

The Women University Multan



Tender Documents

Name of Work _____ Tender No. _____

Name of Contractor _____ FY _____

INDEX

Tender Documents Comprise:

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All the above volumes are the integral part of the contract documents and are to be read in conjunction with each other and in conjunction with MRS on which %age is being quoted by the contractor/Technically Sanctioned Estimate of said work to be tendered and are mutually explanatory of each other. In case of any contradiction, the provisions under priority of document and explanation of the Engineer in charge shall be final and binding on the contractor.

Contractor

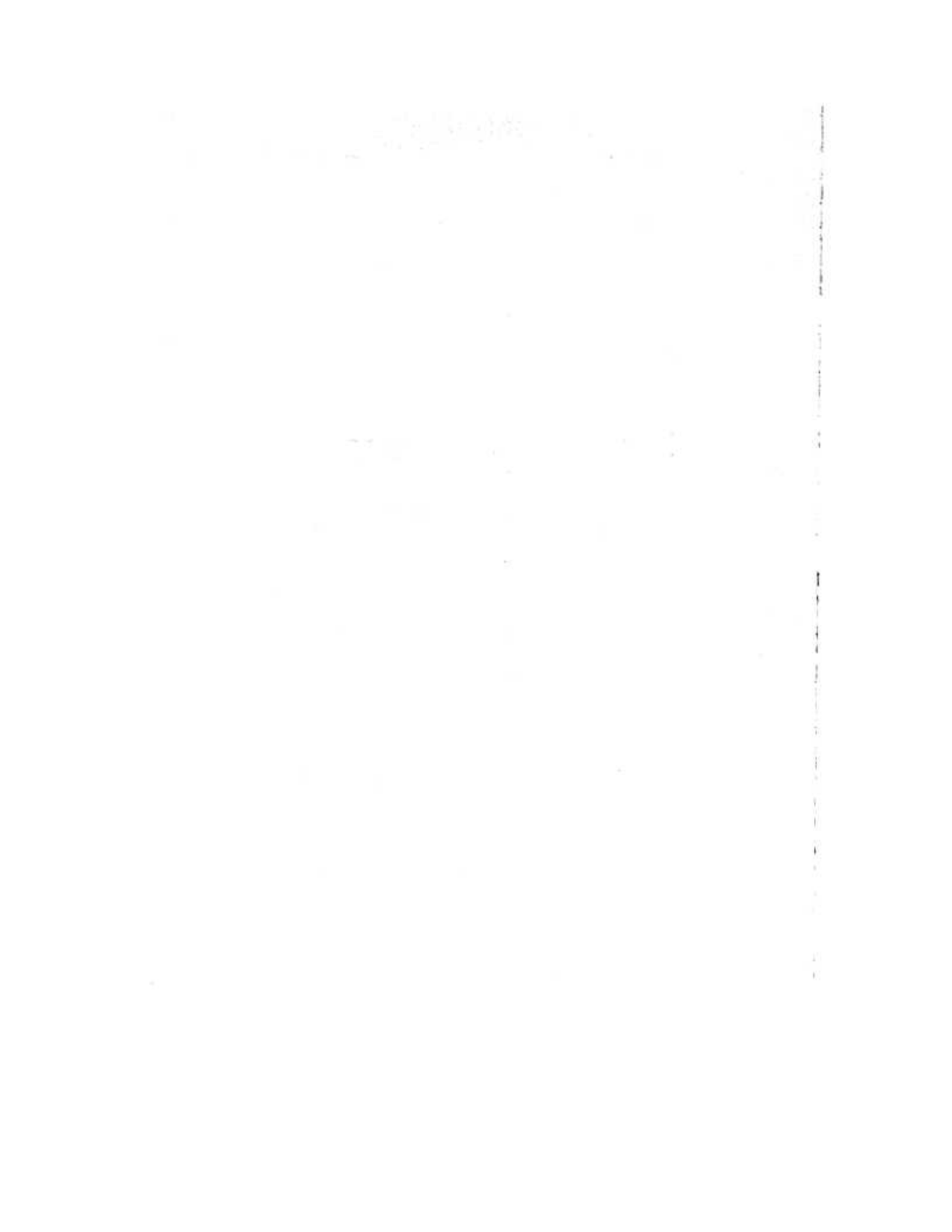
Engineer in charge

Issued to M/s _____

On: _____

Vide Application No. _____ Dated: _____

Signature of Issuing Employee of the Women University, Multan.





**The Women University Multan
Tender / Contract Documents
Contract form for Execution of Work**

Name of work: _____

Name of Contractor: _____

Renewed Vide No. _____

Estimated Cost of Work Rs. _____

Amount of Earnest Money Rs. _____

Time Limit: _____

Deposit At Call No: _____

Tender Fee Amounting to Rs: _____

Received Vide G.R. No. _____ Dated: _____

Stamp & Signature

DIRECTIONS FOR 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), contract documents, including bill of quantities, estimated MRS 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 layout of the terrain, the availability of labor, 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 bid schedule and indicate the percentage rate above or below the schedule of rates for the "Schedule items" on which amount he is willing to undertake each item of work.
(b) In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

Contractor

Engineer-in-charge

9. (i) The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender (including the cost of non-scheduled items rates for which the rate and amount has already been filled in the bid schedule) on which he is willing to complete the works. The total amount worked out in the bid schedule 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, then such blanks shall be filled in by noting the word "NIL." 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 provisions, his tender shall be rejected and the earnest money forfeited.

10. The tender that proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in 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 be 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 sheet(s). 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 bid schedule 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

Contractor

Engineer-in-charge

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 @ 5% of the estimated cost of the work (rounded suitably), shall be in the form of 'deposit at call receipt'. The earnest money of 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 thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be accepted by the Authority, in those cases the earnest money of only three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tenders. In the event of the tender being accepted, or receipt for the earnest money forwarded therewith, shall thereupon be given to the tenderer. The earnest money of the successful tenderer on execution of the award of particular work will be adjusted towards the amount of security deposit to be retained from the first amounts payable to the contractor under the contract.
15. The successful tenderer will be required to enter into a contract, furnish the performance security (wherever 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 the Authority, 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 the competent court and therein 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 necessary to permit a full appraisal of its functions.

Contractor

Engineer-in-charge

- (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(s) 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 insofar 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 tenders. 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 as 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 Engineer-in-charge, after the deadline for submission of tenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.
 23. The Engineer-in-charge will open tenders in the presence of intending tenderers or their authorized agents, who choose to be present at the time of tender opening. 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

Contractor

Engineer-In-charge

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 be disclosed to tenderers or other persons not officially concerned with such process. Any effort by a 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 facsimile, 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,

Contractor

Engineer -in-charge

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 facsimile 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 Form 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 and has furnished the requisite 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.
33. A copy of the contract agreement may be obtained by the contractor at his own cost.

