

LETTER OF OFFER FOR EXECUTION OF WORKS

I / We hereby submit our offer (bid) for the execution of the work specified in the above written memorandum within the time specified in each memorandum at the rates specified therein, and in accordance with the specifications, designs, drawings and instructions and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

2. I / We understand that all the Schedules and Annexes attached hereto form part of this Bid.

4. I / We agree to abide by this bid for the period of one-hundred twenty (120) 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.

3. Should this bid be accepted, I / We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or on default thereof to forfeit and pay to the Pakistan Airports Authority (PAA) the sum of money mentioned in the said conditions.

5. 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.

6. I / We undertake, if our bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

7. I / We understand that you are not bound to accept the lowest evaluated or any bid you may receive.

8. I / We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons submitted a bid for the Works.

9. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a *Bid Security* in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of bid.

Dated the _____ day of _____ 20 _____

Witness

[Signature of Contractor]

Address

The above bid is hereby accepted by me on behalf of PAA.

Dated the _____ day of _____ 20 _____

[Signature of Officer by whom accepted]

(On appropriate valued non-judicial stamp papers)

FORM OF AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 20____ between **PAKISTAN AIRPORTS AUTHORITY**, established under the Pakistan Airports Authority Act, 2023, having its Head Office at Terminal-I, JIAP, Karachi, through its duly authorized officer (hereinafter called the "PAA") of the one part;

AND

M/s. _____ registered with Pakistan Engineering Council as a licensed Constructor / Operator, having its office at _____ "through its duly authorized person namely _____ (designation) (hereinafter called the "Contractor") (which term shall include its successors-in-interest, authorized representatives and executors) of the other part.

WHEREAS the PAA 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 General Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Letter of Offer for Execution of Works;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract (if attached).
 - (d) The Bill of Quantities;
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the PAA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PAA to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The PAA 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 Contract 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)
CNIC No. _____

(For and on behalf of PAA)

Signed, Sealed and Delivered in the presence of:

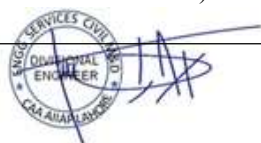
Witness (1):

Witness (2):

(Name, CNIC No. and Address)

(Name, CNIC No. and Address)

For PAA



(xi)

For Contractor

PERFORMANCE BOND GUARANTEE

Guarantee No:
Date of Issue:
Amount of Guarantee:
Date of expiry:

By this Bond We (hereinafter called "THE SURETY"), (1) do hereby bind ourselves and our successors and assign jointly and severally by these presents to pay to the PAKISTAN AIRPORTS AUTHORITY, KARACHI (hereinafter referred to as the PAA which term shall include his successors in office and assigns) unconditionally on demand and without further question, the sum of Rs. (Rupees.....), sealed with our respective seal and dated this

WHEREAS, M/s. (hereinafter referred to as "THE CONTRACTOR") by an agreement made between the PAA of the one part and the Contractor of the part have entered into a Contract hereinafter called "Said Contract" for the Construction, completion and maintenance of as therein mentioned in conformity with the provisions of the said contract and the sum mentioned in the above written Bond represent the amount of Performance Bond to be furnished by the Contractor for due fulfilment of obligations under the said Contract.

NOW THE CONDITION OF the above written Bond is such that if the Contractor shall duly perform & observe all the terms, provisions, conditions & stipulations of the said contract on the Contractor's part to be performed & observed according to the true purpose, intent & meaning hereof as determined by the PAA who shall be the sole judge in the matter, or if on default by the Contractor for which the PAA shall be sole judge the Sureties/Surety shall pay the amount of this Bond to PAA without reference to the Contract, then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement, between the PAA and the Contractor or in the text or nature of the works to be constructed, completed and maintained thereunder and no allowance of time by PAA under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the PAA shall in any way release the Sureties/Surety from any liability under the above written Bond.

AND WE agree that this Bond shall be irrevocable and the Guarantee hereby given shall be valid up to and that a Certificate signed by the Director Engineering Services / Additional Director, stating that the Bond has become due will be sufficient proof of its forfeiture and we shall pay the amount so demanded without, any further proof of any kind and that the payment shall be made by us forthwith on the receipt of the Certificate of the Director Engineering Services / Additional Director as aforesaid.

Notwithstanding anything contained hereinabove, the Bank's liability under this Guarantee shall in no event exceed the sum of Rs (Rupees.....), and this guarantee shall remain valid up to where after the Bank shall be completely discharged and released from all its liabilities hereunder unless a claim is received before the aforesaid expiry date.

Signed, sealed and delivered by the said in the presences of:

For and on behalf of
M/s

CONTRACTOR

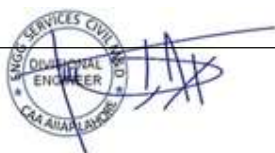
WITNESSES:

1. Signature.
Name.
CNIC:
Address.

For and on behalf of

SURETY

2. Signature.
Name.
CNIC:
Address.



MOBILIZATION ADVANCE GUARANTEE**(Bank Guarantee)**

Guarantee No. _____

Date _____

WHEREAS the Pakistan Airports Authority (hereinafter called PAA) has entered into a Contract for _____ (Particulars of Contract), with Constructor "M/s _____" (hereinafter called the "Contractor").

AND WHEREAS, PAA 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 this Contract.

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

AND WHEREAS, _____ (Scheduled Bank) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the PAA 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 PAA for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the PAA shall be the sole and final judge, on the part of the Contractor, shall be given by the PAA to the Guarantor, and on such first written demand, payment shall be made by the Guarantor forthwith of all sums then due under this Guarantee as determined by the PAA 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 Bills of the Contractor or until (Date) _____ whichever is earlier.

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

This Guarantee which is unconditional and irrevocable, 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 Bills 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 as payments from interim Payment Bills of the Contractor.

GUARANTOR

For _____

(Bank Limited)

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