

CONSTRUCTION OF FAMILY WING HOSPITAL 250 BEDS AT SARFRAZ RAFIQUI ROAD

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PART-I: GENERAL CONDITIONS OF CONTRACT

PART-II & II-B: PARTICULAR CONDITIONS OF CONTRACT

DRAWINGS

**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

Date: 16-05-2018

Bid Reference No.: CE/CGH/2018/11951-11958-Reg
Or CE/CGH/2018/11959-11966-Reg

1. The Cantonment Executive Officer, Lahore Cantonment Board, invites sealed bids based on **MES Schedule of Rate 2014 for price BOQ and market rate for unpriced BOQ** from prequalified firms and firms licensed by the Pakistan Engineering Council in the Category C-2 for the work Construction of Family Wing Hospital 250 beds at Sarfraz Rafiqui Road, Lahore Cantt. Shall be completed in Eighteen (18) Months.
2. A complete set of Bidding Documents may be purchased by prequalified bidders on submission of a written application to the **Cantonment Executive Officer, Lahore Cantonment Board**, and upon payment of a non-refundable fee of Rs. 2000/-
3. All bids must be accompanied by a Bid Security amounting to 2 percent in the shape of pay order/call deposit/demand draft/ Bank Guarantee in favour of **Lahore Cantonment Board** and must be delivered to **the CEO, Lahore Cantonment Board** at or before **1100 hours**, on **07-06-2018**. Bids will be opened at **12:00** hours on the same day in the presence of bidders' representatives who choose to attend, at Board Room of Lahore Cantonment Board.

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The (LCB) as defined in the Bidding Data hereinafter called “the (LCB)” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

- 2.1 The (LCB) has arranged funds from its own sources.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the requirements as mentioned in the Tender Notice and in bid documents.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the (LCB) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the (LCB) to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the (LCB), his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

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

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
- (1) The Contract Agreement (if completed);
 - (2) The Letter of Acceptance;
 - (3) The completed Form of Bid;
 - (4) Special Stipulations (Appendix-A to Bid);
 - (5) The Particular Conditions of Contract – Part II;
 - (6) The General Conditions – Part I;
 - (7) The priced Bill of Quantities (Appendix-D to Bid);
 - (8) The completed Appendices to Bid (-----);
 - (9) The Drawings;
 - (10) The Specifications; and
 - (11)_____ (any other).
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the (LCB) in writing at the (LCB)'s address indicated in the Invitation for Bids. The (LCB) will respond to any request for clarification in the pre-bid meeting, which he receives earlier than 03 days before pre-bid meeting. Copies of the (LCB) response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the (LCB) 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 addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 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 (LCB) .
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the (LCB) may extend the deadline for submission of bids in accordance with Clause IB.20

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

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the (LCB) shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:
- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Current litigation information; and
 - (ii) Availability of critical equipment

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
- | | |
|-------------------|--|
| Appendix-E to Bid | Proposed Construction Schedule |
| Appendix-F to Bid | Method of Performing the Work |
| Appendix-G to Bid | List of Major Equipment |
| Appendix-K to Bid | Organization Chart for Supervisory Staff |
- and other pertinent information such as mobilization programme etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the (LCB) regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the (LCB) .

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the (LCB) when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the (LCB) may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the (LCB) valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the (LCB) as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

- 17.1 The (LCB) may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the (LCB) not later than three (3) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the (LCB) exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the (LCB) , or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS**IB.19 Sealing and Marking of Bids**

- 19.1 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 in Sub- Clause 19.2 hereof.

- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the (LCB) at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the (LCB) will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

- 21.1 (a) Any bid received by the (LCB) after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the (LCB) prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The (LCB) will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the (LCB) may consider appropriate, will be announced by the (LCB) at the opening of bids.
- 23.4 (LCB) shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the (LCB)'s processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the (LCB) 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 (LCB) in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the (LCB) will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the (LCB) 's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the (LCB) , and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

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- 27.1 Bids determined to be substantially responsive will be checked by the (LCB) for any arithmetic errors. Errors will be corrected by the (LCB) as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the (LCB) there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the (LCB) in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The (LCB) will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the (LCB) will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work;
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the (LCB)'s estimate of the cost of work to be performed under the Contract, the (LCB) may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the (LCB) may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the (LCB) against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT**IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the (LCB) 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 Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The (LCB) having credible reasons for, or prima facie evidence, of any defect in Bidders' capacities, will determine to its satisfaction that the substantially responsive, lowest evaluated Bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with the applicable Qualification Criteria.

IB.30 (LCB)'s Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the (LCB) reserves the right to accept or reject any Bid, 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. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the (LCB) , the (LCB) will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the (LCB) 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").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, (LCB) may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the (LCB) and the bidder till signing of the formal Contract Agreement.

- 31.3 Upon furnishing by the successful bidder of a Performance Security, the (LCB) will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the (LCB) a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 10 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the (LCB) will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the (LCB) and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the (LCB).

IB.34 General Performance of the Bidders

The (LCB) reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The (LCB) may in case of consistent poor performance of any Bidder as reported by the (LCB) s 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 black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 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.

BIDDING DATA

Bidding Data

1. **Name of (LCB) :** Cantonment Executive Officer, Lahore Cantonment Board
2. **Brief Description of Works**
CONSTRUCTION OF FAMILY WING HOSPITAL, 250 BEDS AT SARFRAZ RAFIQUI ROAD, LAHORE CANTT
 (a) (LCB)'s address:
Lahore Cantonment Board 42, Sarwar Road, Lahore Cantt.
 Ph: No. 042- 111042 522 Fax: No. 042-99223005
 (b) Engineer's address:- **Ess Ess Associates 214/AB -1 Willoughby Road, Tariqabad, Rawalpindi.**
3. Bid shall be quoted entirely in Pakistan Rupees. The payment shall be made in Pakistan Rupees.
4. **Amount of Bid Security**

 2 percent of the bid amount.
5. **Period of Bid Validity**
 180 (One Hundred Eighty) days from the date of opening of bid.
6. **Number of Copies of the Bid to be submitted**
 One original plus one duplicate copy.
7. (a) **(LCB) 's Address for the Purpose of Bid Submission**
 Lahore Cantonment Board, 42, Sarwar Road, Lahore Cantt.
 (b) **Consultant's Address**
Ess Ess Associates, 214/AB -1 Willoughby Road, Tariqabad, Rawalpindi.
 Ph: No. 051-5121811 Fax: No. 051-5121812
8. **Deadline for Submission of Bids**

 1100 hrs on 07-06-2018.
9. **Venue, Time, and Date of Bid Opening**

 Venue: **Board Room**, Lahore Cantonment Board, 42, Sarwar Road, Lahore Cantt.
 1200 hours Date: 07-06-2018

10 Responsiveness of Bids

- (i) The Bid is valid till required period.
- (ii) The Bid prices are firm during currency of contract.
- (iii) Completion period offered is within specified limits.
- (iv) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) The Bid does not deviate from basic technical requirements and
- (vi) The Bids are generally in order, etc.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

CONSTRUCTION OF FAMILY WING HOSPITAL, 250 BEDS at SARFRAZ RAFIQUI ROAD, LAHORE CANTT

To:

The Cantonment Executive Officer, Lahore Cantt Board

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	Lahore Cantt Board & Sanction Authority
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in form of insurance Bond having AA rating.
3.	Time for Furnishing Programme	14.1	Within 15 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 100,000/- per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	After 7 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	Eighteen Months from the commencement date.
7.	a) Amount of Liquidated Damages	47.1	Rs. 30,000/- 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.
	b) Amount of Bonus	47.3	NIL
8.	Defects Liability Period	49.1	One Year from the effective date of Taking Over Certificate and completion of Audit
9.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate. 5% will be released after completion of works and remaining 5% will be released after successful completion of the maintenance period (defect liability period).
10	Limit of Retention Money	60.2	10% on RAR
11	Minimum amount / frequency of Interim Payment Certificates (Running Bills)	60.2	Five Million (Rupees)
13	Mobilization Advance (Interest Free)	60.12	NA.
14	Arbitrator	67.3	DML&C, Lahore

PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT

DELETED

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

Appendix-D to Bid

1. BILL OF QUANTITIES

Attached

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

Miscellaneous Items (Clause 8.1.1 to 8.1.3)

DELETED

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, 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 (LCB) 's completion targets 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):

Description

Time for Completion

a)Whole Works

18 (Eighteen) months

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.]

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	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						

CONSTRUCTION CAMP 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.).

Appendix-I to Bid

LIST OF SUBCONTRACTORS

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)
1	2

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

**(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 time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

FORMS

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

BID SECURITY
(Bank Guarantee/Pay Order/Draft)

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 '(LCB) ') 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 (LCB) ; and

WHEREAS, the (LCB) 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 (LCB) , 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 (LCB) , notice of which extension(s) to the Surety is hereby waived;
- (2) That the Bid Security of unsuccessful Bidders will be returned by the (LCB) 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 (LCB) 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 (LCB) 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 (LCB) 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.

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

PROVIDED ALSO THAT the (LCB) 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 (LCB) 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

**FORM OF PERFORMANCE SECURITY
(Insurance Bond/Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the (LCB)]

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 (LCB)) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said (LCB) , 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 (LCB) '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 (LCB) , 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 (LCB) without delay upon the (LCB) 's first written demand without cavil or arguments and without requiring the (LCB) to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the (LCB) '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 (LCB) 's designated Bank & Account Number.

PROVIDED ALSO THAT the (LCB) 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 (LCB) 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
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 "(LCB) ") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the (LCB) 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:
 - (1) The Contract Agreement
 - (2) The Letter of Acceptance;
 - (3) The completed Form of Bid;
 - (4) Addenda if any
 - (5) Special Stipulations (Appendix-A to Bid);
 - (6) The Particular Conditions of Contract – Part II;
 - (7) The General Conditions – Part I;
 - (8) The priced Bill of Quantities (Appendix-D to Bid);
 - (9) The completed Appendices to Bid (B, C, E to L);
 - (10) The Drawings;
 - (11) The Specifications; and
 - (12)_____ (any other).
3. In consideration of the payments to be made by the (LCB) to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the (LCB) to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The (LCB) 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 (LCB)

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a) (i) The (LCB) is **the CEO, (Lahore Cantonment Board)**
- (a) (iv) The **Engineer is Ess Ess Associates** or a person nominated by them.

The following paragraph is added:

- (a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

- (b)(v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.

The following paragraph is added:

- (b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

- (e)(i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there-from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.2 Engineer’s Representative

The following paragraph is added:

The (LCB) shall ensure that the Engineer’s Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

5.1 Language(s) and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan, Cantonment Account Code 1955 & Cantonment Act 1924.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;

- (3) The completed Form of Bid;
- (4) Addenda if any
- (5) Special Stipulations (Appendix-A to Bid);
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions – Part I;
- (8) The priced Bill of Quantities (Appendix-D to Bid);
- (9) The completed Appendices to Bid (B, C, E to L);
- (10) The Drawings;
- (11) The Specifications; and
- (12)_____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

8.1 The following sub-paragraphs are added under this clause:

8.1.1 Site Office

The contractor shall construct, furnish & provide equipments in site office for the sole of the (LCB)/Consultants of not less than twelve hundred (1200) square feet floor area along with electric and sanitary facilities for each building. The equipment includes computers, fax, telephone, air conditioner or any other item necessary to operate and maintain Site Office. Office should include conference room having capacity of 15 persons. The cost providing such facilities be deemed to have been included in the Contract Price. The office of the Engineer and (LCB) shall be located within the premises of the project Site Area. The general plan, layout plan and type of structure to be built for this purpose shall be subject to approval of Engineer/(LCB).

