

BIDDING DOCUMENT
GOVERNMENT OF THE PUNJAB



CONSTRUCTION OF ROOMS
AT
RAVI URBAN DEVELOPMENT AUTHORITY
GOVERNMENT OF PUNJAB

151 Abu Bakar Block, Garden Town Lahore. Pakistan
TEL: +92-42-99333531-6
Web: <http://www.ruda.gov.pk>

DISCLAIMER

This bidding document has been prepared and is being floated under RUDA Procurement Regulations 2022 (amended), for inviting bids for the **Construction of 4x Rooms** at Ravi Urban Development Authority (RUDA).

2. The bidding document, information, evaluation criteria and draft contract shall be used for the selection of the most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.
3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.
4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.
5. RUDA in terms of regulation 37 of RUDA Procurement Regulations 2022 (amended) and as held by the superior court (PLD 2016 Sindh 207) (PLD 2020 Lahore 565) reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.
6. Mere submission of bids does not generate or create the right of the bidders to selection.

CONTENTS

INSTRUCTIONS TO BIDDERS	5
ITB.1 Scope of Bid:	5
ITB.2 Source of Funds	5
ITB.3 Eligible Bidders	5
ITB.4 One Bidder One Bid	6
ITB.5 Cost of Bidding	6
ITB.6 Site Visit	6
ITB.7 Contents of Bidding Documents	6
ITB.8 Clarification of Bidding Documents	7
ITB.9 Amendment of Bidding Documents	7
ITB.10 Language of Bid	7
ITB.11 Bid Prices	7
ITB.12 Currencies of Bid and Payment	8
ITB.13 Documents Establishing Bidders Eligibility and Qualification	8
ITB.14 Bid Validity	8
ITB.15 Bid Security	8
ITB.16 Format and Signing of Bid	9
ITB.17 Sealing and Marking of Bids	9
ITB.18 Deadline for Submission of Bids	10
ITB.19 Late Bids	10
ITB.20 Modification, Substitution and Withdrawal of Bids	10
ITB.21 Bid Opening	10
ITB.22 Process to be Confidential	11
ITB.23 Clarification of Bids	11
ITB.24 Award	12
ITB.25 Procuring Agency's Right to Accept any Bid and to Reject all Bids	12
ITB.26 Notification of Award	12
ITB.27 Performance Security/Guarantee	13
ITB.28 Signing of Contract Agreement/Issuance of Work Order	13
ITB.29 General Performance of the Bidders	13
ITB.30 Instructions not Part of Contract	13
BID DATA SHEET	14
SCOPE OF WORK/REQUIREMENTS AND EVALUATION CRITERIA:	15
APPENDICES:	20
Letter of Technical Bid	20



The bidders are expected to go through the bidding document and all instruction forms, terms, specifications and precisely comprehend it fully and furnish all information required by bidding documents along with supporting documents if any while submitting the bid. Failure to furnish the required information or documents shall make the bid non-responsive, which may lead to its rejection.

In case of any quandary or clarification about the instructions / provisions hereinafter referred in the bidding document the procuring agency can be contacted for resolution of the issue, but all such clarification shall be entertained only which are received one week prior to last date of bid submission.

INSTRUCTIONS TO BIDDERS

A. GENERAL

ITB.1 Scope of Bid:

- 1.1 Ravi Urban Development Authority (RUDA) (hereinafter called the “Procuring Agency”) intends to receive bids for the construction of **“4 x Rooms in RUDA Offices located 151 Abu Bakar Block Garden Town, Lahore”** detail provided in Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the **“Works”** against an estimated cost of **Rs. 05 million**.
- 1.2 The successful Bidder will be expected to complete the works specified in Appendix-A to Bid.
- 1.3 RUDA Act 2020 (Amended) and Procurement Regulations 2022 (amended) framed thereunder shall be the Operative Law/Regulations governing the procurement process to award the contract thereof.
- 1.4 Bids shall be invited in accordance with regulation 41(2)(b) of RUDA Procurement Regulations 2022 (amended).