Contractor

Engineer -in-charge

TENDER FOR WORK

To,

Dear Sir,

If We

(Name of the contractor)

the undersigned tenderer, having examined the conditions of contract, specification, drawing bid schedule and addenda Nos. _____ thereto, 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 on 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, If We submit herewith a deposit at call receipt No _____ dated _____ in the amount of Rs _____ (Rupees _____) from the _____ Bank _____ Branch _____ drawn in your favour or made payable to you as earnest money, the full value of which will be absolutely forfeited to Punjab --- _____, without prejudice to any other rights or remedies of the said Authority, should If 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 said Authority 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 documents 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 _____

Contractor

Engineer -in-charge

MEMORANDUM OF WORK

- (a) General Description:
- (b) Estimated cost
- (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) - % of the Tendered Cost
- (d) Percentage of security deposit to be retained from the bills.
- (i) on the amount of work done up to Rs. 5 million Ten (10) percent
 - (ii) on the amount of work done beyond Rs. 5 million Five (5) percent.
- (e) Minimum amount of interim running bills
- (f) Mobilization period
- (g) Time allowed for completing the work after the expiry of mobilization period
- (h) 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 exceeding Rs. 5 millions and as per General condition 26(a) for all tenders.
- (i) Period of maintenance (after the Date of Issuance of Certificate of Completion).

Contractor

Engineer -in-charge

Contractor

Engineer -In-charge

BID SCHEDULE

(Included in the Tender Documents)

Contractor

Engineer -in-charge

GENERAL CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPRETATIONS

Definitions Clause I: In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1) "*Agent*" means the person appointed by the contractor to act on his behalf in his absence;
- 2) "*Certificate of completion*" means the certificate of completion given by the Engineer-in-charge pursuant to clause-40 of these conditions;
- 3) "*Contract*" means the contract agreement; the documents set out therein and include the conditions of contract, the tender and acceptance thereof, the forms, technical specifications, the drawings, the bid schedule.
- 4) "*Contractor*" means the person or persons, firm or company whose tender has been accepted by the Engineer-in-charge, and shall include the contractor's duly authorized representative, successors and assigns;
- 5) "*Contract price*" means the sum named in the tender, subject to such addition thereto or deductions there-from, as may be made under the provisions of the contract;
- 6) "*Constructional Plant*" means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- 7) "*Drawing*" means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- 8) "*Engineer-in-charge*" means the Competent Engineer or his assignee or any other competent person appointed by the Engineer-in-charge and notified to the Contractor for the purposes of executing works under the Contract.
- 9) "*Government*" means the Government of the Punjab and being the autonomous body the University syndicate has full powers.
- 10) "*Period of maintenance*" means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which he is obliged to perform any maintenance procedure that may be specified by the Engineer-in-charge and shall be calculated from the date of the certificate of completion given by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause from the respective dates so certified.
- 11) "*Maintenance*" means the repairs, amendment, reconstruction and includes the rectification of defects, imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance;

Contractor

Engineer-In-charge

approved by the Engineer-in-charge and includes an amendment thereto made from time to time and approved by the Engineer-in-charge;

- 13) "Schedule of Rates" is synonymous with "MRS Rates" and which shall be the rates as placed on the website on timely basis by the Government of the Punjab for the relevant District in which the Project is located.
- 14) "Site" means the lands and other places on, at, over, under, in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent Land, or path or street, which may be allotted or used for the purpose "if carrying out the contract or any lands or places provided by the Engineer-in-charge for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- 15) "Specifications" means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge;
- 16) "Temporary Works" means all temporary works of every kind required in or about the construction, completion or maintenance of the work;
- 17) "Works" means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract;
- 18) "Engineer-in-charge" means "University Engineer the Women University, Multan"
- 19) "Authority" means "Syndicate the Women University, Multan or Vice chancellor on behalf of Syndicate of the Women University, Multan"
- 20) The word "Bid Schedule" is synonymous with "Bill of Quantities".

Marginal headings for information only.

Clause 2: The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and directions of the reader with regard to the contents of the said documents and shall by no means be invoked for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract.

Terms to include designations of corresponding posts.

Clause 3: Not used

Contractor

Engineer -in-charge

CONTRACT DOCUMENTS

Documents mutually explanatory.

Clause 4: Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken a mutually explanatory of one another but in case of any error, omission, ambiguity or discrepancy is found between these documents, the same shall be reported to the Engineer-in-charge who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer-in-charge compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error, omission, ambiguity or discrepancy, the contractor did not have reasons not to anticipate the Engineer-in-charge shall pay such additional sums as he shall certify to be reasonable to cover such expenses, provided further that any work done by the contractor, which perpetuates or adds to any error, omission, ambiguity or discrepancy, already discovered and pointed out, shall be considered to have been done at the contractor's own risk.

Custody of drawings

Clause 5: (1) The drawings shall remain in the sole custody of the Engineer-in-charge but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the Engineer-in-charge after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the Engineer-in-charge all drawings provided to him under the contract.

Classified drawings.

(2) If so instructed, the contractor shall undertake not to disclose details of classified drawings, other than to men in his employ, and will give an undertaking to the Engineer-in-charge that these drawings are not replicated or passed on to others or used by any other agency/person.

One copy of drawings to be kept at site

(3) One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and use by the Engineer-in-charge or by any of his superior officer or by any other person authorized by the Engineer-in-charge in writing.

Further drawings and instructions.

(4) The Engineer-in-charge shall supply to the contractor, from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works, and the contractor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the Engineer-in-charge of any such further drawing and instructions that the contractor may require for execution of works or otherwise under the contract.

Contractor

Engineer-in-charge

GENERAL OBLIGATIONS

Contract Agreement

Clause 6: The contractor shall, when called upon so to do by the Engineer-in-charge enter into and execute a contract agreement in the form annexed.

Performance security

Clause 7: The contractor shall (a) within 15 days of the receipt by him of the notification of the acceptance of his tender furnish to the Engineer-in-charge in cash, bank draft, cashier's cheque or payment order or Bank Guarantee from the Bank of Punjab or any scheduled Bank of Pakistan for the amount to make up the full performance security where required and specified in the tender, and/or (b) permit the Engineer-in-charge at the time of making any payment to him for work done under the contract to deduct such sum as specified in item (h) of memorandum and moneys or deductions so paid or made shall be held as additional security deposit. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his performance security reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sum or sums which may have been deducted from, or raised by sale of performance security or any part thereof.

