

**TENDER NOTICE**

**BOARD OF MANAGEMENT  
SUNDAR INDUSTRIAL ESTATE**

**TENDER NOTICE**

1. **Board of Management Sundar Industrial Estate (BOMSIE)** invites sealed bids from Eligible Bidders, Manufacturers, Authorized Sales & Service Dealers / Distributors/ reputed companies in the field of Providing and Fixing Boundary Wall Fence with Razor Wire (registered with Income Tax and Sales Tax Departments and who are Active Taxpayers list of the Federal Board of Revenue for followings Tenders

TENDER NO.	TENDER DESCRIPTION	PROCEDURE	Estimated Budget and Value of earnest money @2%	SUBMISSION DATE & TIME	OPENING DATE & TIME
ED/SIE 2018-19/CF/CAPITAL/BWF/RW-1	<b>Providing and Fixing Boundary Wall Fence with Razor Wire</b>	<b>Single Stage - One Envelop Procedure</b>	PKR 2,994,189/-  PKR 59,884 /-	10-12-19 At 11:30 hrs	10-12-19 At 11:30 hrs

- Bidding, shall be conducted through Open Competitive Bidding (**Single Stage - One Envelop**) procedure specified in the Punjab Procurement Rules 2014.
- Interested eligible bidders on payment of non-refundable fee of PKR1000/- (Pak Rupees; One Thousand Only) in the form of Bank Draft or Pay Order from any schedule Bank of Pakistan in favor of "Board of Management - Sundar Industrial Estate" can purchase complete set Tender Document during working hours (9:00am to 5:00pm - Monday to Friday) from the office of Board of Management Sundar Industrial Estate. The document can also be downloaded from the websites [www.sie.com.pk](http://www.sie.com.pk) or [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk), respectively.
- Bids complying in all aspects as per instructions given in the bidding documents along with the requisite bid security in the shape of CDR/Pay Order/Bank Draft/Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of BOMSIE, must reach at BOMSIE office mentioned hereunder. Tender, will be opened as per schedule mentioned above in the presence of Company's Authorized Representatives who may choose to attend the bid opening.
- Bidder shall submit their financial capabilities in form of Balance Sheets, Bank Statements, Audited Financial Reports for last three years .
- Bidder should not be blacklisted by any Govt. or bilateral / multilateral Financial Institution. Bidder's Annual Turn Over should not be less than 2.994million during last three years.
- It shall be the responsibility of Bidder to develop understanding with the project at their own risk and cost.
- Contract, shall be awarded according to Punjab Procurement Rules 2014.

**Estate Engineer BOM SIE.**

**OFFICE**

BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE  
Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore  
Phone: +92 42 35297291-3, Fax: +92 42 35297080, Email: [info@sie.com.pk](mailto:info@sie.com.pk)

# TENDER DOCUMENTS

*Providing and Fixing Boundary Wall Fence with Razor Wire*

Tender No.: ED/SIE/ 2018-19/CF/CAPITAL/BWF/RW-1

## BOARD OF MANAGEMENT

## SUNDAR INDUSTRIAL ESTATE (BOMSIE)

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## PREFACE

Sundar Industrial Estate is a **state-of-the-art industrial estate** which was inaugurated in **February 2007** and is the first project assigned to the Punjab Industrial Estates Development & Management Company (PIEDMC). It was envisioned to be an island of facilitation for prospective industrialists. The objective was to develop an industrial estate where issues of residents are handled and problems solved through 'One Window' operations.

SIE has infrastructure comparable to any modern industrial estate globally.

After analyzing the needs of entrepreneurs, SIE has ensured availability of the following amenities.

- Reinforced Concrete Road Network
- Underground Sewerage System
- Underground Electricity Distribution System
- Walled industrial estate with limited entry/exit points.
- Telecommunications System
- Fully Equipped Fire Station
- Technical Training Facilities
- Estate-operated Security Arrangements
- Hospital / Emergency Medical Services (Social Security)
- Mosque
- Petrol Stations

In continuation of the above developments and the maintenance of these facilities, the Board of Management is inviting interested parties to bid for the provision of goods and/or works as stated in the document as follows.

## I. INVITATION TO BID

1. **Board of Management Sundar Industrial Estate (BOMSIE)** invites sealed bids from Eligible Bidders, Manufacturers, Authorized Sales & Service Dealers / Distributors/ reputed companies in the field of Providing and Fixing Boundary Wall Fence with Razor Wire registered with Income Tax and Sales Tax Departments and who are Active Taxpayers list of the Federal Board of Revenue for followings Tenders

TENDER NO.	TENDER DESCRIPTION	PROCEDURE	Estimated Budget and Value of earnest money @2%	SUBMISSION DATE & TIME	OPENING DATE & TIME
ED/SIE 2019-20/CF/CAPITAL/BWF/RW-1	Providing and Fixing Boundary Wall Fence with Razor Wire	Single Stage - One Envelop Procedure	PKR 2,994,189/- PKR 59,884	10-12-19 At 11:30 hrs	10-12-19 At 12:00 hrs