ITB.2 Source of Funds

- 2.1 RUDA’s own funds.

ITB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders, including associations of firms, companies, and sole proprietors, registered with the relevant Registration Authorities and Tax Departments (Income Tax, Sales Tax, Punjab Sales Tax, etc.), except as specified otherwise. Bidders must also be registered with the Pakistan Engineering Council (PEC) under the appropriate category for the project, as per PCP requirements.
- 3.2 Bidders must not be under a declaration of blacklisting by any Procuring Agency or the Punjab Procurement Regulatory Authority (PPRA) applicable to all Procuring Agencies.
- 3.3 Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- 3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the specifications and other documents.
 - b. have controlling shareholders in common; or
 - c. receive or have received any direct or indirect subsidy from any of them; or

- d. have the same legal representative for purposes of this Bid; or
 - e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
 - f. submit more than one Bid in this Bidding process.
 - g. the Bidder is not declared bankrupt or, in the case of company or firm, insolvent.
- 3.5 Bidders shall provide the Procuring Agency with evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

ITB.4 One Bidder One Bid

- 4.1 Each Bidder shall submit only one bid. As per Regulation 39 of the RUDA Procurement Regulations 2022 (Amended), a Bidder must submit only one bid individually in the same bidding process.

ITB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective Bids. The Procuring Agency shall not, under any circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Prospective bidders may acquire the bidding documents from the Procurement Wing of the Ravi Urban Development Authority (RUDA), located at 151 Abu Bakar Block, Garden Town, Lahore. This can be done upon submission of a pay order amounting to **PKR 10,000/-** (non-refundable as the tender cost), issued by any scheduled bank in Pakistan with a validity of 90 days, in favor of **Ravi Urban Development Authority**. The documents are available on any working day (Monday to Friday) during office hours.

ITB.6 Site Visit

- 6.1 Bidders are advised to visit and examine the Site of Works and its surroundings. They must obtain, at their own responsibility, all necessary information for preparing their Bid and entering into a contract for the Construction of Rooms. All costs incurred in this regard shall be borne by the Bidders.

B. BIDDING DOCUMENTS

ITB.7 Contents of Bidding Documents

- 7.1 The scope of works required, bidding procedures, and bidding contract terms are prescribed in the bidding documents. The bidding documents, inter alia, include:

1. Instructions to Bidders (ITB)

2. Bid Data Sheet
 3. Schedule of Requirements
 4. Appendices
 - a. Technical Proposal Submission Form
 - b. Financial Proposal Submission Form
 5. Contract Form
 6. General Conditions of Contract (GCC)
 7. Special Conditions of Contract (SCC)
- 7.2 The Bidder is required to examine all instructions, forms, terms and conditions, and scope of work in the bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

ITB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring clarification regarding the Bidding Documents must notify the Procuring Agency in writing at the address specified in the Invitation for Bids. The Procuring Agency will respond to any such request for clarification received no later than **seven (07) days** prior to the deadline for bid submission.

Copies of the Procuring Agency's response will be distributed to all prospective bidders, including a description of the inquiry but without disclosing its source.

ITB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB 8.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

ITB.10 Language of Bid

- 10.1 All documents related to the bid document and Contract exchanged between the bidder and RUDA shall be in the English language. The bidder shall bear all costs associated with translating these documents into English and shall assume all risks regarding the accuracy of such translations.

ITB.11 Bid Prices

- 11.1 The Bidder shall indicate the unit prices (where applicable) and total Bid price as mentioned in the Financial Form, the works of which it proposes to provide under the contract.
- 11.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

ITB.12 Currencies of Bid and Payment

Prices shall be quoted by the Bidder entirely in Pak Rupees.

ITB.13 Documents Establishing Bidders Eligibility and Qualification

- 13.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible.