If the amount of the performance security is not furnished within the period specified at (a) above the tender already accepted shall be considered as cancelled and the tender security will be confiscated by the Engineer-in-charge. The performance security deposit lodged by a contractor or (in cash or/other form or retained in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is accepted, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Programme of work to be furnished, if so required by Consultants

Clause 8: (1) The contractor shall if so required by the Engineer-in-charge submit in writing to the Engineer-in-charge within the period specified by him for his approval, a programme showing the order of procedure and the method in which he proposes to carry out the works. The time and progress chart shall be prepared in direct relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or section of the works, and shall be amended as may be required by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents.

(2) The contractor shall also, whenever required by the Engineer-in-charge furnish for his information full particulars in writing of the organization and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the contractor's arrangements for the carrying out of the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

Contractor

Engineer -in-charge

(3) The submission to and approval by the Engineer-in-charge of such programme, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.

Action when programme not submitted in time.

(4) In the event of the non-submission of the programme or revised/amended programme of work by the contractor for approval by the Engineer-in-charge within the period specified by the Engineer-in-charge the contractor shall be liable to pay as compensation an amount, equal to 0.25% per day or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to a maximum of 2% of contract amount.

Setting out

Clause 9: The contractor shall be responsible for the true proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-in-charge in writing, and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work, any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the contractor on being required so to do by the Engineer-in-charge, shall at his own expense, rectify such error to the satisfaction of the Engineer-in-charge unless such an error is based on incorrect data, supplied in writing by the Engineer-in-charge in which case the expenses of rectifying the same shall be borne by the University. The checking of any setting out or of any line or levels by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines, levels, benchmarks, site-rails pegs, slope-stakes, batten-boards, stakes for location, and other things used in setting out the works.

Work to be executed in accordance with the specifications, drawings, orders, etc.

Clause 10: The contractor shall execute whole and every part of the works in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and/or drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall, if so required, be entitled at his own expenses to make or cause to be made copies of specifications, and all such designs, drawings and instructions as aforesaid.

Action where no specifications are provided

Clause 11: In the case of any class of work for which there is no such specification as is mentioned in Para 2 of the General Directions for the Guidance of the Tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications attached with the tender. If, however, there is no standard specification or specifications attached with the tender, the work shall be carried

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out, in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Works to be under directions of Consultants

Clause 12: All works to be executed under the contract shall be executed under the directions and subject to the approval, in all respects, of the Engineer-in-charge who shall be entitled to direct what point or points and in what manner they are to be commenced and from time to time carried on.

Lighting at night work

Clause 13: (1) In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer-in-charge.

Watching and lighting

(2) The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watchmen, when and where necessary or required by the Engineer-in-charge, for the protection of the work or for the safety and convenience of the public or others.

Arrangements to safeguard danger to unfinished work.

Clause 14: The contractor is expected to make himself acquainted with the weather conditions, etc; and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the Contractor for a loss caused by any such eventuality will not be entertained by the Engineer-in-charge.

Contractor to supply plant, ladders scaffoldings etc.

Clause 15: The contractor shall supply at his own cost all materials (except such materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge on any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his Security deposit.

Contractor liable to pay damages arising from non-provision of lights & fencing etc.

The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injuries sustained-by him owing to neglect in taking the above

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precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such persons.

Notice to be given before the work is covered up.

Clause 16: The contractor shall give not less than five days notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach-of measurement any work without the consent in writing of the Engineer-in-charge. If any work is to be covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor's employees.

Clause 17: (1) the contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under, the contract:

- (a) only such engineer and technical assistants as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work, they are required to supervise; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

Removal of contractor's employees.

(2) (i) The Engineer-in-charge shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable, and the contractor shall comply with the request forthwith.

(ii) No such agent, workman, foreman or other employee after his removal from the work by instruction of the Engineer-in-charge shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the Engineer-in-charge.

Whole time qualified technical personnel for supervision of work.

Clause 18: (a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the Engineer-in-charge for the supervision of the work at the scale given below:

On contracts valuing:

- (i) Up to Rs. 7.5 million : One diploma Engineer

Contractor

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One Junior Graduate Engineer

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the Engineer-in-charge shall, after giving the contractor 15 days notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

Opportunities
for other
contractors.

Clause 19: The contractor shall in accordance with the requirements of the Engineer-in-charge afford all reasonable opportunities for carrying out the work by any other contractor(s) / specialist contractor(s) executing a part of the original work or ancillary to the work, employees/workmen of such contractor(s) or those of the Engineer-in-charge, who may be employed in execution of, or near the site of work not included in the contract. If, however, the contractor provides any material services/assistance or facilities to any such contractor or to the Engineer-in-charge on the written request of the Engineer-in-charge, he shall be paid a reasonable sum as determined by the Engineer-in-charge or paid according to provision in bid schedule if already made therein.

Damage to
persons and
property

Clause 20 (1): The contractor shall indemnify and keep indemnified the Engineer-in-charge against all losses and claims for injuries or damage caused to any person or any property whatsoever, (other than surface or other damage to land or crops being on the site suffered by tenants or occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of, or to indemnify the Engineer-in-charge against any compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid,
- b) The right of the Engineer-in-charge to construct the works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the Engineer-in-charge, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation thereto. Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the area defined in the

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specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

Indemnity by Employer. (2) The Engineer-in-charge will indemnify the contractor for and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) or this clause.

Note: the limit of Engineer-in-charge, for the application of this sub-clause shall be for contract exceeding Rs. 5 million.

Work to be open to inspection. **Clause 21:** All works under or in the course of execution or executed in pursuance of the contract, shall at all time be open to inspection and supervision of the Engineer-in-charge or his subordinate and the contractor shall at all times during the usual working hour, and at all other times for which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have an agent, duly accredited in writing, present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Contractor or his responsible agent to be present.

Giving of notices and payment of fees.

Clause 22: (1) The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws or any regulation or bye-laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works.

Compliance with statutes regulations etc.

(2) The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or byelaws of any local or other duly contributed authority, which may be applicable to the works, or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Engineer-in-charge indemnified against all penalties and liabilities of every kind of breach of any such statutes, ordinance or law, regulation byelaws.

Payment of Income Tax and other taxes.

(3) The contractor shall be responsible for the payment of all income tax, super tax and other government or local taxes arising out of the contract, which shall not be reimbursed to him by the Engineer-in-charge and that rates and prices stated in the bid schedule shall be deemed to cover all such taxes.

