

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

CREDIT LINE FACILITY (BANK'S UNDERTAKING)

TAX CERTIFICATE (ON COMPANY LETTER HEAD PAD)

POWER OF ATTORNEY TO SIGNATORY OF THE BID

&

TO SUBMIT THE BID



BS-1

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for



its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



PS-1

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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



PS-2

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

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

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

<p>Witness:</p> <p>1. _____</p> <p>_____</p> <p>Corporate Secretary (Seal)</p> <p>2. _____</p> <p>_____</p> <p>Name, Title & Address</p>	<p>_____</p> <p>Guarantor (Bank)</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>_____</p> <p>Corporate Guarantor (Seal)</p>
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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of ____ (month) 20 ____ between National Highway Authority (hereinafter called the “Employer” which expression shall include the successors, legal representatives and permitted assignees) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Addendum/Corrigendum to Bid (if any);
 - (e) Special Stipulations (Appendix-A to Bid);
 - (f) The Particular Conditions of Contract – Part II;
 - (g) The General Conditions – Part I;
 - (h) The priced Bill of Quantities (Appendix-D to Bid);
 - (i) The completed Appendices to Bid;
 - (j) Special Provisions (SPECIFICATIONS);
 - (k) Supplementary Specifications;
 - (l) Particular Specifications;
 - (m) NHA General Specifications and its addendum;
 - (n) The Drawings; &
 - (o) any other documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

Continued.....



:2:

- 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5. The work shall commence within Fourteen (14) days of issuance of Letter of Commencement and the Contractor shall fully complete the work within **Four Months (120 days)** . The Defect Liability Period for the said work is **365 Days**.

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.

For and on behalf of Contractor

For and on behalf of
National Highway Authority

Signed, Sealed and Delivered in the presence of:

Witness:

By _____

By _____



MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____
 _____ (Particulars of Contract)
 with _____ (hereinafter called the "Contractor").

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

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

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

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

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

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

(Date)

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

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



GUARANTOR

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

WITNESS

- 1. _____

Corporate Secretary (Seal)

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



**CREDIT LINE FACILITY
(Bank's Undertaking)**

Date: _____

To,

Director (Maintenance) Punjab-North,
National Highway Authority
Regional Office Building, Shahpur Interchange,
Thokar Niaz Baig,
LAHORE

This is to certify that M/s _____ (Name & address of the Bidder) is maintaining their Account No. _____ since _____ with our Bank / Branch.

We also certify that our Bank (Bank name & address) has committed a credit line facility upto Pak. Rs. _____ to M/s (Name of the Bidder) for the project (Project Name) from _____ to _____ on the basis of their financial strength, market reputation and securities with us.

1. Name _____
2. Designation _____
3. Official Seal _____
of Authorized Signatory

1. Name _____
2. Designation _____
3. Official Seal _____
of Authorized Signatory



FORM IT-1

CERTIFICATE
(On company's Letterhead Pad)

In accordance with Clause IB 12.3 "Bid Prices", we, M/s do here by certify that the cost of risk of variation in rate of income tax has been inbuilt in our quoted item rates. Our firm is exempted/ not exempted* from the payment of income tax.

2. We understand that the Employer shall deduct from our invoice Withholding tax As per prevailing rates and deposit it with Government of Pakistan as per income tax ordinance.

Signature_____

Seal of the company

- Note: (1) Please attach NTN Certificate, and Exemption Certificate (if applicable).
- (2) Para 2 is not required for the bidders who are exempted from income tax.
- (3) This Certificates is mandatory to be included in Technical Bid, failing Which the Bid will be declared as non-responsive.

*Delete whichever is not relevant.



POWER OF ATTORNEY (POA)**TO SIGNATORY OF THE BID**

- i. Written confirmation (Power of Attorney) authorizing the signatory of the Bid to commit the Bidder.
- ii. Original Power of Attorney on Judicial Stamp Paper duly attested by Notary Public with original signatures to sign/commit the bid on following format must accompany the bid:
 - The person issuing authority of Power of Attorney shall provide the legal documents establishing his / her authority of issuing the Power of Attorney on behalf of Firm / Company /(for all partners of JV);
 - The name, designation/title in the Firm/Company, CNIC No. of the person issuing the Power of Attorney must be mentioned on the Power of Attorney;

The Power of Attorney shall bear the name, specimen signature, specimen initial of the signatory of the Bid as well as his designation / title in the Firm / Company and country identification number /CNIC No.



POWER OF ATTORNEY (POA)**TO SUBMIT THE BID**

Written confirmation (Power of Attorney) authorizing a person to submit the Bid

The Bid must accompany a Power of Attorney issued by authorized representative of the Firm / Company / (for all partners of a JV) having the name and CNIC No. of the person to whom Power of Attorney has been issued to submit the bid to the Employer on behalf of the Firm / Company / JV etc.