2. Bidding, shall be conducted through Open Competitive Bidding (**Single Stage - One Envelop**) procedure specified in the Punjab Procurement Rules 2014.
3. Interested eligible bidders on payment of non-refundable fee of PKR1000/- (Pak Rupees; One Thousand Only) in the form of Bank Draft or Pay Order from any schedule Bank of Pakistan in favor of "Board of Management – Sundar Industrial Estate" can purchase complete set Tender Document during working hours (9:00am to 5:00pm – Monday to Friday) from the office of Board of Management Sundar Industrial Estate. The document can also be downloaded from the websites [www.sie.com.pk](http://www.sie.com.pk) or [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk), respectively.
4. Bids complying in all aspects as per instructions given in the bidding documents along with the requisite bid security in the shape of CDR/Pay Order/Bank Draft/Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of BOMSIE, must reach at BOMSIE office mentioned hereunder. Tender, will be opened as per schedule mentioned above in the presence of Company's Authorized Representatives who may choose to attend the bid opening.
5. Bidder shall submit their financial capabilities in form of Balance Sheets, Bank Statements, Audited Financial Reports for last three years.
6. Bidder should not be blacklisted by any Govt. or bilateral / multilateral Financial Institution. Bidder's Annual Turn Over should not be less than 2.994million during last three years.
7. It shall be the responsibility of Bidder to develop understanding with the project at their own risk and cost.
8. Contract, shall be awarded according to Punjab Procurement Rules 2014.

**Estate Engineer BOM SIE**  
Board of Management SIE, Gate #2, Sundar Industrial Estate, Lahore  
Email: [info@sie.com.pk](mailto:info@sie.com.pk)

## II. INSTRUCTION TO BIDDER

### 1. Scope of Bids

- 1.1 The Board of Management Sundar Industrial Estate (BOMSIE) seeks a bidder interested in "Providing and Fixing Boundary Wall Fence with Razor Wire) as per details mentioned in this tender document. Successful bidder would enter into a contract as per Punjab Procurement Rules 2014.
- 1.2 Bidding shall be conducted under "**Single Stage - One Envelop Procedure**" laid down in Punjab Procurement Rules 2014. The contract shall be awarded as per evaluation Criteria mentioned in this document.
- 1.3 Bidders shall submit their bids with proper Indexing Table / Page Number and attach all the mandatory / required documents in Annex or tagging format.

### 1a). Bidder's Capabilities: -

The bidder shall provide documents as per the Sub-Clauses below to demonstrate its experience with such projects. Bidders must possess and provide further evidence, if required, of the following to the satisfaction of the procuring agency.

1. Experience in Providing and Fixing Boundary Wall Fence with Razor Wire.
2. The Bidder shall certify the capacity and capability of the manufacturer (from which goods are offered) in terms manufacturing, quality-assurance and testing facilities.
3. Bidder shall provide evidence of qualified man-power and previous cases of delivering quality materials according to bid specifications and delivery requirements.
4. In the case of a bidder offering to supply Goods under the Contract, which the bidder did not manufacture or otherwise produce, the bidder shall provide proof of having been duly authorized by the Goods manufacturer or producer to supply the Goods within Pakistan.
5. The bidder has the financial, technical and trading/production capability (as per role in supply chain) necessary to perform the Contract.

In the case of a bidder not doing business within Pakistan, the bidder is or will be (if successful) represented by an agent in Pakistan equipped in carrying

6. out warranty terms, if any, fully and to the Employer's satisfaction.

### 1b). Further Requirements for JVs

In addition to the sub-clauses under Clause 4, the following apply for Joint Ventures:

1. At least one of the partners of joint venture shall satisfy the relevant capabilities specified under hereinabove.
2. All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirements.
3. All partners of the joint venture shall at all times and under all circumstances be liable jointly and separately to the Employer for the execution of the entire contract in accordance with the contract agreement, terms and conditions; a statement to this

effect shall be included in the Form of Contract Agreement (in case of a successful bidder).

4. The Form of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
5. 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.
6. The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
7. 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 partner without prior written consent of the Employer.

## 2. Source of Funds

The BOMSIE, a body established by the Punjab Industrial Estate Development and Management Company (PIEMDC), a public-private partnership company formed by the Government of Punjab will arrange funds to meet its cost from its own resources.

## 3. Eligibility of Bidders

The bidder must provide following documents falling which their bid shall not be considered for evaluation:

- 3.1 Application letter (as per the format) for participation in tendering process.
- 3.2 Attested Copy of NTN Registration Certificate and Tax Returns and PRA.
- 3.3 Financial Soundness Details Balance Sheets, Bank Statements, Audited Financial Reports for last three years.
- 3.4 Office/factory/workshop details at Lahore with Phone Numbers / Addresses.
- 3.5 Declaration duly Signed and in tamped on Rs. 100/- Pakistan Judicial (Stamp) Paper by bidder as per following specimen.

