

(REVISED)
CONTRACT FROM THE EXECUTIVE OF WORKS
GOVERNMENT OF THE PUNJAB

PUNJAB BUILDING DEPARTMENT
TENDER/CONTRACT DOCUMENTS

Name of Work :-

Name of Contractor:-

Estimated cost of work Rs:-

Amount of earnest money Rs:-

Deposit at call No:-

Treasury challan No:-

Time limit:-

Contractor

In-charge Tender Cell, UAF

0Stereo LB No, 386 (revised)

Agreement No.-----

Stereo I.B No. 389 (revised)

Stereo I.B No. 28(revised)

Stereo I.B No. 29(revised)

UNIVERSITY OF AGRICULTURE, FAISALABAD**ITEM RATE TENDER & CONTRACT FOR WORKS**

- | | | |
|---|------------------------------------|--|
| 1 | Name of work | Carpeting Work of Road at UAF-Sub Campus Toba Tek Singh. |
| 2 | Estimated cost | PKR: 4,224,000/- |
| 3 | Time for completion | 02-Months- |
| 4 | Amount of Bid Security | PKR----- Million (s) |
| 5 | Issued to | -----
----- |
| 6 | Pre-tender conference | ----- |
| 7 | Dead Line for submission of Tender | 09-05-2019 up to 10:00am ----- |
| 8 | Opening of Tender | 09-05-2019 up to 10:30am----- |
| 9 | Issued by | Incharge, Tender Cell, University of Agriculture, Faisalabad.

Signature:-----

Date:----- |

OFFICE STAMP

Note: The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issued official and which is not submitted by the same contractor to whom the tender form was issued

GENERAL DIRECTIONS FOR**Contractor****In-charge Tender Cell, UAF**

THE GUIDANCE OF THE TENDERER

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. All necessary documents, such as copies of specifications (excluding standard specification books, MRS, 1st quarter 2019 District Faisalabad), contract documents, including bill of quantities, estimated scheduled rates and any other documents required in connection with the preparation of tender or execution of works, signed by the engineer-in-charge will accompany the tender form and the cost of such annexed documents will be reflected in the cost of the tender form.
3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.
4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.
5. The memorandum of work tendered for, and the schedule of materials and equipment to be supplied by the engineer-in-charge and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the engineer-in-charge before the tender form is issued. At this stage the tenderer should ensure that the tender form so issued is complete in all respects.
6. The tenderer shall note that the ultimate responsibility for the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.
7. The tenderer shall, at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of the site, the nature and lay out of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender. The engineer-in-charge shall not assume any responsibility regarding information gathered interpretation or deduction, which the tenderer may arrive at, from the date that may be furnished with the contract documents.
8. (a) The tenderer shall fill up the Bill of Quantities and indicate the percentage rate above or below the MRS of rates for the "MRS items" on which he is willing to undertake each item of work. No premium will be quoted by the contractor against non-MRS/item rates, for which the rate and amount has already been filled in by the engineer-in-charge in the bid schedule.
 (b) In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the

Contractor

In-charge Tender Cell, UAF

- Bill of quantities on which he is willing to undertake each item of work.
9.
 - i. The tender shall work out the amount against each item of work in the Bill of Quantities and will indicate the total amount of his tender (including the cost of Non-MRS items rates for which the rate and amount has already been filled in by the engineer-in-charge in the Bill of Quantities) on which he is willing to complete the works. The total amount worked out in the Bill of Quantities shall be entered by the tenderer in his tender as his tender price for the work. In case of discrepancy between amounts in figures and in words, the amount in words shall prevail.
 - ii. Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.
 - iii. If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.
 - iv. If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the engineer-in-charge shall fill in the blanks by noting the word "NIL" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.
 - v. If the tenderer does not accept the adjusted/corrected amount of tender according to the above provision, his tender shall be rejected and the earnest money forfeited.
 10. The tender which proposes any alteration in the works specified in the Bill of quantities or in the time allowed for carrying out the works or any other condition mentioned by the Engineer-in-charge, will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filing the forms shall duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.
 11. The tenderer shall fill in the tender documents, in ink. Errors, if any, shall be scored out, and corrections re-written legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.
 12. Additional Clause (s) for a particular work shall be typed on separate sheet(s) by the Engineer-in-charge, which will be annexed to the contract documents specifying the number of sheets. The tenderer shall not add or delete any additional clause(s) in the additional clauses sheet (s), provided by the Engineer-in-charge.
 13. The quantities mentioned in the Bill of Quantities are estimated quantities, to be used for preparing tenders, and the Engineer-in-charge does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provisions of Clause 42 of the general conditions of contract.