Cost of Bonds

Clause 23: The cost of various bonds to be entered into and executed between the contractor and the Engineer-in-charge shall be, in all respects, at the expense of the contractor.

Change in the constitution of firm

Clause 24: In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the Engineer-in-charge for information purposes.

Photographs and advertisements

Clause 25: Photographs of the works shall be taken by permission of the Engineer-in-charge. Only signs or other advertisement approved by the Engineer-

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in-charge may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the Engineer-in-charge, which shall not be unreasonably withheld.

ASSIGNMENT AND SUB-LETTING

Assignment **Clause 26:** The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Engineer-in-charge.

Subletting **Clause 27:** The contractor shall not sublet the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the Engineer-in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor, his agent, servants or workmen, provided always that the provision of labour on piece-work basis shall not be deemed to be a subletting under this clause.

MATERIALS AND WORKMANSHIP

Quality of materials and workmanship and tests. **Clause 28:** (1) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be select and required by the Engineer-in-charge.

Cost of samples (2) All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bid schedule but if not then at the cost of the Engineer-in-charge.

Cost of tests (3) The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bid schedule and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bid schedule in sufficient detail to enable the contractor to price or allow for the same in his tender.

Cost of tests not provided for. (4) If any test is ordered by the Engineer-in-charge which is either:
(a) Not so intended by or provided for; or
(b) (In the cases above mentioned) is not so particularized; or

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(c) Though so intended or provided for is ordered by the Engineer-in-charge to be carried out by an independent - person at any place other than the site or the place of manufacture of fabrication of the materials tested then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the Engineer-in-charge but otherwise by the Engineer-in-charge.

Constructional material fittings, etc. to conform to representative samples approved by the Consultants

Clause 29: Before any constructional material, fittings is brought to the site of work, the contractor shall submit to the Engineer-in-charge representative samples of the material fittings, etc., he proposes to use. The samples after approval will be retained by the Engineer-in-charge in his custody and the contractor shall be responsible for ensuring that materials said fittings, etc. conforming to such samples are used throughout the contract, failing which the material, fittings, etc., will not be accepted and shall be removed forthwith from the site of work if so desired by the Engineer-in-charge.,

Stores and equipment to be supplied by Employer

Clause 30:-Not Used.

Action and compensation payable in case of bad work

Clause 31: If it shall appear to the Engineer-in-charge that any work has been executed with unsound, imperfect, or unskillful workmanship or that any materials or

articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide material as originally contracted or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the Engineer-in-charge may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be-by his other arrangement of workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the amount actually incurred on such works plus ten (10) percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due upon the Government to the contractor. Measures of rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

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LABOUR

Application of labour laws and rules

Clause 32: The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed thereunder, in force from time to time.

Contractor liable for payment of compensation to injured workmen or in case of death to his relations

Clause 33: (1) In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workman's Compensation Act 1923, Engineer-in-charge is obliged to pay compensation to a workman employed by the contractor in execution of the works, Engineer-in-charge will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Engineer-in-charge under Section 12, sub-section (2) of the said Act. Engineer-in-charge shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by Government to the contractor, whether under the contract or otherwise.

(2) Engineer-in-charge shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the Engineer-in-charge full security for all costs for which Engineer-in-charge might become liable in consequence of contesting such claims.

Use of donkeys and other animals.

Clause 34:(i) Not Used.

COMMENCEMENT, TIME AND DELAYS

Commencement of work.

Clause 35: The contractor shall commence the works on the site within the period named in the memorandum, after the receipt by him of an order in writing to this effect from the Engineer-in-charge and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the Engineer-in-charge or be wholly beyond the contractor's control.

Time for completion.

Clause 36: Subject to any requirements in the specification as to the completion of any portion of the works before completion of the entire works which shall be completed within the time stated in the memorandum or such extended time as may be allowed under Clause 37 hereof.

Extension of time for completion.

Clause 37: If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by the Engineer-in-charge, or on the ground of his having been unavoidably hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from

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whether by the Engineer-in-charge or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the Engineer-in-charge within thirty days of the date of such circumstances, the full and detailed particulars of his claim on account of which he desires an extension as aforesaid. The Engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds shown thereof by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.

No work at night
or on Sundays/
Public Holidays.

Clause 38: Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Engineer-in-charge save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer-in-charge, provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

Compensation
for delay.

Clause 39: (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract be proceeded, with all due diligence in accordance with the programme of work, as approved by the Engineer-in-charge from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to, one percent of the amount of contract, subject to a maximum of 10%, or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item (b) of the memorandum of work Annexed hereto for every day that the work remains un-commenced or unfinished after the proper date.

Rate of
progress

(b) In order to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which time allowed for any work exceeds thirty days, to complete each part of the work or its component, as per programme of work or any revision or amendment to it approved by the Engineer-in-charge. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the Engineer-in-charge, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide all the estimated cost of the work as named in the item (b) of the memorandum hereto annexed for every day that the due quantity of work remains incomplete, provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost stated in item (b) of the memorandum of work annexed hereto.

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Compensation
for inadequate
funding

(c) If the funds required for completion of contract are not provided within two years of the stipulated date of the completion, contractor may ask for finalization of his contract. All recoveries due from contractor (Mobilization, secured advance, machinery, hire changes etc.) Will be made before finalization of contract.

CERTIFICATE OF COMPLETION

Certification of
completion of
works.

Clause 40: Without prejudice to the right of the Engineer-in-charge under any such clause (s) herein contained, as soon as in the opinion of the Engineer-in-charge, the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer-in-charge will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the Engineer-in-charge may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from date of such certificate, provided also that a certificate of completion, given in accordance with the foregoing provision of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless such certificate shall expressly so state. Provided further that no such certificate shall be given nor shall the works or any of its parts be considered to be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction material of all kinds, and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures, water supply, sewerage or drainage works, sanitary installations, gas and electric fittings, in, upon or about which the works are to be executed, or which he may have had possession for the purpose of the execution thereof, not until the works shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus material of all kinds and rubbish as aforesaid and cleaning of dirt oil or before the date fixed for the completion of the works, the Engineer-in-charge, may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds and rubbish and dispose of the same as he thinks fit, and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

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ALTERATIONS, ADDITIONS AND OMISSIONS

Alterations in specifications and drawings

Clause 41: The Engineer-in-charge shall have the power to make any alteration in, omission, from, addition to, or substitution for, the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered additional or substituted work which the contractor may be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the Tender (bid schedule for the main work). The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

Alterations, omissions or substitutions do not invalidate the contract.