ITB.14 Bid Validity

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

ITB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of its bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees.
- 15.2 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 15.3 Unsuccessful Bidders' Bid security will be discharged or returned/released on original bank instrument as promptly as possible by the Procuring Agency.
- 15.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.5 The Bid Security may be forfeited:
 - (a) If the Bidder withdraws his bid.
 - (b) If the Bidder does not accept the correction of his Bid Price; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:

- (i) Furnish the required Performance Security.
- (ii) Sign the Contract Agreement.

ITB.16 Format and Signing of Bid

- 16.1 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “**ORIGINAL - TECHNICAL BID**” and “**ORIGINAL - FINANCIAL BID**”. In addition, the Bidder shall submit one (1) copy of the Bid and clearly mark each of them “**COPY.**” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 16.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 16.4 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 16.5 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

ITB.17 Sealing and Marking of Bids

- 17.1 Each bidder shall submit his bid as under:
 - (a) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given thereof.
 - (c) The technical and financial bid should comprise of all documents mentioned in accordance with the RFP.
- 17.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring Agency at the address provided in the Bidding Data Sheet.
 - (b) Bear the name and identification number of the contract; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.

ITB.18 Deadline for Submission of Bids

- 18.1 (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for a refund of such expenses.
- 18.2 The Procuring Agency may, at his discretion, extend the deadline for submission of Bids by issuing an amendment, in case of which all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

ITB.19 Late Bids

Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be rejected.

ITB.20 Modification, Substitution and Withdrawal of Bids

- 20.1 Modification, substitution and withdrawal of bids are not allowed after deadline prescribed for submission of Bids.
- 20.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**ITB. 21 Bid Opening**

- 21.1 The Procuring Agency will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders designated representatives who choose to attend. The Financial Bids will remain unopened and will be held in the custody of the Procuring Agency until the specified time of their opening.
- 21.2 Envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder.
 - (b) the presence of a Bid Security, if required; and
 - (c) Any other details as the Procuring Agency may consider appropriate.
- No Bid shall be rejected at the opening of Technical Bids except for late bids. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.
- 21.3 Preliminary Examination of Technical Bids
- (a) The Procuring Agency shall first examine qualification and experience data

submitted by the Bidder. The Technical Bid examination of those bidders only shall be taken who meet the minimum requirement as mentioned. Only substantially responsive bidders meeting qualification criteria shall be considered for further evaluation.

- (b) The Procuring Agency shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.

21.4 The Procuring Agency shall confirm that all the documents and information have been provided for evaluation of Technical Bid as required under these bidding documents.

21.5 At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be communicated in writing by the Procuring Agency.

21.6 The Procuring Agency shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publicly in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Procuring Agency. The Bidder's representatives who are present shall be requested to mark their attendance.

21.7 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:

- (a) The name of the Bidder.
- (b) The Bid Prices, including any discounts and alternative offers; and
- (c) Any other details the Procuring Agency may consider appropriate.

Only Financial bids, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

ITB.22 Process to be Confidential

22.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least **ten 10 days** prior to issue of Letter of Acceptance. Any effort by a bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of such a bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than **ten (10) days** after the announcement of the bid evaluation report. However, the mere fact of lodging a complaint shall not warrant suspension of the procurement process.

ITB.23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency

may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids.

- 23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its bid may be rejected.

F. AWARD OF CONTRACT

ITB.24 Award

- 24.1 The Procuring Agency will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Financial Bid, provided that such bidder has been determined to be eligible / qualified.
- 24.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
- 24.3 Provided that such a qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.

ITB.25 Procuring Agency's Right to Accept any Bid and to Reject all Bids

The Procuring Agency reserves the right to accept or reject all Bids, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds.

ITB.26 Notification of Award

- 26.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("**Letter of Acceptance**") that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "**Contract Price**").
- 26.2 No Negotiation with the Bidder having evaluated as lowest.
- 26.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the bidder till signing of the formal Contract Agreement.
- 26.4 Upon furnishing by the successful Bidder of a Performance Security, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

ITB.27 Performance Security/Guarantee

- 27.1 The successful Bidder shall furnish to the Procuring Agency a Performance Security/Guarantee in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 07 days after the receipt of Letter of Acceptance.
- 27.2 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

ITB.28 Signing of Contract Agreement/Issuance of Work Order

- 28.1 After submission of acceptable of Performance Security, the formal Agreement between the Procuring Agency and the successful Bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful Bidder from the Procuring Agency.