### **Declaration Specimen**

*Certified that M/s. .... has not been blacklisted by any public sector Gov./Semi Gov./Associates organization in Pakistan.*

- 3.6 Duly signed and stamped compliance of this tender document.
- 3.7 Duly signed and stamped Certificate / Undertaking on Rs. 100/- Pakistan Judicial (Stamp) Paper by Company as mentioned below of this document.

## **UNDERTAKING / CERTIFICATE**

*If provided information with the bid documents is found false or any criminal proceedings found in any court of Law, the Contract/Order will be immediately*

*terminated without making any refund/payment. Further, the performance security given by the firm will also be confiscated and the Firm will be declared as Blacklisted.*

3.8 *Copy of Tender Purchase Receipt.*

**4. Cost of Tendering:**

The bidder shall bear the costs associated with the preparation and submission of its documents. BOMSIE in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**5 Clarifications of Tendering Documents:**

A prospective bidder requiring any clarification(s) may notify to BOMSIE in writing. The BOMSIE representative will respond to any request for clarification; which is received at least 5 working days before the closing date set for the submission of bids.

**Amendment of Tender Documents:**

5.1 At any time prior to the deadlines for the submission of bids, BOMSIE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, may modify the tender documents by issuing addendum/amendment.

5.2 Any addendum/amendment thus issued shall form integral part of the tender documents. To afford Company's a reasonable time frame in which to take an addendum into account in preparing their bids, the BOMSIE may at its discretion extend the deadline for submission of bids.

**6. Language of Documents:**

6.1 Bid documents and related correspondence will always be in English Language.

6.2 The bid should have a covering letter on printed letterhead of the firm. All pages of the bid shall be initiated / signed and stamped.

6.3 All the documents attached with the bid should be in English language.

**7. Price:**

7.1 Price/Bid offer should be quoted in Pak Rupees as per given format.

7.2 The price / bid offer quoted should be firm, final and clearly written /types without any ambiguity.

7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal government etc. (e.g. GST, Income Tax, PRA, Withholding Tax etc.). Any change in taxes/duties/levies etc. except change in sales tax shall be to bidder's account and no claim for change in the quoted prices shall be entertained. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

7.4 The price/bid offer shall be entered for the whole duration of till expiry of bid validity. The bidder must adhere to the instruction mentioned in these bidding documents and failure to do so may render their bid liable to rejection.

7.5 The prices quoted by the bidder which become the basis for placement of a contract and remain fixed during the bidder's performance of the contract and be



not subject to variation on any account. A bid submitted with variable or conditional price will be treated as non-responsive and rejected.

**8. Delivery Schedule:**

The successful bidder shall be required to complete the work as per Data Sheet.

**9. Bid Security / Earnest Money**

9.1 a). The bidder shall furnish a bid security/ earnest **money** Equivalent to **Estimated Budget and Value of earnest money @2% as mentioned in Invitation to Bid** in the form of a Pay-Order / Demand Draft / Call Deposit, or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the Board of Management Sundar Industrial Estate. Bid Bond/Bid Security must be enclosed / received along with the respective bid of a bidder at the time of bids opening in original form. If a bid security / bid bond from a bidder is received separately from its bid, BOMSIE shall not be responsible in any way.

b). The Bid Security will serve as guarantee in case bidder subsequently either withdraw or unilaterally modify vary or alter his bid after opening of the bids and before expiry of bid validity period or fail to accept the contract place on them within the validity of their bid or its extended validity in case his bid turns out to be the successful bid.

c). The cost of the above bid security shall be born by the Bidder.

9.2 All bid bond shall be valid for a period of 90 days after the opening of bids or un till 30 days after the expiry date (or extended expiry date) of quotation submitted by the bidder whichever is later. In case of subsequent extension in the validity of a bid, the bid bond will also be revalidated correspondingly.

9.3 Any bid not accompanied by an acceptable bid security shall not be read out during bid opening and shall stand rejected as Non-Responsive.

9.4 The bid securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid whichever is earlier.

9.5 The bid security of the successful bidder will be returned only when bidder sign the relevant contract/agreement and furnish the Performance Security.

**9.6 The bid security / earnest money may be forfeited / confiscated:**

- i. If a bidder either withdraw or unilaterally modify vary or alter his bid after opening of the bids and before expiry of the bid validity period.
- ii. If the bidder does not accept the correction of his bid price.
- iii. In the case of a successful bidder, if he fails to sign/accept the contract agreement.

- iv. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates / affidavits etc.

### **9.7 Validity of Bids**

- a). Bid must remain valid at least for a period of **90 days** from the closing date of the tender failing which such offers having shorter validity period may be rejected.
- b). BOMSIE may solicit the bidders consent to an extension of the period of validity. The request and the response there to shall be made in writing/email/fax. The bids security shall also be suitable extended.
- c). Once contract is signed within the original/extended validity period of bid, the quoted prices would remain firm and irrevocable and will not be subject to any revision in prices till during whole period of the contract.

