

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ Between Messrs. _____ being hereinafter called the "OWNER" which expression shall, wherever the context so permits, mean and include its successors in interest, executors, administrators, liquidators, nominees and assignees of the ONE PART, and Messrs. _____ hereinafter called the "CONTRACTOR", which expression shall, wherever the context so permits, mean and include its heirs, successors in interest, executors, administrators, liquidators, nominees and assignees of the OTHER PART.

WHEREAS ;

- a. The Owner had invited tenders from various contractors for the _____ in accordance with the requirements, drawings, plans and instructions prepared by the Architect / Consultant of the Owner and contained in the tender documents issued by the Architect / Consultant and.
- b. In response to the invitation of the Owner, the Contractors have tendered their quotations and rates and have offered to carry out the completion and maintenance of the aforesaid Project and facilities in accordance with the requirements, conditions of contract, documents, standard quality, plans, drawings and instructions of the Architect / Consultant.
- c. The Owner is willing and agreeable to accept the aforesaid quotation, rates and offer of the Contractor on the various terms and conditions specified herein and in the documents listed in Clause-1, below.

NOW THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenant and conditions set forth herein, the parties hereto, do hereby agree, undertake and declare as under :-

1. The Following documents, hereinafter called "Contract Documents" shall be deemed to form, read and construed as an integral part of this Agreement :-
 - a. Tender documents.
 - b. Contractor's bid letter No. _____ dated _____.
 - c. Relevant Correspondence.
 - d. Letter of Award No. _____ dated _____.
2. Notwithstanding anything contained to the contrary or in conflict with the provisions of this agreement in any of the documents mentioned in clause-1, above, the provisions of this agreement shall prevail and the documents mentioned above shall be deemed to have been amended to the extent of inconsistency found therein, by the provisions of this Agreement. In case of inconsistency between any of the documents referred to herein, the later documents shall prevail and the tender documents shall be construed to have been amended to that extent.
3. In consideration of the Contractor completing and maintaining the works, as described heretofore, in conformity in all respects with the provisions of this contract to the entire satisfaction of the Owner, the Architect / Consultant and the Contractor acting, abiding and performing his duties and obligations strictly in accordance with the terms and conditions herein and documents of the contract mentioned hereinabove, the Owner shall pay to the Contractor amounts as per contract documents listed above.

4. This contract shall not be transferable or assignable in whole or part of any of the parties hereto, provided that the Owner may assign his rights and obligations in whole or in part to any other Company which shall be wholly owned Company belonging to the same Group of Companies as the Owner. In such an event such other Company shall be entitled to act as Owner under this contract.

IN WITNESS WHEREOF the parties hereto, acting through their respective representatives, have caused this agreement to be signed, sealed and delivered in their respective names on the day and the year first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED
in the name and for and on
Behalf of the OWNER

SIGNED, SEALED AND DELIVERED
in the name and for and on
Behalf of the CONTRACTOR

NAME : _____

NAME: _____

DESIGNATION : _____

DESIGNATION: _____

CNIC# : _____

CNIC# : _____

WITNESSES :

WITNESSES :

1. Name : _____

1. Name : _____

Address : _____

Address : _____

CNIC# : _____

CNIC# : _____

2. Name : _____

2. Name : _____

Address : _____

Address : _____

CNIC# : _____

CNIC# : _____

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FORM OF MOBILIZATION ADVANCE

To

Dear Sirs,

WHEREAS you have entered into a contract with _____ (name and address) _____ (hereinafter called the "Contractor" which expression shall include its successors and permitted assigns) for _____ (hereinafter called the "Works").

AND WHEREAS at our request and at the request of the Contractor you have agreed to the contractor a sum of Rs _____ (Rupees _____ only) to be used by the Contractor for the procurement and transport of Plants, Equipment and materials for the said works (inclusive of any temporary works).

NOW THEREFORE we do hereby agree, undertake and guarantee:

1. That the Contractor shall use the advance amount of Rs. _____ (Rupees _____ only) for the purposes of procurement and transport of Plants, Equipment and materials for the works inclusive of any temporary works as defined in the Contract Agreement dated entered into between you and the Contractor.
2. That the Contractor shall repay the above said advance amount to you either by getting the same deducted from his running bills as per the General Conditions of Contract or from his own resources.
3. In the event of the Contractor failing to utilize the advance for the purpose for which it has been given by you and/or the Contractor failing to make the payment of the same to you as per the General Conditions of Contract, we hereby guarantee the payment of the amount of Rs. _____ (Rupees _____ only) or such other amount as may be outstanding against the Contractor within one working say after receiving of a written demand made by you on us without any question or without any reference of any nature whatsoever to the Contractor and irrespective of existence of any dispute between you and the Contractor and irrespective of pendency of any dispute with the Contractor before any Arbitrator or any Court of Law.
4. That a demand certifying that the Contractor has failed to utilize the advance for the purpose for which it has been given and/or has failed to repay the same and signed by the Engineer will be conclusive against the Contractor and against us which certified demand shall not be questioned by us for any reason whatsoever and it would be sufficient authority for us to make the payment to you.
5. That our liability under this Guarantee shall stand reduced automatically to the extent of the adjustment made from the running bills of the Contractor and a certificate signed by the Engineer to this effect shall be conclusive and binding on us.
6. The payment hereunder shall be made by us under this Guarantee in your name and a receipt issued by you shall be sufficient that the payment has been made to you hereunder.
7. That our liability under this Guarantee shall not be discharged until such time that a release has been granted to us in writing under the signature of the Engineer.
8. That no alteration in the terms of the said contract made by agreement between you and the Contractor or in the extent or nature of the works to be executed there under and no allowance of time by you or the Engineer under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said contract on your part or on part of the Engineer shall in any way release us from any liability under this Guarantee.