ITB. 29 General Performance of the Bidders

The Procuring Agency reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agency of the previously awarded contracts, inter-alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including blacklisting of such Bidder and debarring him from participation in future bidding for similar works.

ITB.30 Instructions not Part of Contract

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

BID DATA SHEET

The following specific data for the Works shall complement, amend, or supplement the provisions in the Instructions to Bidders. In the event of any conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

1.1 Name and Address of the Procuring Agency:

Ravi Urban Development Authority (RUDA), 151 Abu Bakar Block, Garden Town, Lahore, Punjab.

Brief scope of works under this Contract is:

- **Construction of 4x Rooms (Civil Works)**

8.1 Time limit for clarification:

At least seven (07) days before the deadline for submission.

10.1 Bid language:

The language of the Bidding Documents is English.

12 Currency of Bid

Bidders to Quote Entirely in Pak. Rupees

14.1 Period of Bid Validity:

*The Bids shall remain valid for **90 days** after submission of Bids.*

15.1 Amount of Bid Security:

*The amount of Bid Security shall be **PKR 250,000/-** (05% of the estimated cost).*

17.1 Number of copies of the Bid to be completed and returned:

*The Bidder shall prepare and submit **“ONE ORIGINAL”** and **“ONE COPY”***

18.1 (a) Deadline for submission of Bids:

*The Bids must be submitted by **03:00 pm on January 15, 2025.***

(b) Procuring Agency address for the purpose of Bid submission:

The Bids shall be submitted to the Procurement Wing, RUDA 151 Abu Bakar Block, Garden Town, Lahore, Punjab.

*The Bids will be opened in the Committee Room of RUDA, 151 Abu Bakar Block, Garden Town, Lahore **January 15, 2025, at 3:30 PM** in the presence of the bidders' representatives who choose to attend.*

27 Performance Security

*The Performance Security shall be in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of **Ravi Urban Development Authority (RUDA)** amounting to ten (10%) percent of the Contract Price stated in the Letter of Acceptance.*

SCOPE OF WORK/REQUIREMENTS AND EVALUATION CRITERIA:

Sr. No.	MRS Item	Item Description	Unit	Quantity
Civil Works				
1	3/21	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead up to one chain (30 m) and lift upto 5 ft. (1.5 m) 1) By Manual		
		ii) in ordinary soil.	1000 Cft	1,090.00
2	3/17	Transportation of earth all types when the total distance, including the lead covered in the item of work, is more than 1000 ft. (300 m).	1000 Cft.	612.00
3	6/2	Dry rammed brick or stone ballast, 1½" to 2" (40 mm to 50 mm) gauge	100 Cft	165.00
4	6/3	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth (b) Ratio 1: 4: 8	100 Cft	147.00
5	26/45	Spraying termite proofing by using liquid FMC/ Biflex/ Terminex Exin/ Ms Hextar or equivalent @ specified suspension concentrate rate (SC), Mixing Ability-HEXTAR with Ratio (1:250) = 540 Sft or equivalent approved liquid applying with shower and certificate will be provided by the contractor for 10-years complete in all respect .as approved by the Engineer Incharge.	Sft	1,998.00
6	6/5	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): (f) Ratio 1: 2: 4	100 Cft	85.00
7	7/4	Pacca brick work in foundation and plinth in:i) Cement, sand mortar:-		
		Ratio 1:5	100 Cft	660.00
8	7/5	Pacca brick work in ground floor:i) cement, sand mortar:-		
		Ratio 1:5	100 Cft	1,192.00
9	6/36	Providing and laying damp proof course of cement concrete 1:2:4 (using cement, sand and shingle), including bitumen coating: - (a) with one coat bitumen and one coat polythene sheet 500gauge i) 1½" thick (40 mm)	100 Sft	208.00
10	6/38	Providing and laying vertical damp proof course with cement sand plaster and bitumen coating: - a) with one coat of bitumen and one coat of polythene sheet 500 gauge:		
		ii) Ratio 1:3 b) ¾ " thick (20 mm)	100 Sft	103.00

