

**CONSTRUCTION OF GRADUATE HOSTEL
FOR BOYS AT GIK INSTITUTE, TOPI**

TENDER DOCUMENTS

FOR

**CIVIL, PLUMBING, ELECTRICAL AND OTHER
WORKS**

GIKI/PD/WORKS-950/23

Issued By

Director (Engineering Projects)

**Society for the Promotion of Engineering Sciences & Technology (SOPREST),
Office # 305 & 306, 3rd Floor, ISE Tower, Jinnah Avenue, Blue Area, Islamabad.**

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NOTICE

**GALLOP TENDER NOTICE
CONSTRUCTION OF GRADUATE HOSTEL FOR BOYS AT GIK INSTITUTE, TOPI
GIKI/PD/WORKS-950/23**

Society for the Promotion of Engineering Sciences & Technology (SOPREST) invites sealed bids (Single Stage Two Envelope Procedure) from well experienced construction contractors/firms for **Construction of Graduate Hostel for Boys of about 20 rooms** at the GIK Institute.

2. Eligibility / Participation criteria for work:

S#	Description
i.	Valid Registration Certificate with Pakistan Engineering Council in relevant category and discipline and Category C-5 & above.
ii.	Registration with FBR and Provincial Sales Tax on service authorities and must be on Active Taxpayers list of both authorities.
iii.	List of litigation with authorities/ institutions (if any), their nature and status/ outcome during the last ten years.
iv.	Affidavit/Undertaking regarding non-blacklisting by any public/ private agency. Any firm/entity blacklisted at the time of submitting its bid is ineligible to participate in the bidding process.
v.	Relevant experience certificates/ work orders with list of projects completed during the last five years and certificates of completed and ongoing projects.

3. Detailed BOQ and other terms and conditions can be downloaded from GIK website (www.giki.edu.pk). Tender Fee (Non-Refundable) is Rs. 5,000/-. Sealed bids along with 2% earnest money of the total bid cost should **reach on or before 1500 hours on 26th May 2023. The proposals will be opened in the presence of available bidders at 1530 hours on the same day in SOPREST, Islamabad.** The buildings will be completed in Hundred (100) days from the date of issuance of work order and only those companies giving solid commitment to complete the project within specified time on a stamp paper should participate.

4. The proposals will be treated as non-responsive and shall not be considered for evaluation, if any of the information mentioned in the Tender Documents is omitted, incomplete or not complied with.

5. GIK Institute reserves the right to reject or accept any or all tenders considering relevant rules and essential documentation.

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INSTRUCTIONS FOR BIDDERS

The submission of a tender will imply full acceptance on the part of the tender of these instructions, conditions, stipulations, and the requirements described and set forth in these tender documents.

TENDER DOCUMENTS

The following together comprise the tender documents and are an integral part thereof:

- a) Tender Notice
- b) General Rules and Directions for Guidance of Contractors
- c) Technical Evaluation criteria
- d) General Conditions of Contract
- e) Form of Agreement
- f) Form of performance Guarantee
- g) Form of Mobilization Advance Guarantee
- h) Bill of Quantities (attached) & Tender Drawings (attached)

GENERAL INSTRUCTIONS FOR GUIDENCE OF CONTRACTORS

1. Tender shall be submitted along with all documents in sealed envelopes (Single Stage Two Envelope Procedure). The envelopes must have the name of the work written, "Construction of Graduate Hostel for Boys at GIKI" on them at the top and the name of the tenders written in the left-hand bottom corners.
2. Tenders must be filled in with ink and must be free from erasing small cuttings or over writing.
3. Total amount of work shall be written in figures as well as in words.
4. Conditional tenders will not be considered.
5. The project will be completed within Hundred (100) days and the contractors will have to make their own arrangement for all materials (except noted otherwise). Excuse of the non-availability of any materials in open market will not be held tenable and shall not be considered for the purpose of justification for delay in the execution of the work.
6. The contractor will submit its own work breakdown structure.
7. The contractor shall be responsible for the provision of electricity and water at site of work. The successful tenderer shall make his own arrangement for electric and water supply required for execution of work and of his work people or employees engaged thereon, whether or not a water supply/electric source exist on the site, and all expenses in respect thereof, shall be borne and paid by the contractor. In case the Water Supply and Electric connections are available, these will be charged according to SOPREST procedures. The contractor shall install his own energy/water meter at source to determine the amount of energy and water consumed.