14. No tender without earnest money shall be entertained, Earnest money, calculated @ 2% of the estimated cost of the work (rounded suitably), shall be in the form of 'deposit at call receipt'. The earnest money of the unsuccessful tenderers shall normally be returned by the Engineer-in-charge within a week of opening of the tenders and in any case not later than sixty (60) days following the date set for opening of tenders. In the event of the tender being accepted, or receipt for the earnest money forwarded therewith, shall thereupon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount (s) payable to the contractor under the contract.
15. The successful tenderer will be required to enter into a contract, furnish the performance security (where-ever required) and to commence the work within the time specified in the memorandum of work. Should the successful tenderer refuse or fail for any reason to enter into contract, or to furnish the performance security or to commence the work within the time specified in the memorandum of work, it should constitute a just cause for the annulment of the award and in the event of such annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.
16. (i) The tender shall be signed by the person (s) duly authorized to do so. In the event of the tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Partnership Act, 1932, or any other law in force.
 (ii) The tender submitted by a joint venture of two or more firms shall be accompanied by a document of formation of the joint venture, duly registered and authenticated by competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person (s) authorized to represent it and accept it obligate, the participation of several firms forming the joint venture and any other information of necessary to permit a full appraisal of its function.
 (iii) A tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.
 (iv) In all cases, the tender must be signed by an individual or individuals having powers to legally bind the firm, joint venture, corporation or companies on whose behalf they are signing.
17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule which rates and prices shall, except in so far as it is otherwise expressly provided in the contract, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
18. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by the engineer-in-charge prior to the prescribed deadline for submission of tenders. The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered, with the inner envelopes additionally marked "MODIFICATION or WITHDRAWAL as appropriate. No tender may be modified subsequent to the deadline for submission of tender. Withdrawal of a tender during the interval between the deadline for submission of

tenders and the expiration of the period of tender validity i.e. sixty (60) days as specified by the tenderer in the Form of Tender may result in the forfeiture of the tender security.

19. The tenderer shall submit the original Tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL". The inner and outer envelopes shall (a) be addressed to engineer-in-charge (b) and bear the following identification: Tender for (Name of Contract),(Reference Number of Tender),and the words "DO NOT OPEN BEFORE (Time and Date, set for opening)".The inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared to have been received late or is otherwise unacceptable. If the outer envelope is not sealed and marked and instructed above, the Engineer-in-charge will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely because of improper identification will be rejected.
20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notice may be legally served on him and to which all correspondence in connection with his tender and the contract is to be sent.
21. The presentation of a tender implies full acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document.
22. Any tender received by the Executive Engineer (Engineer-in-charge) after the deadline for submission offenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.
23. The Engineer-in-charge or his duly authorized officer (not below the rank of Assistant Engineer) will open tenders in the presence of intending tenderers or their authorized agents, who may be present at the time. The officer opening the tender will announce the names of the tenderer, tender rates and the presence of requisite tender security.
24. Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.
25. Except for information to be read out by the Engineer-in-charge at the time of opening tenders in accordance with Para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process. Any effort by the tenderer to influence the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of his tender.
26. To assist in the examination, evaluation and comparison of tenders, the Engineer-in-

charge may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Engineer-in-charge during the evaluation of the tender.

- 26 (A) In case the total tendered amount is less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security from the Scheduled Bank ranging from 5% to 10% as under, within 15 days of issuance of notice or within expiry period of bid, whichever is earlier.

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%

27. The Engineer-in-charge shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The Engineer-in-charge will not be bound to award the contract to the lowest or to any other tenderer.
28. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will be paid (subject to the adjustment specified in clause 55 of the annexed conditions) and shall be deemed to include all costs of performing the work, including income tax, super tax and/or other charges, duties and taxes of the Government, autonomous, semi-autonomous and local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.
29. Prior to the expiration of the period of tender validity (60 days) prescribed in the Tender Form or any extension thereof that may have been granted by the tenderer, the Engineer-in-charge will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract, (hereinafter called the contract price). The notification of award will constitute the formation of the contract.
30. At the time, the Engineer-in-charge notifies acceptance of the tender to the tenderer he will send the tenderer the Form of Agreement provided in the tender documents, incorporating all agreements between the parties. Within fifteen (15) days of receipt of the of Agreement, the successful tenderer shall furnish the performance security (10% of the Contract Price) and sign the contract in the presence of the Engineer-in-charge.
31. After the successful tenderer has signed the -contract furnished adequate performance security the Engineer-in-charge will notify to the un-successful tenderers that they were unsuccessful.
32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.

Contractor

In-charge Tender Cell, UAF

33. A copy of the contract agreement may be obtained by the contractor at his own cost.

TENDER FOR WORK

To

The Incharge, Tender Cell

Dear Sir,

I/We.....