11	11/6	Providing and laying machine sprayed plaster ½" (13 mm) thick, using cement and chips zero gauge, over the existing plastered and roughened surface, upto 20' (6.00 m) height (for vertical D.P.C):iii) ratio 1:2	100 Sft	205.00
12	10/3	Supplying and filling sand under floor; or plugging in wells.	100 Cft	500.00
13	6/9 1/1	Placing, compacting, finishing and curing of concrete using Ordinary Portland Cement/ Sulphate resisting cement/ Slag cement as maybe required; including screening, washing of aggregates and mixing of constituents using batching plant, Transportation by transit mixer, pouring with pump in the required proportions to achieve a nominal cylindrical strength in the field as per ACI214, with the specified consistency. i/c the cost of shuttering, compaction with Viberator, excluding the cost of Admixture, as approved and directed by the Engineer Incharge		
		(a) Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:(vi) 3000 PSI	Cft	22.00
14	6/12	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):-		
		(c) Deformed bars (Grade-60)	Ton	0.03
15	25/9,11	Small iron work, such as gusset plates, knees, bends, stirrups, straps, rings, etc. including cutting, drilling, riveting, handling, assembling and fixing including erection in position.	Kg	1,204.00
16	11/9	Cement plaster 1:4 upto 20' (6.00 m) height:b) ½" (13 mm) thick	100 Sft	1,738.00
		c) ¾" (20 mm) thick	100 Sft	1,237.00
17	11/10	Cement plaster 3/8" (10 mm) thick under soffit of R.C.C. roof slabs only, upto 20' height. b) 1:3	100 Sft	1,043.00
18	13/46	Providing and applying wall putty of 2mm thickness over plastered surface (new surface) to prepare the surface even and smooth complete in all respect.	100 Sft	1,660.00
19	13/31	Preparing surface and painting with emulsion paint:-		
		a) first coat	100 Sft	1,660.00
		b) 2nd and each subsequent coat		1,660.00
20	10/46	Providing and laying superb quality Porcelain glazed tiles flooring of Master/ Stile brand or approved equivalent manufacturer of specified size in approved design, Color and Shade with adhesive/bond over ¾"thick (1:3) cement plaster i/c the cost of sealer for finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge.	Sft	489.00

		b) Half body Tile (Semi Glazed) (i) 400mmx400mm		
21	10/38	Providing and laying superb quality Porcelain glazed tiles of Master/Stile brand or approved equivalent manufacturer, skirting/dado of specified size, Color and Shade with adhesive/ bond over 1/2"thick (1:2) cement plaster i/c the cost of matching sealer for finishing the joints, cutting grinding complete in all respect as approved and directed by the Engineer Incharge. b) Half body Tile (i) 400mm x400 mm	Sft	56.00
22	25/52	Providing and fitting all types of glazed aluminium windows of anodised/ powder coated partly fixed and partly sliding using delux sections of approved manufacturer having frame size of 100 x 30 mm (4"x1-1/4") and leaf frame sections of 50 x 20 mm (2"x3/4"), all of 1.6mm thickness including 5 mm thick imported tinted glass with rubber gasket using approved standard latches, hardware etc., as approved by the Engineer in-charge.	Sft	60.00
23	13/33	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect: a) new surface: i) 1st coat	100 Sft	1,765.00
		ii) 2nd coat		1,765.00
24	9/36	Providing and fixing AC rain water down pipe 4" (100 mm) dia, with shoe, T-bend, clamp, etc.	Rft	26.00
25	12/17	Providing and fixing 2" wide MS/ GI Chowkat singel/ double rebate made of 16SWG MS sheet pressed/ welded/ supported with M.S. flat1-1/4" x 1/8" i/c 6" long M.S. Flat 1"x1/8" hold fasts (6-Nos) welded/ screwed, punching of lock hole covered with MS Box, coating with antirust paint including filling with cement sand mortar (1:8) and embedding hold fast in cement concrete (1:2:4), complete in all respect as approved and directed by Engineer Incharge. (ii) 10.50 " wide	Sft	74.00
26	12/50	P/F 1-1/2" thick solid flush door comprising of 2.5 mm thick Commercial ply compressed over 2.5mm thick commercial ply over 1" thick packing wood in style and rails under proper pressure i/c the cost of nails, tower bolt, handles, glue, sawing charges, Painting charges, sand papering and 3/8" thick matching wooden lipping as approved and directed by the Engineer Incharge.	Sft	74.00
27	9/1	First class tile roofing, consisting of 4" (100 mm) earth and 1" (25 mm) mud plaster with Gobri leeping over 1/2" (13 mm) thick cement plaster 1:6 with 34 lbs. per %Sft or 1.72 Kg/sq.m hot bitumen coating sand blinded, provided over 2 layers of tiles 12"x6"x1 1/4" (300x150x30 mm) laid in 1:6	100 Sft	556.00