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work shall be carried out at the rates entered in the MRS Composite Rates which was in force at the time of such occurrence of alteration with 4-1/2% premium over it or in case of non-availability of these rates in the MRS Composite Rates then such items shall be priced on the basis of MRS Input Rates thereby allowing 25% factor over and above the rate as Contractor's overhead, profit and income tax.

Rate of works not in schedule of rates, Bid Schedule or in the estimates

If such altered, additional or substituted item (s) of work is not entered in the said schedule of rates or the bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the Engineer-in-charge of the rate, which he intends to charge for such items of work, and if the Engineer-in-charge does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the Engineer-in-charge of the proposed rate, the Engineer-in-charge shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall, do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which Engineer-in-charge will not be bound to entertain any claim on this account. The Interpretation of the Engineer-in-charge in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

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No compensation for alteration in or restriction of work to be carried out if variation does not exceed 20%

Clause 42: If at any time after the commencement of the Work, the Engineer-in-charge shall for any reason whatsoever, not require the whole works thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease the quantity of work included in the contract or omit any such work, or change the levels, lines, position and dimensions of any part of the works or require the contractor to execute additional work of any kind necessary for the completion of the work, the Engineer-in-charge shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than these arising out by reasons of price variation under Clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of his tender.

Variation exceeding 20%

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increases, decreases, omissions or adjustments (other than those arising out of price variation under clause 55 hereof), as a result of the requirement of the Engineer-in-charge, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Engineer-in-charge and the contractor. In the event of disagreement, the Engineer-in-charge shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and overheads.

MAINTENANCE AND DEFECTS

Period of maintenance.

Clause 43: (1) The period of maintenance mentioned in item (i) of the Memorandum hereto annexed shall be calculated from the date of completion of the works certified by the Engineer-in-charge in accordance with Clause 40 hereof or in the event of more than one certificates having been issued by the Engineer-in-charge under the said clause from the respective dates so certified, and in relation to the period of maintenance the expression the work shall be construed accordingly.

Execution of works of repair, etc.

(2) The works shall at, or as soon as practicable, after expiration of the period of Maintenance be delivered to the Engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-charge as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage

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or other faults as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer-in-charge prior to its expiration.

Cost of execution of works of repair, etc.

(3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the Engineer-in-charge be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer-in-charge such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.

Remedy on contractor's failure to carry out work required

(4) If the contractor shall fail to do any such work as aforesaid, required by the Engineer-in-charge, the Engineer-in-charge shall carry out such work by his own workmen or by other contractor(s) and as if such work is a work which the contractor should have carried out at the contractor's own cost and thereof shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred on such works by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties) and may deduct the same from any moneys due or that may become due to the contractor.

Contractor liable to make good damages and for any imperfection noticed during period of maintenance

Clause 44: If the contractor or his work people, or servant shall break deface, injure or destroy any part of a building in which they may be working or any building, road, road work, road structure, water supply, sewerage, and drainage works, sanitary fittings and electric installations, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in Item No. (i) of the memorandum hereto annexed after a certificate, final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge as aforesaid, may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may than, or at any time thereafter may become due to the contractor, or from his security deposit.

ADVANCES TO CONTRACTORS

Secured advance on material brought to site.

Clause 45: Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the Engineer-in-charge shall assess the value of such materials and the contractor may be paid an advance up to an amount not exceeding seventy five percent (the decision of the Engineer-in-charge as to this percentage, shall be

Contractor

Engineer -in-charge

final) of the value of the materials assessed by the Engineer-in-charge. The materials shall remain the property of the Engineer-in-charge and the contractor shall not remove it from the Site without the written permission of the Engineer-in-charge.

The contractor shall be responsible for any loss to the materials due to the contractor's postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work

Clause 45-(A): Where tendered amount as mentioned in the letter of acceptance exceeds rupees ten million, the Engineer-in-charge may, on the request of the contractor, sanction a mobilization advance upto fifteen percent of the said tendered amount in the manner and subject to the following conditions:-

- i. initially, a sum equal to ten (10) percent of the tendered amount and thereafter a further sum equal to five (05) percent of the tendered amount may be sanctioned on the furnishing of a certificate by the Engineer-in-charge of the work to the effect that mobilization by the contractor is complete in all respect necessary for the due commencement of work.
- ii. the contractor shall furnish a guarantee in the shape of Form of Bank Guarantee in favor of the Engineer-in-charge from any bank declared to be a Scheduled Bank by the State Bank of Pakistan;
- iii. the authority accepting the tender shall personally verify the bank guarantee;
- iv. no interest shall be charged on a mobilization advance;
- v. the recovery of mobilization advance shall commence after lapse of 20% contract period or after the execution of the 20% of the work (financial terms) whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim payment certificate (running bill); and
- vi. in case the contractor fails to execute the work in accordance with the terms of contract, the security offered in respect of the mobilization advance shall be forfeited to the credit of the Engineer-in-charge.

PAYMENTS

Bills to be on prescribed form

Clause 46: The contractor shall submit all bills on the form prescribed by the Engineer-in-charge to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of

Contractor

Engineer -In-charge

the conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such works.

Bills to be submitted monthly

Clause 47: The contractor shall submit each month on or before the date fixed by the Engineer-in-charge a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item (e) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may undertake to measure the work in the presence of the contractor or otherwise and the Engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

Payment of items with imbalances Rate

Clause 47-A: If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the Engineer's Estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of items whose rates are higher shall be made at the rates depicted in Engineer's Estimate, on the execution of such items, the balance payment shall be withheld by the Engineer-in-charge till the completion of the work of items for which low rates have been quoted.

Deduction of security deposit

Clause 48: At the time of making any payment to the contractor for the work done under this contract, the Engineer-in-charge shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in Item (d) of the memorandum of work annexed hereto. The Earnest Money of the contractor on execution of the contract, will, however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations or other sums of money payable by the contractor to the Engineer-in-charge under the terms of this contract may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by the Government on any account whatsoever, and in the event of his security deposit being reduced by such deductions; the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit/or may be made good through additional deductions from his bill or dues.

Conversion of security deposit into profit bearing securities

Clause 49: If the contractor so desires and makes a written request to the Engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing securities at the cost of the contractor, the amount of security deposit retained from the bills of the contractor shall be deposited in any of the following Banks:

Contractor

Engineer-in-charge

- (1) National Bank of Pakistan Ltd.
- (2) Habib Bank Ltd.
- (3) United Bank Ltd.
- (4) Muslim Commercial Bank Ltd.
- (5) Allied Bank of Pakistan Ltd.
- (6) The Bank of Punjab.

and pledged in the name of the Engineer-in-charge.

