods, material, plant or services by:

- (a) the contractor, in which case the contractor shall be entitled to an amount equal to the value thereof determined in accordance with clause I.B-12 and
- (b) a nominated Contractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefore shall be determined and paid in accordance with Sub-Clause I.B-12.

### 18.3 Production of Vouchers

The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.

**CONTRACT DATA****Conditions of Contract****1.1.4 The Employer means;**

Board of Management, Sundar Industrial Estate

**1.1.5 The Contractor means;**

Revamp of Data Center at Sundar Industrial Estate.

**1.1.7 Commencement Date means;**

The date given in the Letter of Award / Acceptance.

**1.1.9 Time for Completion:**

360 days

**1.1.20 The Engineer:**

HOD (IT), BOM-SIE

**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

**2.1 Provision of Site:**

Date Commencement will be The Date for provision of Site.

**3.1 Authorized person:**

HOD *Engineering, BOMSIE*, 042-35293291

**3.2 Name and address of Engineer's / Employer's representative**

HOD (*Engineering, BOMSIE*), Gate No.2 Sundar Industrial Estate Raiwind Road, Lahore.

**4.4 Performance Security:**

10% of Contract amount. And will be released after successful completion of Defect Liability period (DLP).

**5.1 Requirements for Contractor's design (if any):**

Not Applicable

7.2 **Program:**

**Time for submission:**

Within Ten (10) days of the receipt of Acceptance Letter.

9.1 **Period for remedying defects**

N/A.

11.1 **Terms of Payments:**

The quantities given in the BOQ are merely estimation. Payment to the Contractor shall be made as per actual work done dully verified by the Engineer Incharge of the project”

11.4 **Retention of Payment**

Retention money equal to Five (05%) of the Work done will be deducted from each payment and will be released after successful completion of Defect Liability period (DLP). (N/A)

11.6 **Currency of payment:**

Pak. Rupees

15.3 **Arbitration**

Place of Arbitration: Lahore.

17. **Liquidated Damages for Delay**

The rate of liquidated damages shall be at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price)

## **SPECIAL CONDITIONS OF CONTRACT**

1. The Bidder shall agree with the Procuring agency the time and place for the testing of any material as provided within contract.
2. If as a result of the inspection, examination or testing, the delivered Works / work do NOT fulfill the agreed requirements of the Employer, the Engineer may reject the products and upon failure to meet the Employer's requirements as per the Tender Documents, the contract may be terminated. Putting the supplier/contractor in default.
3. The original offer / bid security should be submitted. Photocopies shall not be entertained and result in rejection of Bid.
4. Bidder shall submit warranty/guarantee certificate on company letter head duly signed and stamped of one year at time of delivery at Procuring Agency's site. (Not Applicable)
5. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.
6. Any bidder, that fail to meet the eligibility criteria and submit uncompleted documents shall be rejected.
7. It shall be responsibility of bidder to develop understanding with project at their own risk and cost.
8. All required test responsibility of contractor
9. The procuring Agency reserve the right to impose a penalty of PKR 5000/- per day or cancel the work order/ purchase order with forfeit of the performance security, if successful Bidder do not start the project within 15 days from the date of signing of work order/ Purchase order.
10. Where there shall be discrepancy, PPRA Standard Bidding document shall prevail.
11. Quality Assurance Guaranty @ 10% (Ten Percent) in shape of bank guarantee/pay order/CDR. The Lahore High Court Lahore in an Intra Court Appeal (ICA) number 18231/2021 has however decided the matter by giving the verdict that in terms of Rule 56 of PPRA Rules 2014, the bidder when quoting rate below the prescribed rate of 5% (acceptable limit) then the additional Performance guarantee or quality insurance security shall have to be within the approve limit of 10%.