### **10. Warranty/Guarantee Certificate / After Sale and Service**

- i. The supplier warrants that the material/services will be in accordance with the particulars mentioned in the purchase order.
- ii. The supplier warrants that the material/ services will be free from defects in material and workmanship.
- iii. The supplier obligations under the warranties expressed in sub paragraph (i) and (ii) above shall be limited to replacement at BOMSIE free of cost including all applicable duties and taxes etc., which at the time of receipt by the BOMSIE or under normal use and maintenance prove defective in material/workmanship or fail to comply with required performance in the normal course of service. This warranty shall be valid for a period of 12 months from the date of receipt of material.
- iv. This warranty shall be in addition to the normal inspection. Tenders not complying with these instructions are liable to be ignored.

### **11. Performance Security:**

- 11.1 PERFORMANCE SECURITY: Within 7 days after the notification of award of the contract, the contractor shall furnish Performance Bond Guarantee in the form of Bank Guarantee issued by a scheduled Bank in Pakistan, to the BOM-SIE in the amount of 10% (percent) of the total net value of the contract. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 11.2 The Performance Bond Guarantee shall remain valid for one-month after

completion of the contract period. BOM-SIE shall promptly notify the contractor in writing of any claim arising out of performance of the contract. Upon receipt of such notice, the contractor shall, with all reasonable speed, settle the claims. If the contractor having been notified, fails to fully settle the claim within a week's time, BOM-SIE may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which BOM-SIE may have against the contractor under the contract, including partial or complete forfeiture of the Performance Bond Guarantee.

- 11.3 Nothing contained herein shall be construed to limit the contractor's obligations and liabilities with regard to the performance of the contract.
- 11.4 The Performance Bond Guarantee will be discharged by BOM-SIE as soon as possible following the date of completion of the contractor's Performance obligations under the contract.

## **12. Clarifications / Corrections of Bid**

- a). If bidder have any doubts as the meaning of any portion of this tender, they should when submitting their bid, set out in their covering letter, the interpretation upon which they rely.
- b). No bidder will be permitted to alter his bid after the bids have been opened, but clarifications not altering substance of his bid may be solicited and/or accepted. No bidder will be asked or required to alter the substance of his bid.
- c). All deviations from or exceptions to or qualifications of any stipulation in these bidding documents shall be clearly stated separately in the proposals.
- d). Bidders are required to attach all the required enclosures of the tender enquiry duly filled in, signed/stamped along with the bid, failing which the offer may not be considered for evaluation.
- e). Arithmetical errors will be rectified on the following basis:
- i. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. Any mistake in addition / totaling can be corrected.
  - ii. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security may be forfeited.

## **13. Penalty of Delay**

In case, bidder fails to execute the contract in accordance with the terms & conditions laid down in the contract agreement, performance security may be forfeit/en-cashed with a penalty @ 0.2% of total cost per day will be imposed (maximum up to 10%).

**14. Bid Submission and Opening**

- a) The envelope containing your bid must be submitted in a sealed package in such a manner that contents of the bid are fully enclosed and cannot be known until duly opened. The envelop should be marked as under:

**Confidential**  
**Tender Enquiry No. ED/SIE/2019-20/CF/CAPITAL/BWF/RW-1**  
**Description: "Providing and Fixing Boundary Wall Fence with**  
**Razor Wire"**  
**Closing Date: 10-12-19 at 11:30 hrs.**

And Addressed to:

**M/s. Board of Management Sundar Industrial Estate (BOM-SIE)**  
**Sundar Raiwind Road, Lahore**  
**Tel: 042-35297291 – 3 , Fax: 042 - 35297080**

- b). Number of copies of the Bid Document  
**One (1) ORIGINAL and one (02) COPIES,**

ORIGINAL Package should be in sealed form containing Two separate sealed Envelopes marked as "Original - Technical Proposal" and "Original - Financial Proposal".

- c). The tender shall close at **11:30 hrs on 10-12-19** Sealed Bids must be delivered in BOMSIE office not latter than the closing time and date. It shall be the responsibility of the bidder to ensure that his bid reaches the address given in these bidding documents on or before the closing time and date. Bids received late shall not be entertained and shall be returned unopened.

Bids shall be opened the same day at 12:00. hrs in the office of Board of Management Sundar Industrial Estate (BOMSIE) in the presence of bidders or their authorized representative who may choose to attend. Only one authorized representative of a bidder will be allowed to attend the public opening of the bids, who will be required to submit an authority letter in his favour issued by the respective bidder(s) for attending the public opening of bids, failing which he may not be allowed to attend the public opening.

- d). Quotation should not have any over-writings, corrections, if any must be made by deleting and re-writing. All such deletions/cuttings must be authenticated by the additional signatures. Quotation carrying over-writing are likely to be disregarded.