8. Tender rates should be inclusive of all taxes and duties payable to Federal & Provincial Governments and authorities and no claim on this account will be entertained.
9. It must be clearly understood by contractor that no claims on account of market fluctuations will be entertained during the currency of contract for any item of work included in the drawings attached to agreement in other words, it may be clearly understood that no request for escalation of rates will be entertained.
10. Client reserves the right to reject any or all tenders or to accept any tender without assigning any reason thereof and is not bound to accept the lowest tender.
11. Quoted rates shall remain valid for three months (90 days).
12. Damages for delays, in case of non-completion of work within specified time would be @ 1% of tendered amount /day (10% max.), as may be determined by SOPREST.
13. Mobilization advances up to 10% of contract value will be made by the Client. Recovery of mobilization advance @ 10% of gross amount from running final bill of contractor. Running payments will be made after checking the bill submitted by the contractor at site by Client's Engineers.
14. Defect liability period, 12 x months from the completion date.
15. All tests i.e., concrete, bricks, steel, crush, cement, and other materials will be performed by the contractor at his own cost from time to time as directed by the client / engineer.
16. Participants shall inspect the site of work and surroundings and shall satisfy themselves before submitting their tenders as to the quantities and nature of works, climatic conditions, the locations, form and nature of the site and the terrain, the requirements and availability of manpower, labors, materials, water, electricity and roads, the means and access to the site, transportation and communication facilities and in general shall themselves obtain all necessary information as to cost, risks, contingencies and other circumstances which may affect or influence their tenders. The costs of visiting the site shall be at the tenderer's own expense.
17. The employer shall not assume any responsibility for information, interpretation & deductions the Tenderers may make from the data furnished by the Employer or the Architect, no verbal understanding, agreement or conversation with any officer, employee or agent or the employer or the Architect, either before, during or after the execution of the Contract, shall affect or modify any of the terms or obligations contained in the tender documents.
18. Tender drawings showing the proposed work are also being attached with these documents. The client, however, reserves the right to make any addition, alteration or modification to these drawings or specifications at any time in the best interest of the work.
19. Tenderers will have no claim for reimbursement of any expenses of kind whatsoever incurred in connection with, for and submission of these tenders.
20. The work is to be satisfactorily completed in all respects within 100 days starting from date of the issue of the client Order to commence. It is an incentive Contract, Failure of the contractor to complete the whole of works within the stipulated period will result in the imposition and recovery of the liquidated damages under the contract.

MEMORANDUM

- | | |
|---|--|
| 1. Type of Work to be endorsed | Construction of Graduate Hostel for Boys |
| 2. Date of issuance of Tender | Director (Engineering Projects), SOPREST, Islamabad |
| 3. Place of issue of Tender | Director (Engineering Projects), SOPREST, Islamabad. |
| 4. Place of submission and, opening of Tender | Director (Engineering Projects), SOPREST, Islamabad |
| 5. Last date and Time of submission of Tender. | 26th May 2023 at 1500 Hours. |
| 6. Date and Time of opening of Tender | 26th May 2023 at 1530 Hours. |
| 7. Date of commencement of work | Within 7 (Seven) days from the date of receiving of assurance of letter of intent / Work order. |
| 8. Time of completion of work | Hundred (100) days from the date of issuance of letter of intent / work order. |
| 9. Defect Liability of Maintenance period | 12 x Months from the date of substantial completion of the works. |
| 10. Amount of Mobilization Advance | 10% (Ten Percent) of Contract Value |
| 11. Recovery of Mobilization Advance | 10% (Ten Percent) of gross amount of work done from each running bill. |
| 12. Retention money to be deducted from Contractor's Running Bills. | 10% (Ten Percent) of gross amount of Work done from each running bill. |
| 13. Release of Retention Money. | 50% (Fifty Percent) of total retention Money shall be released after issuance. of completion certificate by the Client. |
| 14. Submission of Earnest Money | 2% earnest money of total contract value should be submitted with financial bid. |