9. That any notice or demand under this Guarantee may be left at our address mentioned hereinafter or at any changed address as may be communicated by us to you in writing against your receipt, or the said notice of demand may be sent by registered post to us addressed as aforesaid and shall be deemed to have been given at the time when it should have been delivered in due course of post and your certificate that the envelope containing the notice was posted shall be conclusive.
10. That you shall have collective and/or several right to recover the full amount under this Guarantee from us which shall be paid by us to you as per Clause 6 hereof.
11. That this Guarantee shall remain binding on us and we shall be liable to you and/or your successors in interest or assigns.
12. This Guarantee shall remain in force upto _____ for the amount of Rs. _____
(Rupees _____ only).
Signed, sealed and delivered on this _____ day of _____ by _____ and by _____
_____ for and on behalf of _____ (Guarantor) in the presence
of _____

(Name and designation)

(Name and designation)

SALIENT FEATURES OF TENDER

1. Owner : Islamabad Club, Islamabad.
2. Name of Work : Supply & Installation of LED Flood Lights on Existing Poles of Tennis Courts, Islamabad Club.
3. Type of Contract : Item Rate Based.
4. Day & Date of Issue of Bids : April 17, 2017
5. Place of issue of Bids : Office of the Purchase Manager, Islamabad Club, Murree Road, H-6, Islamabad
6. Day & Date of Submission & Opening of Bid(s) : Submission at 1530Hrs. on May 2, 2017
Opening of Technical Proposal (Part I of the bid) at 1600Hrs. May 2, 2017

Opening of Financial Proposal (Part 2 of the bid) which shall remain (in sealed form) in the custody of the Islamabad Club, would be opened after finalization of technical evaluation report in the presence of qualified bidders who would be duly informed of the time, date and venue of opening of the same.
7. Place of Submission & opening of (s) : Office of the Purchase Manager, Islamabad Club, Islamabad.
8. Validity of Bid(s) : 90 Calendar Days from the date of submission of tender.
9. Amount of Earnest Money : Rs. 30,000/ only in the form of Bank Guarantee/Pay Order/ Demand Draft/ Deposit at Call issued by a Scheduled Bank in favor of Secretary, Islamabad Club, Islamabad. The Earnest Money of the successful bidder shall be released within 15 days after the signing of the Agreement whereas the same of unsuccessful bidders shall be released to them within 45 days of the submission of bids.
10. Time of Completion : 30 days Including supply and installation, testing and commissioning.
11. Date of Commencement of Work(s) : 03 Calendar days after receipt of Letter of the Award by Contractor.
12. Certificate of Substantial Completion : To be issued by the Club.
13. Maintenance or Defect Liability Period : 180 Calendar days from the date of issue of Certificate of Substantial Completion.
14. Certificate of Final Completion : To be issued by the Club within 30 calendar days after satisfactory completion of Maintenance Period.
15. Payment stages : 100 % from first and final bill on satisfactory completion of work

16. Amount of Mobilization Advance : 45 % of the Contract amount against an Irrevocable Guarantee from a Scheduled Bank of Pakistan.
17. Recovery of Mobilization Advance : @ 100% from payment on satisfactory completion of work.
18. Contract Agreement : The Contractor shall, after the award of work, enter into and execute a Formal Agreement as per specimen attached, with such modification as may be necessary.
19. Stamp Paper Requirement : The Contractor shall submit, at his own cost, all Bonds and the Agreement required as per provisions of the Contract, of the appropriate value(s) of non-judicial stamp papers in accordance with the GOP regulations.
20. Retention Money : 5% of value of work done will be deducted.
50% of retention money will be released on Substantial Completion of Work & balance within 30 calendar days after issuance of Certificate of Final Completion.
21. Liquidated Damages due to delay Completion of the Job : Rs. 15,000/ per calendar day
subject to maximum of Rs. 150,000/=
22. Work Schedule & Site Organization : Prior to award of work, Contractor will be required to submit Work Schedule to be approved by Club which will be part of the Contract
23. Billing Process : Contractor shall submit his bills/along with relevant details in hard copies. Billing shall be done as per item 15 and in compliance with other conditions hereinabove.

Project: Supply & Installation of LED Flood Lights on Existing Poles of Tennis Courts, Islamabad Club, Islamabad

Subject:: Bill of Quantities

S.#	Description	Unit	Qty	Rate in Rs.	Total Amount in Rs.
1	Supply, installation, testing and commissioning of LED Lights on 3 tennis courts, Philips model BVP 281 LED 132/CW, 120 Watts, 120-260 V, IP 65 or GE model ALIX , IP 65 or equivalent, cool white color with surge protection system for driver and LED module etc. complete in all respects.	No	48		
2	Dismantling of existing 48 lights from poles and making connections to the new lights as above, complete in all respect.	Job	1		
Total Cost:					