#### **14. Evaluation of Bids**

- 14.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 14.2 The relevant Committee will evaluate and compare only the bids determined to be substantially responsive.
- 14.3 It will be examined in detail whether the services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria.
- 14.4 It will be examined in detail whether the documents comply with the conditions of the tender document.
- 14.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by BOMSIE, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

#### **15. ELIGIBILITY & QUALIFICATION CRITERIA**

##### Qualification Criteria:

- |   |           |
|---|-----------|
| a). Income Tax / Sales Tax Registered / Tender Purchase Receipt | Mandatory |
| b). Active Taxpayer   | Mandatory |
| c). Organizational Information as per Annex – A                 | Mandatory |

#### **16. Canvassing**

After the public opening of the bids information relating to examination clarification and evaluation of bids and recommendation concerning award is strictly confidential. Any effect on the part of the bidder or his agent to extract information or canvassing at any stage of the tender evaluation is strictly prohibited.

#### **17. Award of Contract and BOMSIE Right**

- a). Contract against this tender enquiry as per detailed requirements and terms and conditions may be forwarded to the bidders whose bid(s) has been determined to be the lowest evaluated bid (s) with acceptable and assured delivery of services

- and who meets the required specifications and commercial and reliability standards.
- b). BOMSIE reserves the rights to reject all bids or proposals as per PPRA Rules and bids which do not meet the clauses of tender document or where there is evidence of lack of competition or where the lowest evaluated bid is higher than the estimate by an amount which is in the opinion of BOMSIE is sufficient to justify such a cause.
  - c). BOMSIE does not bind itself to accept the lowest price bid or any particular bid or any part of a bid and will not be responsible to pay the expenses or losses which may be incurred by any tenderer/bidder in preparation of his bid.
  - d). General Performance of the Bidders The Procuring Agency reserves the right at the time of award of Contract to increase or decrease by up to 15% the quantity of goods and supplies specified in the Schedule of Prices as per procuring rules without any change in the unit price or other terms and conditions.

## **18. Force Majeure**

- 18.1 Force majeure shall mean any event, act or other circumstances not under the control of the BOMSIE or of the Security Service Provider i.e., Earthquake, Flood, or any other Severe Climatic circumstances.
- 18.2 If by reasons of Force Majeure supplies or security services cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the BOMSIE keeping in view its all the circumstances and requirements.
- 18.3 If a Force Majeure situation arises, the Security Service Provider shall, by written notice served on the BOMSIE, indicate such condition and the cause thereof. Unless otherwise directed by the BOMSIE in writing, the Security Service Provider shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **19 VARIATIONS AND CLAIMS**

### **19.1 *Right to Vary***

The Buyer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Buyer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Buyer/Engineer in writing and if the same are not refuted/denied by the Buyer/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.

### 19.2 *Valuation of Variations:*

Variations shall be valued as follows:

At a lump sum price agreed between the Parties, or

- a. Where appropriate, at rates in the Contract, or
- b. In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- c. At appropriate new rates, as may be agreed or which the Engineer/Buyer considers appropriate, or
- d. If the Engineer/Buyer 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.

### 19.3 *Early Warning*

The Contractor shall notify the Engineer/Buyer 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/Buyer 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.

### 19.4. *Valuation of Claims*

If the Contractor incurs Cost as a result of any of the Buyer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Buyer'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/Buyer within fourteen (14) days of the occurrence of cause

### 19.5 *Variation and Claim Procedure*

The Contractor shall submit to the Engineer/Buyer 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/Buyer shall check and if possible agree the value. In the absence of agreement, the Buyer shall determine the value.

## 20. *CONTRACT PRICE AND PAYMENT*

### 20.1 *Terms of Payments*

The amount due to the Contractor under any Interim Payment Certificate (IPC) issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall be paid by the Buyer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Buyer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Buyer 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. The contractor shall submit schedule of payment for supply and installation of the work.

### 20.2 *Monthly Statements*

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

The value of the Works executed; and

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/Buyer a statement showing the amounts to which he considers himself entitled.

### 20.3 *Interim Payments*

Payment will be carried out as per payment schedule in condition of contract signed by the Buyer & Contractor. The minimum value of IPC shall be 25% of the value of work.

### 20.4 *Retention*

Retention money shall be paid by the Buyer 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.

### 20.5 *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 Buyer together with any documentation reasonably required to enable the Buyer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Buyer shall pay to the Contractor any amount due to



the Contractor. While making such payment the Buyer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

#### 21.6 *Currency*

Payment shall be in the currency stated in the Contract Data

## 22 INTEGRITY PACT

### 22.1 *Violation of Integrity Pact*

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 Buyer 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
- c. Recover from the Contractor any loss or damage to the Buyer 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 Buyer 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 Buyer under Sub-Para (a) and (c) of this Sub-Clause.