- | | | |
|----|--|---|
| 15 | Period of honoring interim payment / invoice | Within 15 (Fifteen) days on Engineers Recommendation and approval of the Client. |
| 16 | Amount of Liquidated Damages per day in case of non-completion of works in the period specified in | 0.1% (Zero Point one percent) of contract Value per day, including all approved Clause (9) Hereof variations. |
| 17 | Period of checking of final bill | within 30 (Thirty) days after the Date of substantial completion of of the works. |
| 18 | Venue of arbitration | SOPREST, Islamabad. |
| 19 | Validity of Tender. | 90 (Ninety) days |

Dated this _____ day of _____ 2023

Signature _____

In the Capacity of _____

Duly authorized to sign tenders for and on behalf of _____

Full Address _____

Witness _____

Technical Evaluation Criteria

Credit Marks shall be awarded on the basis of the following qualifications. Minimum qualifying marks are 60.

Sr. No.	Description	Maximum Points
i)	Projects of similar nature and complexity completed over last 05 years (5 marks each project)	35
ii)	Projects of similar nature and complexity in hand (5 marks each project)	35
iii)	Personnel / HR capabilities with CVs and evidence of payment of salaries	10
iv)	Equipment Capabilities	10
v)	Working Capital in last 3 years with reference to bank statement.	10
	Total:	100

GENERAL CONDITIONS OF CONTRACT.

1. Tenders shall acquaint themselves with the site and site conditions before submitting their tender.
2. Tenders shall be signed by the contractor / proprietor on each and every page of the contract document.

3 PROGRAMS TO BE FURNISHED.

- 3.1 Contractor shall submit the following in duplicate for the approval of Client within four (4) days after receipt of the letter of intent.
- 3.2 Program showing the order of procedure and method in which he proposes to carry out the work.
- 3.3 Program shall indicate the proposed dates of starting and completion of construction of various items of works and the probable working hours to be followed.
- 3.4 Contractor may at any time during the period of contract submit to the Client for approval proposals for amending program of the work. Such amendments shall not be carried into effect unless the Client has approved them.
- 3.5 If the Client under the provisions to this clause requires the contractor to amend his program of work the contractor shall not thereby be entitled to any adjustment in contract price.
- 3.6 The submission and approval by the Client of such program shall not relieve the Contractor of any of his duties or responsibilities under this contract.

4 SUBLETTING.

- 4.1. The contractor shall not assign or sublet the contract or its any part thereof any benefit or interest therein or there under without the prior written consent of the Client.
- 4.2 Except where otherwise provided in the contract, the Contractor shall not sub-let any part of contract without the prior consent of Client (which consent shall not be responsibly withheld) and such written consent if given, shall not relieve the contractor from his /their responsibilities. Contractor shall be responsible for the act of defaults of any sub-contractor, his agents, servants or workman in full as if they were the acts or defaults or neglects of the contractors, his agents, and servant, labor employed by the Contractor on a piecework basis shall not be demand to be sub-letting under this clause.
- 4.3 Client reserves the right to appoint, in addition to Contractors, any other Sub-Contractors also.
- 4.4 Contractor shall be responsible for the due performance of the work of sub-contractor the discipline of all his sub-contractors. Sub-letting of any portion of work shall not relieve the contractor from his obligation under this contract.

4.5 In case the specialized works be awarded to a specialist Contractor and not to the Main contractor then the Main Contractor will so arrange and administer this contract that the work of the specialist contractor proceed with due efficiency and are completed within the contact period stipulated in the contract. In case of any dispute / hindrance in simultaneous working of contractors, the Client / Engineer in-charge will decide accordingly, and his decision will be binding on the parties concerned in this respect.

5. PAYMENT

5.1 MOBILIZATION ADVANCE.

The Client as Mobilization advance can release 10% of the bid amount. Mobilization advance shall be adjusted @ 10% from Contractor running / Final bills.