		cement mortar with ½" (13 mm) thick sand wiche layer of 1:6 cement mortar, including 1:2 cement pointing underside of tiles, complete, including curing, etc.		
28	26/39	Supplying and laying polythene sheet over D.P.C. under floors and on roofs, etc. ii) 500 gauge (.005" thick)	Sft	639.00
29	9/15	Khuras on roof 2'x2'x6" (600 x 600 x 150 mm)	Each	2.00
30	N.S	Other finishes & architectural works	P.S	1.00
31	N.S	Electrical Works such as conduits, wiring, fans & light points, lights etc complete in all respect	P.S	1.00

EVALUATION CRITERIA:

Legal (Mandatory)

- I. Valid Income Tax Registration *Registered for at least last two (02) years.
- II. Valid Sales Tax Registration (Status = Active with FBR)
- III. Copy of Valid PEC-C6.
- IV. Single Undertaking covering following aspects:
 - Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
 - In full compliance of the Execution Schedule and Delivery Period mentioned in tender document.
 - Compliance with the requirement of all items to be procured mentioned in scope of work of this document.

Technical Evaluation Criteria		
Sr No.	Description	Marks
1.	The company/firm must be registered from the past 5 years (Each year carries 2 marks)	10
2.	Specific relevant experience of company / firm on similar assignments will secure following marks on successfully completion: - Projects of Rs. 5 (million) = 05 (4 required) Projects of Rs. 10 (million) = 10 (2 Required)	20
3.	Team CVs with relevant qualifications & Experience for the required scope of work. (5 required)	25
4.	Financial Position (Bank Statement for period 01.07.23 to 30.06.2024) 15 marks for Turnover up to 3.0 million 20 marks for Turnover up to 6.00 million 25 marks for Turnover up to 8.0 million & above	25
5.	The project completion timeline and post-construction	20

	support for any leakages and/or defects for a period of one year must be provided by the firm on a stamp paper.	
Total		100
Only the Bids securing minimum 65% marks would be declared technically qualified/accepted.		

APPENDICES:

FORM OF TECHNICAL BID

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 (if any) in accordance with Instructions to Bidders.
- (b) We offer to execute and complete in conformity with the Bidding Documents the Works as mentioned in the Scope of work section.
- (c) Our Bid consisting of the Technical Bid and the Financial 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 undertakings 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) 90 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,

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

.....

Address.....

Letter of Financial 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.
- (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 agree to provide a performance security in accordance with the Bidding Documents.
- (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) 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.....