The Construction of site office shall be started immediately upon the taking over of possession of site by the Contractor. The Site Office along with fittings/fixtures shall become the property of the (LCB) on completion of work. Design of office, specifications, list of office equipment, fittings, fixtures and staff for functioning of site office will be got approved from the (LCB) within 15 days of signing of contract. Net cost effect of all these facilities shall not be less than Rs. 5.0 (five) Million.

8.1.2 Assistance for the Engineer's Representative

The Contractor shall provide for the exclusive use of Engineer or his Representative from time to time if so required, during the currency of the contract all such chainmen, office attendants, technical and clerical staff, tradesmen, labours, instruments, apparatus and protective clothing as the Engineer or his Representative deems necessary for the execution of his duties in connection with the Contract. The aforesaid staff men shall be selected for their efficiency so far as is possible, the same men shall be provided throughout the period of the contract and shall not be dismissed or transferred without the approval of the Engineer or his Representative.

8.1.3 Laboratory

The Contractor shall provided and maintain for the duration of the contract approval laboratory equipment, apparatus and fitting for use as onsite testing laboratory. Laboratory will be operated and supervised by the Engineer or his Representative.

The Contractor shall provide labours and technicians in the number deemed necessary by the Engineer, to assist in operation of the Laboratory as required to the Contractor's proposed programme of work. Labourers once assigned to the laboratory may be removed by the Contractor only at the direction of or with the approval of the Engineer.

The laboratory shall be located adjacent to the Engineer's office or at a site approval by the Engineer, and shall be constructed as per directions of the Engineer.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the (LCB) in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) Insurance Bond from a reputed Insurance Company which shall be got approved from the (LCB).

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be submitted

The programme shall be submitted within 30 days from the date of receipt of Letter of Acceptance, which shall be in the form of a Bar Chart identifying the critical activities. The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;

- (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 3 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2, 15.3 and 15.4 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

- 15.4** Technical staff with requisite qualification to supervise the work at site will be employed by the contractor. Number of persons to be employed and their desired qualification shall be got approved from the (LCB). The contractor must employ full time qualified civil engineers and electrical engineer at site of work.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working

knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan having valid Identity Cards.

The following Sub-Clauses 19.3, 19.4, 19.5 and 19.6 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

19.5 Water Required for Construction

The (LCB) shall not supply any water to the contractor. The contractor is therefore, required to make his own arrangements for the water at site at his own cost.

19.6 Security Clearance.

The contractor shall need to get his firm and concerned persons employed on the project, security cleared through the (LCB).

20.4 (LCB)'s Risks

The (LCB)'s risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) Loss or damage due to the use or occupation by the (LCB) of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) Any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

The Clause is deleted.

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the (LCB), which will be got approved from the (LCB) through a written request before submitting any insurance related documents.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the (LCB) at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other (LCB)s whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the (LCB) or the Engineer; except with the prior written consent of the (LCB) or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the (LCB) or if the (LCB) so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

No bonus shall be paid to the Contractor in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

51.2 Instructions for Variations

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

52.1 Valuation of Variations

In the tenth line, after the words “Engineer shall” the following is added:
within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

60.1 Monthly Statements

In the first line after the word “shall”, the following is added:

“on the basis of the joint measurement of work done,”

In Para (c) the words “the Appendix to Tender” are deleted and substituted with the words “ Sub-Cause 60.11 (a)(6) hereof”.
(in case Clause 60.11 is not applicable)

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the (LCB) to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the (LCB), or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 45 days after such Final Payment Certificate has been delivered to the (LCB);.

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

N.A

67.3 Arbitration

DML&C, Lahore Region is the sole Arbitrator in the case of and dispute arises between (LCB) and Contractor his decision will be final and binding on both parties

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the (LCB) and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notices to (LCB) and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The (LCB) :

Cantonment Executive Officer, Lahore Cantonment Board

b) The Engineer:-

Ess Ess Associates or any other person nominated by him.