5.2 RUNNING / FINAL BILL.

The contractor shall submit running bills to client on the basis of actual work done by them on approval of site engineer. One running payment per fortnight can be claimed against physically executed and technically acceptable works at site. Retention amount of 10% will be deducted from Each bill, which will be returned after expiry of defect / liability period.

5.3 CORRECTION TO CERTIFICATE FOR PAYMENT.

If at any time during the currency of the contract a certificate for payment is signed by the Client and is found to contain an error or omission such an error or omission shall be adjusted in the final bill of the contractor or from any other money due to Contractor.

5.4 MOOD OF PAYMENT

The payment to the contractor shall be made by cross-cheque.

5.5 INCOME TAX & SALES TAX ON SERVICES DEDUCTIONS

An amount equal to such amount (in present of each bill, as required under the income Tax Law, will be deducted from each bill of Contractor and deposited with the appropriate authorities.

5.6 PAYMENT IF CONTRACT TERMINATED.

If the contract is terminated by the Client, the contractor shall be paid by the Client for all works executed prior to the date of termination, at the rates and Prices provided in the contract against work actually performed.

6 OBLIGATIONS OF THE CONTRACTOR

- 6.1 Contractor shall make their own arrangements at his own expense for required tools, plants and machinery required for the execution of the work. Any delay on this count could make the contractor liable to penalties imposed by the Client commensurate with the loss of work.
- 6.2 Whenever applicable and necessary, the contractors shall make his / their own arrangements for water required for execution of the work. In such case, no additional extension will be allowed on the completion date for want of such facilities.
- 6.3 Contractor shall not deposit any materials on site, which may cause inconvenience to the public. The Engineer in charge may require the contractor to remove any materials which are considered to be a source of danger or inconvenience to the public.
- 6.4 Contractors shall make their own arrangement for storing their belongings and the materials.
- 6.5 Contractors in the course of their work should understand that all materials obtained in the work of dismantling etc., will be considered as owner's property.
- 6.6 The Contractor shall carefully read the drawings and if they have any doubts, they should get them clarified from the Architect /Engineer.
- 6.7 The contractor must keep an experienced agent who can understand drawing, specifications etc. on the site of the work through the working time.
- 6.8 The Contractor should inspect the site of work and acquaint themselves with the nature and requirement of the work facilities of access for materials, removal of rubbish, etc., before submitting their tenders.
- 6.9 Time allowed for carrying out the work as entered into in the tender shall be strictly observed.
- 6.10 To ensure timely completion within the stipulated period, the contractor/ss will be required to maintain a record of adequate and proportionate progress of work.
- 6.11 In the event of delay, the contractor/s will be liable to pay damages at the agreed rate for each day of delay beyond the date fixed for completion, provided always that the total amount of damages shall not exceed 10% of the tendered cost of the work.
- 6.12 Deleted

6.13 The Contractor shall execute the whole of the job in a most substantial and workman like manner with regard to quality, speed, material and otherwise, in every respect in strict accordance with the specifications of the work. The work executed shall also conform exactly, full and faithfully to the designs, drawings instruction in writing relating to the work, drawings instructions in writing relating to the work and kept in his office, and which the contractor/s Shall be entitled to have access to at normal office hours and the contractor/s shall, if he /they so desire, be entitled to at his /their own expense to make or cause to be made copies of the specifications, and all such designs, drawings and instructions as aforesaid . In the event of any ambiguity, lack of details of differences in the interpretation of any items of work, specifications relating to such items shall be followed and considered final.

7. SETTLEMENT OF DISPUTES:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract or in the carrying out of the work (**whether during the progress of the work or after their completion and whether before or after the termination, abandonment, or breach of the contract**) shall be referred to and settled mutually by both parties and the decision of the Executive Director (SOPREST) shall be final.

8. SERVICES OF NOTICE

- 8.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by registered post / courier service or delivering the same at the contractor's principal place of business already on Client record or through email.
- 8.2 If any notice is not received by the contractor at his business address due to non-delivery by post office, or any other reason(s) beyond the control of the Client, then the Client will not be responsible for non-delivery.
- 8.3 any notice to be given to the Client under the terms of the contract shall be served by delivering the same at the present address of the employer in Pakistan.