BILL OF QUANTITIES:

Sr. No.	MRS Item	Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
Civil Works						
1	3/21	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead up to one chain (30 m) and lift upto 5 ft. (1.5 m) 1) By Manual				
		ii) in ordinary soil.	1000 Cft	1,090.00		
2	3/17	Transportation of earth all types when the total distance, including the lead covered in the item of work, is more than 1000 ft. (300 m).	1000 Cft.	612.00		
3	6/2	Dry rammed brick or stone ballast, 1½" to 2" (40 mm to 50 mm) gauge	100 Cft	165.00		
4	6/3	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth (b) Ratio 1: 4: 8	100 Cft	147.00		
5	26/45	Spraying termite proofing by using liquid FMC/ Biflex/ Terminex Exin/ Ms Hextar or equivalent @ specified suspension concenete rate (SC), Mixing Ability-HEXTAR with Ratio (1:250) = 540 Sft or equivalent approved liquid applying with shower and certificate will be provided by the contractor for 10-years complete in all respect .as approved by the Engineer Incharge.	Sft	1,998.00		
6	6/5	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): (f) Ratio 1: 2: 4	100 Cft	85.00		
7	7/4	Pacca brick work in foundation and plinth in:i) Cement, sand mortar:-				
		Ratio 1:5	100 Cft	660.00		
8	7/5	Pacca brick work in ground floor:i) cement, sand mortar:-				
		Ratio 1:5	100 Cft	1,192.00		
9	6/36	Providing and laying damp proof course of cement concrete 1:2:4 (using cement, sand and shingle), including bitumen coating: - (a) with one coat bitumen and one coat	100 Sft	208.00		

		polythene sheet 500gauge i) 1½" thick (40 mm)				
10	6/38	Providing and laying vertical damp proof course with cement sand plaster and bitumen coating: - a) with one coat of bitumen and one coat of polythene sheet 500 gauge:				
		ii) Ratio 1:3 b) ¾ " thick (20 mm)	100 Sft	103.00		
11	11/6	Providing and laying machine sprayed plaster ½" (13 mm) thick, using cement and chips zero gauge, over the existing plastered and roughened surface, upto 20' (6.00 m) height (for vertical D.P.C):iii) ratio 1:2	100 Sft	205.00		
12	10/3	Supplying and filling sand under floor; or plugging in wells.	100 Cft	500.00		
13	6/9 1/1	Placing, compacting, finishing and curing of concrete using Ordinary Portland Cement/ Sulphate resisting cement/ Slag cement as maybe required; including screening, washing of aggregates and mixing of constituents using batching plant, Transportation by transitmixer, pouring with pump in the required proportions to achieve a nominal cylindrical strength in the field as per ACI214, with the specified consistency. i/c the cost of shuttering, compaction with Viberator, excluding the cost of Admixture, as approved and directed by the Engineer Incharge				
		(a) Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:(vi) 3000 PSI	Cft	22.00		
14	6/12	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):-				
		(c) Deformed bars (Grade-60)	Ton	0.03		
15	25/9,11	Small iron work, such as gusset plates, knees, bends, stirrups, straps, rings, etc. including cutting, drilling, riveting, handling, assembling and fixing including erection in position.	Kg	1,204.00		