70.1 Clause is deleted

70.2 Clause is deleted

The following Sub-Clauses 73.1, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

The following Sub-Clauses 72.1, 72.2, 72.3, are deleted

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the (LCB) shall be entitled to:

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

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the (LCB) under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for (LCB)'s Convenience

The (LCB) shall be entitled to terminate the Contract at any time for the (LCB)'s convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) Shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) Shall be paid by the (LCB) as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the (LCB) shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liabilities

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the (LCB) for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the (LCB).

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the (LCB) or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

(PART-II-B)

Supervision of work

1. Consultant will be responsible to supervise all over the project as per approved design / drawing / specification of work
2. All bills will be verified by consultant before any payment to contractors by LCB

Terms & Conditions:-

1. No material / labour shall be supplied by the Board.
2. That the work shall be carried out strictly in accordance with the specifications laid down in the MES Schedule 2014 and technical specification as per sanction estimates and plans/drawings in the most substantial and workman like manner, or other causes, any defects, imperfection becomes apparent in the work at site the Cantonment Executive officer (CEO), Consultant, Chief Cantt Engineer, Senior Cantt Engineer and Cantt Engineer shall at any time at a short notice to the contractor, demolish remove or make good the defective work at the risk and cost of the Contractor. Furthermore, even after the certificate of completion has been given, the Contractor shall make good (within one year of the final payment made) the defective work or the CEO shall be a liberty to remove the defects at the risk and cost of the Contractor. The amount so incurred on the work shall be recoverable from the security of the Contractor held by the Board.
3. Rs. 30,000/- 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.
4. That if the Contractor desires an extension in the time limit for completion of the work on the grounds which are unavoidable and beyond his he shall apply in writing to the CEO, before the date of expiry of the time limit of the work, stating reasons, and the CEO, may or may not extend the time, and his decision shall be final. Contractor is bound to complete the work as per time line.
5. That if the Contractor fails to execute and complete the work within the time period allowed to him or within the extended period, the Board shall have a right to get the work executed from any other agency at the risk and cost of the Contractor and recover the extra cost so incurred from the security or otherwise.
6. The CEO shall have power to make any alternation of addition of the original

specification that may appear to him necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the same in accordance with the instructions which may be given to him in writing, by the CEO. It shall be also lawful for the CEO to get any of the construction work executed departmentally where it seems necessary and payment will be recovered from contractor.

7. That the work shall be carried out in accordance with the estimates and plans. Any variation which becomes necessary either on account of plan or design of the work or for any other reason the CEO shall be competent to order the execution of such variation and these shall be paid for at the approved rate.

8. The Contractor shall not assign or sublet the contract without the permission in writing of the Board. If he does so, he shall be liable to lose the contract and the security at the option of the Board and he shall pay the additional expenses incurred in getting the work completed.

9. The Contractor or his duly authorized agent shall be present at the time of taking the measurements and signing the of measurement Book. Should the Contractor or his representative fail to attend on the day or days appointed for taking the measurement. The measurements shall be proceeded with in his absence which shall be final and binding on the Contractor.

10. That the material should be stacked at the site and not used until it has been approved by the CEO or Consultant of the project.

11. That the Contractor's agent shall always be present at the site of the work to attend to the order issued by or on behalf of the Board / CEO. The name of such an authorized agent shall be noticed in writing, to the CEO before hand.

12. In respect of poor work or portion of work noticed below par at the time of taking over, certain percentage will be deducted as decided by the CEO.

13. Where it is discovered that any overpayment has been made to the Contractor in respect of any work done by him under this contract, such overpayment shall be recovered by the CEO from any bill of the Contractor.

14. All works under or in course of execution or executed in pursuance of this contract shall, at all times, be open to inspection and supervision of the CEO / Consultant / Chief Cantt Engineer / Senior Cantt Engineer / Cantt Engineer or any official authorized in this behalf by the CEO.