**II. BID DATA SHEET**

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:** "Providing and Fixing Boundary Wall Fence with Razor Wire"
3. **Time limit for clarification:** The bidder may request clarification of the bid documents, in written, until the bid opening date.
4. **Bid language:** All bids shall be in the English language.
5. **Period of Bid Validity:** 90 days from the date of bid opening.
6. **Amount of Bid Security:** Two percent (i.e. PKR 59,884/-) of the total Estimated Budget Value.
7. **Defect Liability Period:** 6 Months.
8. **Estimated Budget Value:** PKR 2.994.189/-
9. **Number of copies of the bid to be completed and returned:**  
One (1) ORIGINAL and one (02) COPIES
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:** Lt.Col. Muhammad Ibrahim, Estate Engineer BOM SIE.
12. **Deadline for submission of bids:** 10-12-19 at 11:30 hrs.
13. **Venue, time and date of bid opening:** Conference Room, BOMSIE Office, Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore at 12:00 hrs on 10-12-19
14. **Time for Completion with delivery to SIE:** 6 months
15. **Liquidated Damages (LD):** In case, contractor fails to execute the Contract within time limit/extended time limit, performance security may be forfeit/en-cashed with a penalty @ 0.2% of total cost per day will be imposed(maximum up to 10%).
16. **Responsiveness of Tenders:** The responsiveness of the tenders shall be ascertained as the conditions below:
  - (i) The Tender is valid till the required period
  - (ii) The Tender prices are firm and final for the contract
  - (iii) Completion period offered is within specified limits
  - (iv) The Tenderer is eligible to Tender and possesses the requisite experience
  - (v) The Tender does not deviate from Basic Requirements
  - (vi) The Tenders are generally in order, etc.
17. **Currency:** Payment of Contract Price shall be in Pakistani Rupees.
18. **Terms of Payments:**
  - i. 15% Payment as Mobilization Advance shall be issued on submission of Bank Guarantee of same amount if requested by Contractor.
  - ii. 85% Payment Shall be made with work in Progress
  - iii. The minimum value of IPC shall be 25 % of the value of work done.
19. **Retention Money:** Retention money equal to Five (5%) of the work done will be deducted from each payment and will be released after successful completion of Defect Liability Period (DLP).
20. **Performance Security:** 10% of total Value of Contract.

**IV. AWARD CRITERIA**

Contract shall be awarded to Least Cost quoted by the eligible bidder.

*Note:*

- 1. Any bidders that fail to meet the eligibility criteria and submit uncompleted documents shall be rejected.*
- 2. Award of Contract shall be inline to class 17 of ITB.*

**V. SCHEDULE OF PRICES / SCOPE OF WORK****FORM I****PROVIDING AND FIXING BOUNDARY WALL FENCE  
WITH RAZOR WIRE AT SUNDAR INDUSTRIAL ESTATE****MAIN SUMMARY**

SR NO	DESCRIPTION OF WORKS	Total AMOUNT (RS) (Inclusive of all Taxes)
1	PROVIDING AND FIXING BOUNDARY WALL FENCE WITH RAZOR WIRE	

Amount in words: Pak

Rupees:.....

Note: -

1- The total amount of Bid price including all gov. taxes applicable here is to be entered in paragraph 1 of the form of Bid both in figures as well as in words.

2- Amount quotes shall be in Pak. Rupees.

**Name of Bidder / Sign & Stamp**

**V. SCHEDULE OF PRICES / SCOPE OF WORK****(Appendix A)****FORM II**

<b>BOUNDARY WALL FENCE RAZOR WIRE TOTAL LENGTH=10000-RFT</b>					
<b>SR. NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>Total AMOUNT (RS) (Inclusive of all Taxes)</b>
<b>A) MRS ITEM</b>					
1	Fabrication of heavy steel work, with angle, tees, flat iron round iron and sheet iron for making trusses, girders, tanks, etc., including cutting, drilling, rebitting, handling, assembling and fixing, including erection, welding in position.				
	Y- shape 1 1/2"X 1 1/2"X 3/16" and 3' long, 8' c/c, 10000 Length	Kg	3,799.47		
2	Providing and Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars Deformed bars (Grade-40) complete in all respects as per drawings, specifications or as directed by the "Engineer" (b) Deformed bars (Grade-40)				
	Plain Dia of bar 2/8"10000' Length, 3 Nos	Kg	2,268.60		
3	Preparing surface and painting guard bars, gates of iron bars, gratings, railing (including standards, braces, etc.) and in similar open work: i) priming coat. each subsequent coat of paint with in all complete respect and as per specification, drawing or direction by Engineer.	Sft	1,875.00		
4	P/L plain cement concrete i/c placing compacting, finishing and curing of screening and washing 1:2:4 ratio complete in all respect	Cft	351.56		

5	Providing and installation,fixing of razor wire 18" circle dia,450 mm dia, hot dip galvanized, rust proof,inside wire 2.5 mm thickness, blade thickness .45 mm to .5 mm, tensile strength 1300 mpa etc complete in all respect as per specification. Drawing or direction by engineer.	Rft	10,000.00		
<b>GRAND TOTAL</b>				<b>Rs.</b>	

Amount in words: Pak

Rupees;.....

**Notes:**

1. The financial data shall be expressed in Pakistani Rupees (PKR).
2. Bids should be submitted inclusive of all taxes / duties.