16	11/9	Cement plaster 1:4 upto 20' (6.00 m) height: b) ½" (13 mm) thick	100 Sft	1,738.00		
		c) ¾" (20 mm) thick	100 Sft	1,237.00		
17	11/10	Cement plaster 3/8" (10 mm) thick under soffit of R.C.C. roof slabs only, upto 20' height. b) 1:3	100 Sft	1,043.00		
18	13/46	Providing and applying wall putty of 2mm thickness over plastered surface (new surface) top reare the surface even and smooth complete in all respect.	100 Sft	1,660.00		
19	13/31	Preparing surface and painting with emulsion paint:-				
		a) first coat	100 Sft	1,660.00		
		b) 2nd and each subsequent coat		1,660.00		
20	10/46	Providing and laying superb quality Porcelain glazed tiles flooring of Master/ Stile brand or approved equivalent manufacturer of specified size in approved design, Color and Shade with adhesive/bond over 3/4" thick (1:3) cement plaster i/c the cost of sealer for finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge. b) Half body Tile (Semi Glazed) (i) 400mmx400mm	Sft	489.00		
21	10/38	Providing and laying superb quality Porcelain glazed tiles of Master/Stile brand or approved equivalent manufacturer, skirting/dado of specified size, Color and Shade with adhesive/ bond over 1/2" thick (1:2) cement plaster i/c the cost of matching sealer for finishing the joints, cutting grinding complete in all respect as approved and directed by the Engineer Incharge. b) Half body Tile (i) 400mm x400 mm	Sft	56.00		
22	25/52	Providing and fitting all types of glazed aluminium windows of anodised/ powder coated partly fixed and partly sliding using delux sections of approved manufacturer having frame size of 100 x 30 mm (4"x1-1/4") and leaf frame sections of 50 x 20 mm (2"x¾"), all of 1.6mm thickness including 5 mm thick imported tinted glass with rubber gasket using approved standard latches,	Sft	60.00		

		hardware etc., as approved by the Engineer in-charge.				
23	13/33	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect: a) new surface: i) 1st coat	100 Sft	1,765.00		
		ii) 2nd coat		1,765.00		
24	9/36	Providing and fixing AC rain water down pipe 4" (100 mm) dia, with shoe, T-bend, clamp, etc.	Rft	26.00		
25	12/17	Providing and fixing 2" wide MS/ GI Chowkat singel/ double rebate made of 16SWG MS sheet pressed/ welded/ supported with M.S. flat 1-1/4" x 1/8" i/c 6" long M.S. Flat 1"x1/8" hold fasts (6-Nos) welded/ screwed, punching of lock hole covered with MS Box, coating with antirust paint including filling with cement sand mortar (1:8) and embedding hold fast in cement concrete (1:2:4), complete in all respect as approved and directed by Engineer Incharge. (ii) 10.50 " wide	Sft	74.00		
26	12/50	P/F 1-1/2" thick solid flush door comprising of 2.5 mm thick Commercial ply compressed over 2.5mm thick commercial ply over 1" thick packing wood in style and rails under proper pressure i/c the cost of nails, tower bolt, handles, glue, sawing charges, Painting charges, sand papering and 3/8" thick matching wooden lipping as approved and directed by the Engineer Incharge.	Sft	74.00		
27	9/1	First class tile roofing, consisting of 4" (100 mm) earth and 1" (25 mm) mud plaster with Gobri keeping over 1/2" (13 mm) thick cement plaster 1:6 with 34 lbs. per %Sft or 1.72 Kg/sq.m hot bitumen coating sand blinded, provided over 2 layers of tiles 12"x6"x1 1/4" (300x150x30 mm) laid in 1:6 cement mortar with 1/2" (13 mm) thick sand wiched layer of 1:6 cement mortar, including 1:2 cement pointing underside of tiles, complete, including curing, etc.	100 Sft	556.00		

28	26/39	Supplying and laying polythene sheet over D.P.C. under floors and on roofs, etc. ii) 500 gauge (.005" thick)	Sft	639.00		
29	9/15	Khuras on roof 2'x2'x6" (600 x 600 x 150 mm)	Each	2.00		
30	N.S	Other finishes & architectural works	P.S	1.00		
31	N.S	Electrical Works such as conduits, wiring, fans & light points, lights etc complete in all respect	P.S	1.00		
Total Cost						

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

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 Procuring Agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency'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 Procuring Agency, 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.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency'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 Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency 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 Procuring Agency 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 _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

WHEREAS the Procuring Agency desires 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 Bid Form and the Price Schedule submitted by the Bidder.
 - (d) The Schedule of Requirements.
 - (e) The Scope of Works.
 - (f) The General Conditions of Contract.
 - (g) The Special Conditions of Contract; and
 - (h) The Procuring Agency's Notification of Award
 - (i) Contract agreement
 - (j) Complete Bidding document
 - (k) Any other document deemed necessary by the Procuring Agency
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)