15. If the Contractor or his workmen or servants shall break, deface, injure or destroy any building, road, fence, enclosure or grassy land or cultivated ground contiguous to the premises in which the work or any part of it is being executed, the Contractor shall make good the same at his own expense or in default the CEO may cause the same to be made good at the risk and expenses of the Contractor and deduct the expense from any payment that may then be due to the Contractor or out of his security or in accordance with clause 13 above.

16. If the Contractor becomes insolvent or any insolvent proceedings are commenced against him or if he makes any composition with his credits or attempts to do so or if the a company is wound up or if any bribe gratuity, gift, loan requisite reward or advantage pecuniary / or otherwise shall directly or in directly be given promised or offered by the Contractor, or any of his servants or any way relating to his office or employment or it any such officer or, the person shall become in any way directly or indirectly interested in the Contract then the security deposited by the Contractor shall there upon stand forfeited and will be absolutely at the disposal of the Board.

17. The Contractor shall prepare and submit his detailed bill to the CEO after the completion of the work to which it refers and the CEO shall take or cause to be taken requisite measurements for the purpose of having the same verified and the claim as for as possible adjusted if possible during the month during which the bill was presented and measurements so taken shall be final and binding on the Contractor.

18. The Contractor shall indemnify the Board, its officer and all servants, against all claims in respect of any injury or damage arising out of or in connection with the execution of this contract to any person or property.

19. The Contractor shall take all reasonable fire precautions to minimize fire risks and shall conform to such instructions as may be given from to time, in writing, by the CEO / consultant.

20. The Contractor shall bear the octroi duty or terminal tax or any other tax on building materials etc, imported by him for the work done under this contract.

21. For continuous un-satisfactory work, the contract will be terminable at the option of the Board /CEO by giving fifteen days notice to the Contractor and the Board / CEO shall be at liberty to forfeit the security deposit in full or in part as the Board/CEO may determine.

22. At any time during the execution of the contract if the work of the Contractor is found un- satisfactory and not in accordance with the specifications the Board/CEO shall be competent to get the defects removed through some other agency at the risk and cost of the Contractor besides this the Board/CEO shall also be competent to get the un-executed work done through other agency at the risk and cost of the Contractor. Any extra expense that may be incurred under this clause may be recovered from the contractor or from his security deposit or from any other sums that day or at any time be due to the Contractor or from his property as arrears of land revenue.

23. If the Contractor abandons the work or keeps it suspended for a period exceeding fifteen days consecutively for the reasons which are not beyond his control, the Board/CEO shall have the right to determine the work after serving seven days notice and get the remaining work completed/executed through any other agency at the risk and cost of the Contractor.

24. The Contractor shall refrain from using objectionable language and restrict himself in stating facts of the case in any petitions or representations shall in connection with this contract shall be submitted through the proper channel i.e. the CEO and that any disregard of this condition may lead to cancellation of the contract without any liability for payment of compensation for any loss that the Contractor may sustain as a result.

25. The Contractor shall not appoint such persons as his agent as are the defaulters of the Board or may have been black listed by the Board or any other government department.

26. The non-availability of any material will not be considered as an excuse for any change in the design of specifications.

27. The Contractor shall be responsible for compensation to his workman under Workman's Compensation Act.

28. The approved rates for the subject work will remain valid till the completion of respective work and the Contractor shall not be entitled to claim any escalation for the subject work.

29. 10% security deducted from running bill and the security equal to 5% of the estimated cost of the work will be deducted from the final bill. Which will be kept for one year and till completion of audit which is later of this payment and also for

meeting the expenditure incurred by the board in case defect arises in the work and the contractor fails to rectify it.

30. In case any dispute arises during the substances or the contract, it shall be referred to the Director Military Lands & Cantonments, Lahore Region who shall be the sole Arbitrator and his decision shall be final and binding on the both the parties who will not challenge the same in any court of law / higher authorities.

31. That the terms and conditions mentioned above shall be part and parcel of agreement.