Refund of security deposit. **Clause 50:** (a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of twelve (12) months after the issue of the certificate of completion of the work under clause 40 hereof by the Engineer-in-charge provided that in case the contractor is required by the Engineer-in-charge to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clause 43 and 44 hereof to the satisfaction of the Engineer-in-charge.

Refund of security deposit on production of a bank guarantee. (b) Should the Contractor so apply in writing to the Engineer-in-charge, the amount of security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the Engineer-in-charge under Clause 40, subject to the production of bank guarantee from a scheduled bank in Pakistan to the satisfaction of and in the form suitable to the Engineer-in-charge, for the same amount covering the balance period of maintenance to the effect that the contractor shall fulfill his obligations under Clause 43 and 44 of the contract.

Refund of security deposit of maintenance and repair work. (c) Subject to the conditions stipulated in Sub-Clause (a) of this Clause, in the case of Contracts for maintenance and repair works, the security deposits would be refunded to the Contractor after the expiry of three (3) months of the issue of certificate of completion of work by the Engineer-in-charge.

Payment on intermediate certificate to be regarded as advances. **Clause 51:** The contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, subject to the condition laid down in item(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance again the final payment only, and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim; nor shall it conclude, determine, or affect in any way the power of Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Contractor

Engineer -in-charge

Final bill to be submitted within one month.

Clause 52: The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Consultant's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Procedure for payment to firms

Clause 53: The Engineer-in-charge may refuse or suspend payment on account of a work when executed by a firm, or by contract described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

Sums payable by way of compensation to be considered as reasonable compensation without reference to

Clause 54: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Engineer-in-charge, without reference to the actual loss or damage Sustained and whether or not any damage shall have been sustained.

VARIATION IN PRICES OF SPECIFIED MATERIALS

Price variation

Clause 55: (1) Where any variation (increase or decrease) (to the extent of 5% or more, in the price of any of the items mentioned in Sub-Clause (2) below takes place after the acceptance of tender and before the completion of contract, the amount payable under the contract shall be adjustable to the extent of the actual variation in the cost of the item concerned.

(2) No price variation under this clause shall be admissible except in respect of the following items:

- (i) Cement
- (ii) Steel
 - (a) M.S. bars (plain and deformed).
 - (b) M.S. Sections.
 - (c) High Tensile Steel Wire.
 - (d) MS. & GI. Pipes.
- (iii) Asbestos cement pipes
- (iv) P.V.C. pipes
- (v) R.C.c. / P.c.c. pipes
- (vi) Bitumen
- (vii) High Speed Diesel
- (viii) Bricks
 - a) Brick
 - b) Tiles
 - c) Gutka
- (ix) Stone Aggregate
 - a) Stone Metal for Sub Base
 - b) Stone Metal for Base Course
 - c) Crushed Bajri
- (x) Labour

Contractor

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(3) The base price for the purposes of determining price variation shall be the price prevalent in the month during which the last day of the submission of tender falls.

(4) The price variation under this clause shall be worked out on the basis of the price of the particular item prevalent in a particular district on the 1st day of each month as per price list of such manufacturers or suppliers at such places as are notified by the Finance Department Government of the Punjab from time to time. The prices of the manufacturers or suppliers at the place(s) so notified shall be applicable to the particular district or the entire Punjab (where district-wise list of manufacturers or suppliers has not been notified)

(5) If no Notification in respect of any of the item mentioned in sub-clause (2) is issued under sub-clause (4), no price variation shall be admissible in respect of that item during that month.

(6) The amount payable or deductible in respect of Items No. (i) to (x) of sub-clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.

(7) The amount payable or deductible in respect of Item No. (v) of Sub-Clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.

(8) No escalation shall be allowed to the contractor in respect of the period extended for the completion of the work due to his own fault.

(9) If under the existing codal rules, secured advance is paid on all or any of the imperishable items mentioned at (ii) to (vi) & (viii) to (ix) in sub-clause (2) above, no price variation shall be admissible on such Item(s) in respect of the quantity or quantities for which secured advance has been paid to the contractor.

(10) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basic price of high speed diesel using the following formula

Increase or decrease = $a \times \text{VOW} \times (\text{CPD} - \text{BPD}) / \text{BPD}$ in contract price. Where

VOW = the value of the work, including the value of any additional items for which payment has been certified by the Engineer-in-charge executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and price-entered in the payment certificate (measurement book).

CPD = Current price of high speed diesel, and

BPD = Basic price of high speed diesel.

Factor a = 0.15 for Highway / Road works &
a = 0.07 for Building works.

Contractor

Engineer -in-charge

(11) the increase or decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula:

Increase or decrease = $p \times VOW \times (CLR-BLR)/BLR$ in the contract price. Where

VOW = the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the payment certificate (measurement book).

CLR Current labour rates for unskilled workers (as published by Bureau of Statistics, Govt. of Pakistan)

BLR Basic labour rates for unskilled workers as on the date of receipt of tenders (as published by Bureau of Statistics, Govt. of Pakistan)

Factor $p = 0.15$ both for Building & Road works

CLAIMS OF CONTRACTOR

Bills to be submitted monthly

Clause 56: The contractor, shall deliver in the office of the Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the Engineer-in-charge may from time to time prescribe showing details of any rate, amount, and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled up to the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to Clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the Engineer-in-charge under or in respect of, or in any manner arising out of the execution of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

Claims for payment of Extra-ordinary nature

Clause 57: No claim for payment of extra-ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the Engineer-in-charge, or claim for compensation where the work has been temporarily brought to a standstill through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the Government.

Time limit for unforeseen claims.

Clause 58: Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Claims for compensation for delay in the execution of work.

Clause 59: No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates

Contractor

Engineer -in-charge

inclusive for hard or rocky soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for extra-rate shall be entertained, unless expressly verified by Engineer-in-charge and confirmed by Engineer-in-charge.

REMEDIES AND POWERS

Action when whole of security deposit is forfeited.

Clause 60: In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the security deposit or in the opinion of the Engineer-in-charge has abandoned the contract, or is not executing the works in accordance with the contract or is presently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the Government in defiance to the provisions of Clause 32 thereof, the Engineer-in-charge on behalf of the Authority may, after giving fourteen days notice in writing to the contractor, rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Engineer-in-charge and in case, the contract shall be rescinded under the provisions aforesaid)-

- (i) The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.
- (ii) The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this contract, unless and until the Engineer-in-charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the Engineer-in-charge to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the Engineer-in-charge the amount of such excess shall be deemed a debt due by the contractor to the Engineer-in-charge and shall be recovered accordingly.

Work at the risk and expense of the contractor.

