



APPENDICES TO BID

NOT FOR USE OF BID SUBMISSION

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FB-1

FORM OF TECHNICAL BID

LTB-1

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our Bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this Bidding process,

LTB-2

- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address

LPB-1

Letter of Price Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)-9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

LPB-2

- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

BA-1
Appendix-A to Bid

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer's Authority to issue Variation	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 21 calendar days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 2.0 million per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 calendar days from the date of receipt of Engineer's Notice to Commence.
6.	Time for Completion	43.1 48.2	180 calendar days from the commencement Date
7.	Amount and Limit of Liquidated Damages	47.1	0.05 % of Contract Price stated in the Letter of Acceptance for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	180 calendar days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	5% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 15 million.
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 calendar days.
13.	Mobilization Advance (Interest Free)	60.11	10 % of Contract Price stated in the Letter of Acceptance to be paid in two installments as per Sub Clause 60.11 of PCC.

BB – 1
Appendix – B to Bid

FOREIGN CURRENCY REQUIREMENTS

NOT USED

BC – 1
Appendix – C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT

NOT USED

BD – 1

Appendix – D to Bid

BILL OF QUANTITIES

PLEASE REFER VOLUME – II, BILL OF QUANTITIES



BE – 1

Appendix – E to Bid

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence. (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
Whole Works	180 Calendar days

BF – 1

Appendix – F to Bid

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

BG – 1

Appendix – G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]



LIST OF MAJOR EQUIPMENT – RELATED ITEMS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Conditio n	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

BH – 1

Appendix – H to Bid

CONSTRUCTION CAMPS AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

BI-1

Appendix – I to Bid

LIST OF SUB-CONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)

BJ-1

Appendix – J to Bid

ESTIMATED PROGRESS PAYMENTS

Quarter/ Year/ Period	Amounts (Million Rs.)
1	2
Ist Quarter	
2 nd Quarter	
Bid Price	

BK – 1

Appendix – K to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**



BL – 1

Appendix – L to Bid

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

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

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

BM – 1

Appendix – M to Bid

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	Available Bank Credit Line Limit a) 6 Marks if the available bank credit line limit is equal to Rs. 100 million. b) For limit less than Rs 100 million, use following weight age $6 \times (A/100)$ c) For the limit of more than Rs 100 million but less than Rs 150 million use following weight age $9 + (A/150) \times 6$ A= Available Bank Credit Line Limit in Million Rs. d) Full Marks are given in case of credit line limit is Rs 150 million or more.	15	No marks if bank credit line certificate is not attached. [the bank credit line limit certificate must not be more than Six (06) months old]
ii)	Average Working Capital a) 6 Marks if the average working capital in last three years is equal to Rs. 100 Million. b) For capital less than Rs. 100 Million, use following weight age $6 \times (A/100)$ c) For the capital more than Rs.100 Million but less than Rs.150 Million use following weight age $6 + (A/150) \times 4$ A= Average working capital in last three years in Million Rs. d) Full Marks are given in case capital is Rs.150 Million or more.	10	No marks if Annual Audit Report of last three years duly certified from Chartered Accountant is not attached.
iii)	BID CAPACITY a) 6 Marks if the net bid capacity is equal to Rs.120 Million. b) For bid capacity less than Rs.120 Million, use following weight age $6 \times (A/120)$ c) For bid capacity more than Rs.120 Million but less than Rs.150 Million use following weight age $6 + (A/150) \times 4$ A= Bid capacity in Million Rs. d) Full Marks are given if bid capacity is Rs.150 Million or more.	10	Net Bid Capacity = Available capital - 20% of the cost of all balance works in hand Available Capital = Available Bank credit line + Average working capital of last three years as per annual audit report. NOTE: Cost of balance works in hand should be attached, if cost of balance works is not given then total cost of the given works in hand will be considered for evaluating net bid capacity. Zero marks for negative bid capacity.
	Sub-Total of Financial Position	35	

2. AVERAGE ANNUAL TURNOVER

Bidders to list their certified annual turnover (audited statements) for last 03 years.