9. AMENDMENTS AND ACCEPTANCE OF CONTRACTOR'S WORKS

- 9.1 Engineer shall have the powers to make any alternation, omissions, additions or substitutions in the original specifications, drawings, and designs during the progress of the work. The contractor shall be bound to carry out the work in accordance with the instructions which may be given to him in writing by the Engineer and such alterations, omission additions, or substitutions shall not invalidate the contract.
- 9.2 Any added, altered or substituted work which the contractor may be directed to do in the manner above will be specified to be will carried out as part of the work on the same conditions in al respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

In case the added, altered or substituted work includes any class of work for which no rate is specified in the contract then such item of work shall be carried out by mutual agreement in advance keeping in view the prevailing market rates of men and materials.

If at any time after the award of work or after the commencement of work Engineer shall by any reason whatsoever not require the whole of the work (specified in the tender) to be carried out, the Engineer in-charge shall give notice in writing to the contractor who shall have no claim to any payment of compensation whatsoever on account of profits or advantage which he did not derive as consequence of the work not got carried out.

If at any time it appears to Client or its authorized person that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of inferior quality and not a in accordance with the contract the contractor shall on demand in writing form the Engineer rectify, remove and / or reconstruct the work, in whole or in part as the case may be provided other proper and suitable materials or articles at his own cost.

In the event of Contractor's failure to rectify /remove / reconstruct the specified items within a given period by Engineer in his aforesaid written demand, the contractor shall

be liable to pay compensation at the rate of 1% of the contract amount for every day work delayed, not exceeding Ten days.

In the event of continuous failure on the part of the contractor beyond ten days, the Engineer will arrange to get the required work done through any other Contractor or itself, at the risk and cost of the Contractor in all respects.

10 SUSPENSIONS OF WORK

Contractor shall on the written order of the Client /Contractor (herein to as Suspension Order) suspend the progress of the works or any parts thereof for such time and in such manner as the Client / Contractor may consider necessary and shall during such suspension period, properly protect and secure the work so far as instructed by Client. No claim whatsoever will be entertained by Client / Contractor against such a suspension order.

11 ABANDONMENTS OF WORK

The client shall have the right to discontinue or drop the work under this contract, whether in progress or otherwise, and to revoke the agreement without assigning any reason thereof by giving 7 days' notice. In that event, the contractor shall have no claim for damages or compensation of any kind whatsoever. He shall however be entitled to receive actual cost for the actual work provided and work completed by the contractor if found satisfactory.

12 TERMINATIONS OF CONTRACT.

Notwithstanding anything contained hereto in the event of the rate of progress of the work being such that in the opinion of the Client or his representative the work cannot be completed by the prescribed time or the extended time or /and the quality of the work of the contractor is not in accordance with the contract then the Client shall have the power to terminate the contract after expiry of written notice of 15 days and /or with hold his payment or any other payment due or which may become due been constructed / completed in the manner laid down in the contract and that the Contractor shall be liable for any loss or damage which the Client may sustain on that account and for forfeiture under the contract.

13 INSPECTIONS OF SITE

13.1 All works under or in the course of execution or being executed in pursuance of the Contract shall at all times be open to inspection and supervision by the Client and heir authorized representatives. Contractor shall at all times during usual working hours and at all other times at which the responsible notice of intention of the Engineer or his representative to visit the work shall have been given to the contractor, they will arrange to have a duly accredited agent to be present at the site to receive orders and instructions. Orders given to the contractor's agent shall be deemed to have the same force if they are given to the contractor.

13.2 The supervision and inspection of the work by the Clients representative does not relieve the contractor of these full responsibilities and liability of careful and befitting execution of the work in strict accordance with the plans and specifications.