Clause 61: In every case in which the contract should be rescinded under Clause 60 hereof and in the opinion of the Engineer-in-charge such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the Engineer-in-charge by the contract, the Engineer-in-charge on behalf of the Engineer-in-charge after giving fourteen days notice in writing to the contractor shall have powers to adopt any of the following courses as may in the opinion of the Engineer-in-charge be desirable:

- (a) To measure up the work of the contractor and to take, such part thereof, a, shall be executed out of his hands and to give it to another contractor co

Contractor

Engineer -In-charge

complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, had the whole of the work been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final, and conclusive) shall be borne and paid by the original contractor, and may be deducted from any money due to him by the Government, under the contract or otherwise, or from his security deposit or from the value of the performance security given by the contractor under Clause 7 hereof.

- (b) To employ labour paid by the Engineer-in-charge and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and Plants of the amount of which cost and price a certificate of the Engineer-in-charge shall be final and conclusive against the contractor and crediting him with the value of work done, in all respect, in the same manner and at the same time and rates, as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.

In the event of any of the above courses mentioned in this clause being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, or with a view to, the execution of the works or the performance of the contract.

Clause 62: In any case in which any of the powers, conferred upon the Engineer-in-charge by Clause 60 or by Para (a) of Clause 61 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Engineer-in-charge putting in force either of the power vested to him under Clause 60 or Para (a), of the preceding clause, he may, if he so desires, take possession of all or any tools, constructional plants, materials and stores, in or upon the works, or the site thereof, or belonging to the contractor, or procured by him and intended, to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate shall be final; otherwise the Engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, construction plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk

Contractor remains liable to pay compensation if action is not taken under clauses

Power to take possession or require removal of or sell contractor's plant, etc.

Contractor

Engineer -in-charge

in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

Contract maybe rescinded and security deposit forfeited for Sub-letting.

Clause 63: If the contractor shall, in defiance of the Engineer-in-charge instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceeding or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan pre-requisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or his servants or agents to any public officer or person in the employment of *Government* in any way relating to his office, or employment; or if any such officer or person shall become in any way directly or indirectly interested in the contract; the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Engineer-in-charge and the same consequence shall ensue as if the contract had been rescinded under Clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

Deduction of amount due to Government on any account whatsoever to be permissible from any sums payable to the contractor.

Clause 64: Any excess payment made to the contractor inadvertently or otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the *Government* by the contractor in respect of this contract, or any other contract or work order, or on any account whatsoever, may be deducted from any sum whatsoever payable by *Government* to the contractor, either in respect of this contract of any work order or contract, or on any other account by any other department of the *Government*, or recovered from the contractor as arrears of land revenue.

SETTLEMENT OF DISPUTES

Procedure in disagreement

Clause 65: In the event of any disagreement between the Engineer-in-charge and the contractor arising out of the contract, the matter shall first be referred to the Engineer-in-charge for decision who shall, after making such enquiries, as it may deem fit, give its decision in writing not later than three months after the references is made. The period for decision of the case by the Engineer-in-charge may, however, be extended by the Authority under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Engineer-in-charge and shall proceed with due diligence, whether arbitration is intended or not.

Contractor dissatisfied with the decision of the Employer

If the contractor be dissatisfied with the decision of the Engineer-in-charge or if the decision is not forthcoming within, the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the Authority within a period of twenty eight days of the receipt of the decision or in case no decision is given, at the end of the period or periods within which the Engineer-in-charge was to give decision. The said notice shall contain the cause of action, material facts of the

Contractor

Engineer -in-charge

case and relief sought, failing which the decision of the Engineer-in-charge shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Engineer-in-charge.

Increase in amount of claim once preferred not allowed

The subsequent inflation increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Reference to arbitration.

A reference to arbitration shall be made by the contractor in writing not later than three months after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

Disputes for arbitration limited.

(a) Disputes, which may be referred to arbitration, shall be limited to: -

- (i) Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract; *orland*
- (ii) The meanings of the operation of any part of the contract; *orland*
- (iii) The rights, duties and liabilities of other party to the contract; and
- (iv) Whether the contract should be terminated or has been rightly terminated and as regards the rights; and obligations of the parties as a result of such termination:

Provided that those matters for which provision, has been made in the contract for final and binding decision by the Engineer-in-charge or the Engineer-in-charge shall be excluded from arbitration.

Arbitration

(b) The venue of arbitration shall be in (Multan) Punjab.

(c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the Project Director, the decision of the sole arbitrator in such case shall be final and binding on the parties concerned.

(c) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed, one to be nominated by the Commissioner of the Division concerned and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall then be referred to the award of an umpire who shall be an officer of the Department not below the rank of Engineer-in-charge to be appointed by the Authority. The decision of the two arbitrators umpire as the case may be, shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

Contractor

Engineer -in-charge

- (a) The said tender and covering letter and subsequent undertaking, if any;
 - (b) Addenda's (if any)
 - (c) The Letter of Acceptance
 - (d) The Conditions of Contract
 - (e) Special Provisions
 - (f) The Specifications;
 - (g) The drawings;
 - (h) The bid schedule/ bill of quantities;
- (v) All disputes or differences between the prices in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the Conditions of Contract.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and the year hereinbefore set forth

Signed by
(Contractor)

Signed by
Engineer-in-charge

For and on behalf of

WITNESSES

1.

2

Contractor

Engineer -in-charge

BANK GUARANTEE"

(See Clause 7)

Penal sum of bond
 (Express in words and figures)
 Know'all men by these presents that Mr./Messer. Whose official
 address is
 (Name of contractor)

as Principal(s) (hereinafter referred to as Principal) and the Bank of Punjab or Scheduled Banks(s) of Pakistan (hereinafter appearing in the Schedule of sureties, as sureties (hereinafter some times called the surety at the request of the Principal are held and firmly bound to THE WOMEN UNIVERSITY MULTAN (hereinafter called the Authority) represented by its ENGINEER-IN-CHARGE or his successor-or assigns a body organized and existing under and by virtue of laws of the Government of the Punjab, in the penal sum of the amount stated above lawful money for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally 'firmly by these presents:

PROVIDED THAT we, the sureties, bound ourselves is such sum jointly severally' as well as, 'severally' only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes, each surety bonds, itself, jointly and severally with the Principal for the payment of such sum only as set forth opposite its name in the following Schedule.

SCHEDULE OF SURETIES

| | |
|----------------------------------|--------------------|
| Name of Bank, Branch and Address | Limit of Liability |
|----------------------------------|--------------------|

The conditions of the above obligation are such that:

WHEREAS the tender of the above bounden Principal has been accepted and he has entered into a contract with the said Engineer-in-charge for the work:

(Name of work)

on the day of 20

Contractor

Engineer -in-charge

AND WHEREAS under the terms of the contract the aforesaid Engineer-in-charge has required the Principal to furnish a performance guarantee to form part of the contract.