BN – 1

Appendix – N to Bid

**PAST PERFORMANCE, CURRENT COMMITMENT, EQUIPMENT & PERSONNEL
QUALIFICATION AND EXPERIENCE**

1. PAST PERFORMANCE AND CURRENT COMMITMENTS

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	Projects of similar nature and complexity completed over last 10 years: a) Roadwork - Rs. 20 Million (Max: 08 marks) b) Rehabilitation & Construction of Building Work - Rs. 30 Million (Max: 08 marks) c) Horticulture, Electrical & Waste management works – Rs. 5 Million (Max 04 marks) • (50% marks for at least 2 projects and full marks for 4 or more projects, in between 2 to 4 projects proportionate marks) • (No marks for less than 2 projects)	20	No marks if the Letter of Acceptance (LOA) and completion certificate / Taking-Over Certificate issued by the client is not attached.
ii)	Projects of similar nature and complexity in hand: a) Roadwork - Rs. 30 Million (Max: 06 marks) b) Rehabilitation & Construction of Building Work - Rs. 40 Million (Max: 06 marks) c) Horticulture, Electrical & Waste management works – Rs. 10 Million (Max 03 marks) • (50% marks for at least 2 projects and full marks for 4 or more projects, in between 2 to 4 projects proportionate marks) • (No marks for less than 2 projects)	15	No marks if Acceptance letter/Award letter is not attached
	Sub-Total of Working Experience	35	

Note: Minimum 60% marks are necessary in each category and Minimum 70% overall marks are necessary for prequalification requirement / criteria given in Appendices – M & N to Bid should be met.

BN-2

Appendix – N to Bid

2. EQUIPMENT

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
1	Computerized Asphalt Plant 50 Ton Capacity i/c relevant equipment (1 Nos.)	1.5	No marks if the manufacturing certificate / Purchase certificate / Leased / Rented / ownership proof is not attached. Proportionate marking if equipment is less than the minimum required number. Capacity of the equipment / Plant should be clearly mentioned.
2	Computerized Concrete Batching Plant 30 CuM/Hr capacity (1 Nos.)	1.5	
3	Transit Mixer 6CuM capacity (01 Nos.)	1.5	
4	Mechanical/ Hydraulic Crane at least 20 Ton (01 Nos.)	1	
5	Asphalt Paver Machine (01 Nos.)	1	
6	Tandem Road Roller/ PTR (01 Nos.)	0.5	
7	Loader (2 Nos.)	0.5	
8	Total Station for Surveying (1 Nos.)	0.5	
9	Motor Grader (02 Nos.)	1	
10	Excavator (01 Nos.)	1	
11	Sheep Foot Roller (01 Nos.)	1	
12	Vibratory Roller (01 Nos.)	1	
13	Dozer (01 Nos.)	1	
14	Dumpers (04 Nos.)	1	
15	Tractor Trolley (02 Nos.)	0.5	
16	Water Bowser (01 No)	0.5	
	Sub-Total of Tools & Plants	15	

BN-2
Appendix – N to Bid

3. PERSONNEL QUALIFICATION AND EXPERIENCE

Sr. #	DESCRIPTION	MAX MARKS	REMARKS
i)	Graduate Engineers		
a	01 Nos. of Professional Civil Engineers with at least 10 years of overall experience each. (04 mark for each)	04	Add CV's, proof of employment with firm. No marks if required documents are not attached.
b	03 Nos. of Registered Civil Engineers with at least 05-years of experience. (02 mark for each)	06	Add CV's, proof of employment with firm. No marks if required documents are not attached.
ii)	DAE Associate Engineers		
a	- Associate Engineers (DAE) with at least 10 years' experience: 04 No. Civil (0.75 mark for each)	03	Add CV's, proof of employment with firm. No marks if required documents are not attached.
b	02 Nos. of Surveyors (At least 01 Year diploma/certificate) with at least 5 years of experience (0.25 Marks for each)	2	Add CV's, proof of employment with firm. No marks if required documents are not attached.
	Sub-Total of Personnel Capabilities	15	

Note : Minimum 60% marks are necessary in each category and Minimum 70% overall marks are necessary for prequalification requirement / criteria given in Appendices – M & N to Bid should be met.

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

BS-1

**BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

PS-1

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

PS-2

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

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

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

		_____ Guarantor (Bank)
Witness:		
1. _____		Signature _____
		Name _____
		Title _____
Corporate Secretary (Seal)		
2. _____		
Name, Title & Address		_____ Corporate Guarantor (Seal)

CA-1

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid comprising Letter of Technical Bid and Letter of Price Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to N);
 - (i) The Drawings;
 - (j) Specifications – Special Provisions;
 - (k) Specifications – Technical Provisions.
 - (l) EMP
 - (m) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CA-2

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

(Particulars of Contract)
with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan)
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.
(Date)

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

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

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GUARANTOR

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

WITNESS

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

NOT FOR USE OF BID SUBMISSION

URBAN DEVELOPMENT AUTHORITY

RUDA