14 COMPLIANCES WITH STATUES, REGULATIONS ETC, FAIR WAGES CLAUSE AND LAW GOVERNING EMPLOYMENT OF LABOR.

- 14.1 Contractor shall confirm in all respect with the provisions of all Federal, Provincial and local Laws, regulations etc. for the time being in force in Pakistan including all regulations and by laws of if any local or other duly constituted authority within Pakistan which may be applicable to the performance of this contact and the rules and regulations of all public bodies and companies whose property on rights are affected or any be affected in any way by the works or any temporary works and shall give all notices and pay all fees required to be given or paid thereby and shall keep the Client indemnified against all penalties and liabilities of any kind for breach of any of the same.
- 14.2 The employment of labor shall conform to the Laws of Pakistan and any regulation of the Government of Khyber Pakhtunkhwa or in accordance with the local customs. The regulations of the aforesaid shall be deemed to be part of this contract and any breach thereof shall be a breach of the contract.
- 14.3 Client shall not be liable for any damage or compensation payable according to law in respect or in consequence of any accident or injury to any workman or others in the employment of the contractor.
- 14.4 If the contractor or his work people shall break, deface, injure or destroy any part of a building in which they may be working or if any damages shall happen to the work while in progress for any cause whatever, or any imperfections become apparent in it within six months after completion, the contractor shall make the same to be made good at his own expenses.

15 CONDITIONAL TENDERS NOT BE CONSIDERD.

Tendered rates or amounts should be inclusive of all taxes payable to the Federal and Provisional Governments / Authorities or local bodies and no claims on this account should be entertained by the Client.

Tendered rates shall be inclusive of all lead and lift.

The contractor's rate shall include all incidental charges in connection with the work. No alterations or additions shall be made by the contractor in the schedule of quantities and rates. These must be filled in with ink of typed out clearly and legibly in the columns provided in the schedule of quantities. The contractors must initial all corrections. Any tender which does not comply with this condition will be liable to be summarily rejected. In-case of difference between rates and amount the figures for rates will be taken as authentic and correct.

16 COMPLETIONS OF WORK AND SITE HANDING OVER.

After completion of work, the contractor undertakes to have the site clean free from rubbish to complete satisfaction of Engineer.

On completion of work or earlier as directed by the Engineer, the contractor shall remove all temporary structures erected at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone, ballast, rubbish etc., and in short shall leave the site in 3 neat and tidy conditions.

17 MEASUREMENTS

The contractor will quote his rates on **per square / cubic meter or as per standard measurement basis** and work to be executed by the contractor in fulfillment of his obligations under the Contract.

WORKS TO BE MEASURED

The Client shall accept as otherwise stated, ascertain and determine by measurement the value in accordance with the contract. Engineer shall when he required any works to be measured, will give notice to the Contractor who shall forthwith attend or send a qualified agent to assist the Client or their representative in taking such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or fail to send such agent, then the measurements taken by the Client representative shall be taken as correct measurement of the works. For the purpose of measuring any work, the contractor's agent or his representative shall prepare measurements records on a forth night basis.

If after examination of such records the Contractor does not agree with the same or does not counter sign the same as agreed, they shall within 7 (Seven) days of such examination lodge with the Client or their representative a notice in writing in respect of such records as area claimed by him to be incorrect. However, the decision on measurement by the Engineer will be final.

18. METHOD OF MEASUREMENT

The measurement shall be taken in accordance with the standard method of Measurements of Building Works.

In case of any extra item / works completed by the contractor on the instruction of the Engineer and not covered in the Drawings than the general policy of measurement consisting of materials cost, labor charges, transportation /cartage and 15% profit will be adopted. The contractor shall, however, produce the rates analysis of additional

items supported by the relevant documents /invoices for verification of the Client's representative.

PART 1- LIST OF MATERIAL TO BE USED FOR CONSTRUCTION OF CIVIL CIVIL WORKS, PLUMBING AND ELECTRICAL

Section - I (Civil Works)

- a. Cement for R.C.C Wall, foundation & Situ Wall etc OP/SRC make FAUJI/LUCKY.
- b. Cement for C:C Flooring and Plaster works OPC make FAUJI/LUCKY.
- c. Brick 9" x 4 ½" x 3" of 1500 Psi Strength.
- d. Steel Nomi STEEL /AMRELI STEEL/ Pak STEEL, or any reliable company up to 60000/40000 PSI.