(Name of the contractor)

The undersigned tenderer, having examined the conditions of contract, specification, drawing bid schedule and addenda Nos..... there to, for the work of

(Name of the work)

and the works associated therewith, and having examined the site of the above named works, or having caused the site to be visited OR our behalf by my/our competent and reliable agent, and having satisfied myself/ourselves as to all conditions under which the above named work must be performed, hereby offer to execute, complete and maintain the whole of the above mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above, at tender price of Rs. (Rupees).....

Or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule.

2. As security for the due performance of the undertaking and obligations of this tender, I/We submit herewith a deposit at call receipt No..... dated. In the amount of Rs.....(Rupees.....from..... the.....BankBranch drawn in favor of Treasurer UAF as earnest money, the full value of which will be absolutely forfeited to Government, without prejudice to any other rights or remedies of the said *Government*, should I/We withdraw or modify' the tender within its validity period of sixty (60) days, following the date of receipt of tender.
3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender shall be detained by University towards the amount of security deposit specified in clause 48 of the said conditions of contract and item (d) of the Memorandum of work.
4. Should this tender be accepted by you; I/We hereby undertake: -
 - (a) To sign all the necessary documents for entering into a contract agreement in the form set out in the contract document within fifteen (15) days following your notification of such acceptance.
 - (b) To commence the work within the stipulated time named in item (f) of memorandum hereto annexed following the date of issuance of your order to proceed with or the handing over of the site, whichever is later and in the event of my/our failure to do so, the entire amount of earnest money deposited by me/us for which deposit at a call receipt is enclosed herewith, is to be absolutely forfeited to the University. On the commencement of work, I/We hereby also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to the University the sums of money mentioned in the said conditions.
 - (c) To complete and deliver the whole work comprised in the contract within the time stipulated in item No. (g) of the Memorandum hereto annexed, subject to such extension in the time limit as may be granted under the conditions of contract.
 - (d) the furnishing of performance security under item (h) of the memorandum annexed

Contractor

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hereto, in the sum equal to 10 (ten) percent of the cost of the work in same form sum equal to 10 (ten) percent of the cost of the work in the same form and on the same condition as are prescribed by and to the satisfaction of the Engineer-in-charge.

5. I/We also agree that when materials and/or equipment for the work are provided by the t, the rates to be paid for them shall be as provided in Appendices annexed hereto.
6. I/We agree to abide by this tender for the period of sixty (60) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.
8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.

Thanking you,

Yours faithfully,

(Signature of Tenderer)

Dated thisDay

NAME.....

Of20...

*Address.....

I hereby accept the above tender on behalf of the Government.

(Signature of Incharge, Tender Cell)

Contractor

In-charge Tender Cell, UAF

MEMORANDUM OF WORK

- | | | |
|----|---|--|
| a) | General Description | Carpeting Work of Road at UAF-Sub Campus Toba Tek Singh. |
| b) | Estimated Cost | PKR: 4,224,000/- |
| c) | Amount of earnest money to accompany the tender (to be furnished by the tenderer in the shape of “deposit at call” from a scheduled Bank of Pakistan) | Rs. 84,480/- |
| d) | Percentage of security deposit to be retained from the bills. | |
| | i) On the amount of work done up to Rs.5.0 million | Ten (10) percent |
| | ii) On the amount of work done beyond Rs.5.0 million. | Five (5) percent |
| e) | Mobilization period | Fifteen (15) calendar days |
| f) | Time allowed for completing the work after the expiry of mobilization period | -----calendar months |
| g) | Amount of performance security in the form of Bank Guarantee (see contract conditions clause 7 and General direction 26 (a) | Five (05) percent of the accepted tender price in the case of tenders with cost of exceeding Rs.50.00 millions and as per general condition 26(a) for all tenders. |
| h) | Time period of maintenance (after the issuance of certificate of completion) | Six (06) calendar months. |

Contractor

In-charge Tender Cell, UAF

CARPETING WORK OF ROAD AT UAF-SUB CAMPUS TOBA TEK SINGH.
D.N.I.T(Civil Work)

Sr. No.	Ref. No.	Description of items. Rates of MRS 1 st by annual 1 st Jan 2019 to 30 th Jun 2019	Unit	Quantity	Rate	Rate Quoted by the Contractor	Amount
1	Ch.18/6	Providing and laying bituminous priming coat, using 10 lbs. kerosene oil and 10 lbs. binder per 100 Sft. or 0.5 Kg kerosene and 0.5 Kg binder per square meter.	1000 Cft.	64368.00	1,033.35		
2	Ch.18/10	a) Providing and laying plant premixed bituminous carpet, including compaction and finishing to required camber, grade and density.1-1/2" thick. (ii) 3.5% Bitumen	100Cft.	64368.00	5155.65		
3	ch.13/33	Painting traffic lane 5" (125 mm) wide, with road marking enamel.	100 Cft.	15264.00	2.55		
Total							
Add 5% PST							
Total							

Contractor

In-charge Tender Cell, UAF