**Name of Bidder / Sign & Stamp**

## Appendix B

**Work Program till Delivery Schedule**

Sr. No.	Description	Work Program
1.  W1 W2 W3 W4 W5 W6 W7 W8 W9 W10 W11 W12 W13 W14 W15 W16 So on	<b>Providing and Fixing Boundary Wall Fence with Razor Wire As per attached Bill of Quantities (BOQs) - Appendix A</b>	

Name of Bidder

Sign / Stamp

Note: Shortest possible completion timeframe is required.

**Appendix – C****Organizational Information**

<b>Sr. No.</b>	<b>Required Information</b>	<b>Response (to be filled by Bidder)</b>
1.	Legal name of the organization	
2.	Year of Registration / Establishment of the Organization	
3.	National Tax Number	
4.	General / Punjab Sales Tax Number	
5.	What is the legal status of Bidder's organization? Public Sector Org. / Section 42 Company / Public Ltd. Company / Private Ltd Company / Others (Pls. specify)	
6	Name and designation of Head of Organization	
	Mobile Number	
	Phone/s	
	Email	
	Fax	
	Address of Organization:	
	Website Address:	
7	Name and designation of Contact Person	
	Mobile Number	
	Phone/s	
	Email	

Bidder's Company:

Name:

Sign / Stamp:



## VI. FORM OF BID

**Date**

To: Board of Management Sundar Industrial Estate  
Gate #2 Sundar Industrial Estate  
Sundar-Raiwind Road, Lahore, Pakistan

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for

\_\_\_\_\_.

We (the undersigned), offer to perform the scope of works *with* remedy for any defects therein in conformity with the General and Special Conditions of Contract, Specifications and other details for the sum of Rs. \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions. We agree that the Board of Management Sundar Industrial Estate reserves the right to reject one or all bids on the basis of powers bestowed upon procuring agencies within the PPRA Rules 2014.

We also understand that the selection of the bidder shall be as per the evaluation criteria clearly mentioned within these bidding documents, the purpose of which is to maximize the value for money for the Employer.

\_\_\_\_\_

M/s.

Sign / Stamp

**VII. FORM OF BID SECURITY**

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

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

Name of Guarantor (Bank) with address:  
\_\_\_\_\_

Name of Principal (Tenderer) with address \_\_\_\_\_  
\_\_\_\_\_

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

Tender Reference No. \_\_\_\_\_ Date of Tender \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The “Procuring Agency”) 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 Tender numbered dated as above for \_\_\_\_\_ (Particulars of Tender) to the said Procuring Agency

**and**

WHEREAS, the Procuring Agency has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Procuring Agency, conditioned as under:

1. that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
2. that in the event of;
  - (a) the Principal withdraws his Tender during the period of validity of Tenderer
  - (b) failure of the successful tenderer to sign the proposed Contract Agreement.

then the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Tender as accepted and furnish within the allotted time of his being requested to do so.

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

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency 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**

**Witness 2**

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

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

## VII FORM OF CONTRACT AGREEMENT

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made on the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **Year**]*.

BETWEEN

(1) *Board of Management Sundar Industrial Estate, a semi-government organization under the laws of Pakistan* and having its principal place of business at Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore. ] (hereinafter called “the Employer”), and

(2) *[ insert name of Contractor]*, a corporation incorporated under the laws of *Pakistan* and having its principal place of business at *[ insert: address of Contractor ]* (hereinafter called “the Contractor”).

WHEREAS the Purchaser invited bid No. \_\_\_\_\_ for the \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those \_\_\_\_\_ in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

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 referred to.
2. The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) The Supplier’s Bid and original Price Schedules
  - (e) The Purchaser’s Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services (i.e. \_\_\_\_\_) and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Employer in consideration of the provision of the Goods and Service (i.e. \_\_\_\_\_) and the remedying of defects therein, 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 Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

\_\_\_\_\_  
**(Employer)**

\_\_\_\_\_  
**(Contractor)**

**Witness 1**

**Witness 2**

Signature  
Name  
Title

Signature  
Name  
Title

*BANK GUARANTEE FOR ADVANCE PAYMENT*

*(Letter by the Guarantor to the Buyer)*

Guarantee No. Executed on

of his obligations under the said Contract.

(Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Buyer 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 fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Buyer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Buyer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Buyer 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 facsimile. 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:

Signature of the Contactor

Signature of the Buyer

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

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

Signed, Sealed and Delivered in the presence of:

**Signature of the Contactor**

**Signature of the Buyer**

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

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

**Signed, Sealed and Delivered in the presence of:**

**Witness:**

**Witness:**

\_\_\_\_\_  
**(Name, Title and Address)**

\_\_\_\_\_  
**(Name, Title and Address)**

**INTEGRITY PACT**

DECLARATION OF FEE AND COMMISSION ETC. PAYABLE BY THE SUPPLIERS OF WORKS,  
SERVICES & GOODS 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 time 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: -----**



**IX. GENERAL****CONDITION 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 Draft or Bank Guarantee 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) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the 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 Remediating 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 minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

### 10.4. **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 itemised 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 Clause 47, 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 referred to in Sub Clause 60.8, 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, which ever is the later.