Section - II (Plumbing Works - PPRC Pipes and Fittings)

- a. PPRC Pipes for water supply (Any renowned manufacturer)
- b. UPVC Solution join for sewerage (Any renowned manufacturer)

Quality and Standard of all plumbing materials should be as per prescribed standards.

Section - III (Electrical Works)

- a. Pipes for electrical conduits make - Reliable Company.
- b. 3" X 3" Metal back boxes (Reliable Company)
- c. Switches & Sockets make - Reliable Company.
- d. Cable & Wires make – Renowned Manufacturers

FORM OF MOBILIZATION ADVANCE

WHEREAS _____ of _____ whose registered office is at _____ (hereinafter called the "CONTRACTOR") of the one part by an Agreement made between _____ (hereinafter called the "EMPLOYER") of the other part has entered into a Contract (hereinafter called the "CONTRACT") for the execution and completion of the WORKS and the remedying of any defects therein in conformity with the provisions of the said CONTRACT.

AND WHEREAS the EMPLOYER has agreed to advance to the CONTRACTOR at their request an amount of Rs. _____ (Rupees _____ only) to be used by them exclusively for the WORKS.

In the consideration of the EMPLOYER making the above advance we hereby guarantee that the CONTRACTOR shall use the advance for the above purposes and if they fail or commit default in fulfillment of any of their obligation for which the advance payment is made, we shall be liable to the EMPLOYER for the payment of the amount in respect of which they have so failed not exceeding the aforementioned sum.

Notice in writing of any default as aforesaid on the part of the CONTRACTOR will be given by the EMPLOYER to us and on first demand from the EMPLOYER payment shall be made by us for all sum then due from this guarantee without further reference to the CONTRACTOR and without question and that EMPLOYER's verdict in this behalf shall be final and binding on us.

As and when the said advance payment is adjusted against payment(s) from the running bills of the CONTRACTOR, then this guarantee shall automatically stand reduced to the extent of such adjustment(s).

This guarantee, so reduced, shall remain in force until the advance payment is fully adjusted against the payment from the running bills of the CONTRACTOR or otherwise which ever is earlier.

Claims if any must reach the undersigned within one (1) month after _____ (state date of completion) otherwise they will be invalid.

Signed, Sealed and Delivered by the said _____ . The Common Seal

_____ Bank Limited was hereunto fixed in the presence of:

1. _____

2. _____

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20 _____ Between (Name of Employer) _____ Employer”, of one part and (Name of Contractor) _____ of (Mailing address of Contractor”) of the other par.

WHEREAS the Employer is desirous that certain Works should be executed. viz _____ (_____) by letter of acceptance date: (Date of letter of Acceptance) _____, accepted a bid by the Contractor for the execution. Completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) Contract Agreement;
 - b) The letter of Acceptance.
 - c) The said bid with priced bill of quantities and addenda (if any).
 - d) Instructions to bidders.
 - e) Special Stipulations
 - f) Drawings
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed and Delivered.

By the said: _____

Name: _____

On behalf of Contractor:

Name: _____

Address: _____

Date: _____

Witness no. 1: _____
(Name & Signature)

Witness no. 2: _____
(Name & Signature)

By the said: _____

Name: _____

On behalf of Client:

Name: _____

Address: _____

Date: _____

FORM OF PERFORMANCE BANK GUARANTEE (UN-CONDITIONAL)

To:

(Name of Employer)

(Address of Employer)

WHEREAS (Name and Address of Contractor)

(Hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated: _____ to execute (Name of Contract and Brief Description of works) _____ (hereinafter called “ the Contractor”).

AND WHEREAS it has been stipulated by you in the said contact that the Contractor shall furnish you with a Bank Guarantee by recognized bank of Pakistan of AA rating for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a bank guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) _____ (in words)

Such sum being payable in the types and proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt form the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (_____) months after the issuing of the Maintenance Certificate.

Signature and Seal of the Guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

**BILL OF QUANTITIES
&
DRAWINGS ARE ATTACHED**