#### 11.5 **Final Payment**

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

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

#### 11.6 **Currency**

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

### 12. **DEFAULT**

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

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 demobilise 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 demobilise from the Site.

### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the 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 demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

### **13. RISKS AND RESPONSIBILITIES**

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

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the 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 demobilise 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 hereabove, 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.

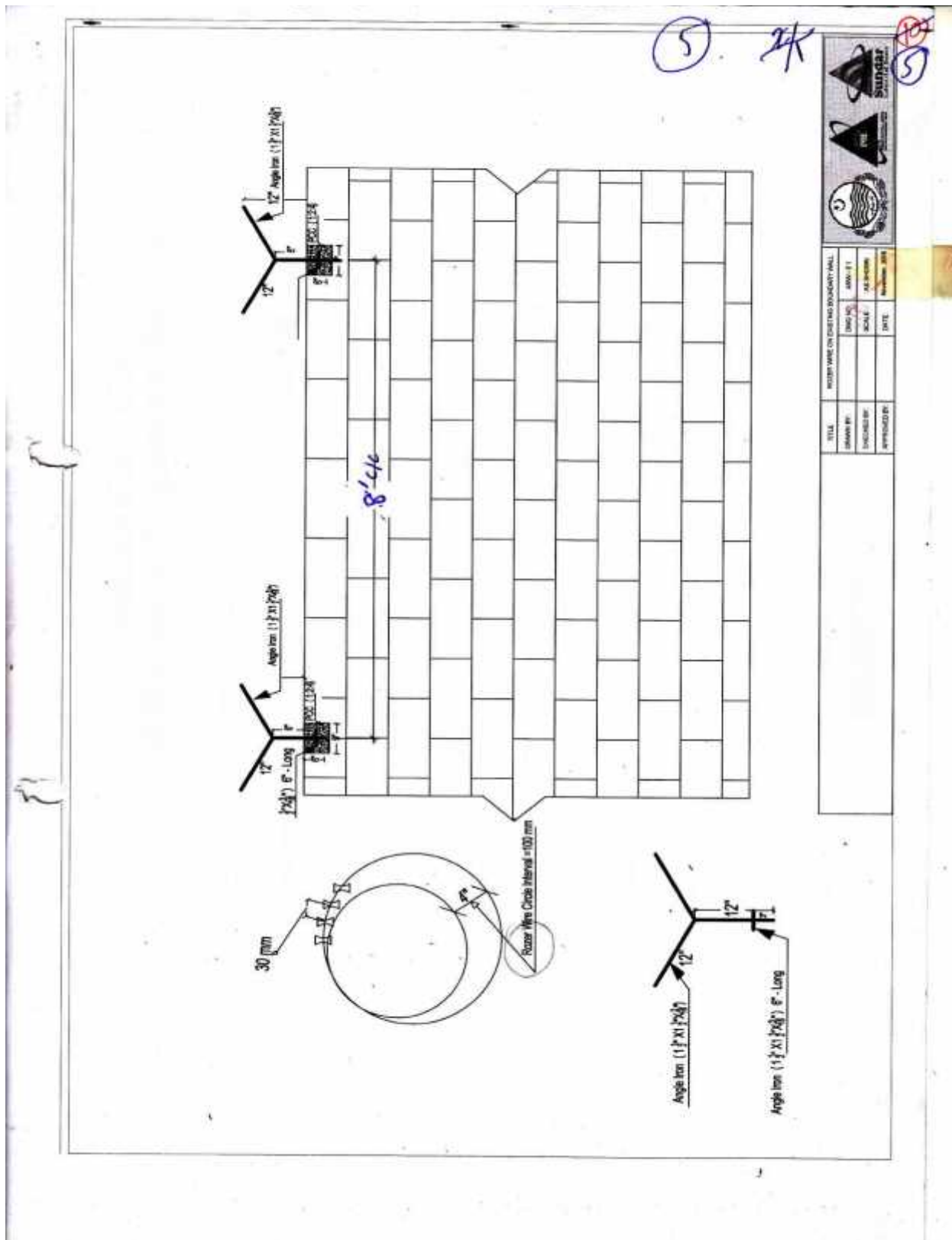
## 1. Liquidated Damages for Delay

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.



## **X. SPECIAL CONDITIONS OF CONTRACT**

1. The contractor shall agree with the Procuring Agency for the time and place for the testing of any material, if required by procuring Agency.
2. If as a result of the inspection, examination or testing, the delivered goods/services do NOT fulfil the agreed requirement. The Procuring Agency may ask for replacement or failure to meet the Procuring Agency's requirements as per the Tender Documents, the contract may be terminated by serving two weeks' notice time.
3. In case of Public Holiday / Close Day on the day of tender opening, tender shall be opened on next working day.



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TITLE	DATE	SCALE	DATE	SCALE	DATE	SCALE
WIRE MESH ON EXISTING BOUNDARY WALL						
DRAWN BY						
CHECKED BY						
APPROVED BY						