NOW, THEREFORE, it is agreed as follows: -

- (1) If the above bounden Principal *shall* well-truly and faithfully perform the contract and comply with the fulfill and the under-takings, terms and provisions thereof and satisfy all the obligations of the said Principal arising there under and comply with all covenants therein contained and contained in the Specifications, plan and other instruments constituting a part of the contract, required to be performed by the said Principal, in the manner and within the time provided in the contract or any extension thereof that may be granted by the Engineer-in-charge with or without notice to the surety(s) and shall fully Indemnify and the Authority for all cost and damages which the Authority may suffer by reasons of failure so to do, and shall fully reimburse and repay the said Engineer-in-charge all out lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution of defense of any action arising out of or in connection with any such default, and shall pay all persons who have contracts directly with the principle for labour and materials; if any, in connection with the work performed under the contract or any addition in or alternation thereto, or if the contract has not otherwise been rescinded by the said Authority under the Provisions of Clause 60 of General Conditions of contract, then this obligations shall be null and void and of no effect and virtue.
- (2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the above said Authority or the Engineer-in-charge extension in time, alteration in or addition to the terms of the contract between the said Authority and the contractor or to the extent and nature of the work be construed, completed and maintained there under, or the specifications accompanying the same shall in any way affect its obligations, to this guarantee and it does hereby waive notice of any change, extension in time, alteration, or addition to the terms of the contract, or to the specifications.
- (3) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promise to pay the whole or any part of this amount on demand to the said Engineer-in-charge without question and without reference to the Principal: Provided that the notice of demand shall be given by the aforesaid Chief Engineer, in writing to the surety.

IN WITNESS WHEREOF, the above named principal and the surety have executed this instrument under its seal on this day of. , the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its governing body.

Contractor

Engineer -in-charge

Principal (contractor)

Address

Sureties 1

Bank of Pakistan Ltd. or

Bank of Punjab

Branch

Seal

Signed, Sealed and delivered by the said Principal and sureties in the presence of:

Witnesses

1.

Name

Address

2.

Name

Address

Contractor

Engineer -in-charge

BANK GUARANTEE

[See Clause 50(b)]

WHEREAS, a contract for the

(Name of work)

(Hereinafter called the work) has been awarded by THE VICE CHANCELLOR WOMEN UNIVERSITY MULTAN (hereinafter called the Authority) represented by its ENGINEER-IN-CHARGE to Mr. IMesser.

(Name of contractor)

(Hereinafter called the contractor).

AND WHEREAS, the contractor has constructed the said work and completed the contract; or part thereof for which a certificate of completion has been given by the Engineer-in-charge

AND WHEREAS, clause 50(b) of the general conditions of contract provides that the amount of security deposit retained by the said in the above work or such portion of the security of the security deposit as the Engineer-in-charge shall determine with respect to a part of the work, having regard to relative value of such part of the work can be released to the contractor, provided the contractor produces a bank guarantee from the Bank of Punjab/Scheduled Bank of Pakistan of an amount equal to the amount of his security deposit as aforesaid, to the effect that the contractor shall repair and replace in all or any of the work mentioned in the contract within the balance period of maintenance after a certificate, final or otherwise of its completion has been given by the Engineer-in-charge.

AND WHEREAS, the certificate of completion of the work or part of the work has been given by the Engineer-in-charge on _____ day of _____ 20 _____ day of such damages and imperfections up to the

NOW, THEREFORE, by this guarantee we M/s. _____

Bank of Pakistan

Ltd. _____ Branch _____ (Hereinafter called the guarantor) do hereby hold and bound ourselves, our successors and assigns, jointly and severally to the aforesaid Engineer-in-charge of in a sum of Rs. _____ (Rupees) _____ in the manner hereinafter provided in the Guarantee.

The condition of this Guarantee is such that the contractor shall repair and replace at his own expense all the damages and imperfections which become apparent in aU or any of the works mentioned in the contract within the period mentioned in item (l) of the memorandum annexed with the contract, after a certificate, final or otherwise of its completion, beginning from the _____ day of _____ 20 _____ has been given by the Engineer-in-charge in his satisfaction, his successors in Office, or assigns, except as a result of the consequences of war hostilities, whether direct or indirect (whether war be declared or not) invasion, act of foreign enemy, rebellion, revolution, insurrection, military or usurped power, civil war, or riots (otherwise than among the contractor's own employees) commotion or

Contractor

Engineer -In-charge

disorder, failing which the guarantor binds himself guarantee his successor or assigns, on demand and without question and without reference to the contractor, a sum hereinbefore mentioned above.

Provided that the notice of demand of the said sum of Rs. _____ (Rupees _____) shall be given to the guarantor) in writing by the Engineer-in-charge or his successor in office or assigns.

Provided further that this guarantee shall be irrevocable and the liability of the guarantor under this guarantee shall in no case exceed the aggregate sum of Rs. _____ (Rupees _____) and shall cease after _____ days of _____ 20 _____

IN WITNESS WHEREOF, we the said guarantor have set out our hands to this deed of guarantee this _____ day of _____ 20 _____ pursuant to the authority of its governing body.

Guarantor _____

Name _____

Branch _____

Signed, sealed and delivered by the said guarantor in the prescribed form.

Witnesses:

1.

2.

Name _____

Name _____

Address, _____

Address, _____

Contractor

Engineer -in-charge

"FORM D.F.R (p.W.) 28-A"
(Referred to in Rule 7.36)

FORM OF GUARANTEE

WHEREAS a contract for work has been awarded by The VICE -CHANCELLOR WOMEN UNIVERSTITY MULTAN (hereinafter called the Authority) represented by its ENGINEER-IN-CHARGE to *M/s.* (hereinafter called the contractor).

AND WHEREAS under the terms of the said contract the Authority has agreed to advance a sum of Rs. _____ to the contractor for execution of the said work. The said amount shall be recovered after lapse of 20% contract period or after the execution of the 20% of the work (financial terms), whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim pay certificate (running bill).

AND WHEREAS the Authority has required the contractor to furnish a bank guarantee from any scheduled bank for securing the payment of the sum advanced thereon:-

It is agreed as follows:-

1. I _____ acting on behalf of _____ (hereinafter called guarantor) hold and firmly bind to the Authority in the sum of Rs. _____ (Rupees _____) payable on the same sum given as mobilization advance to the contractor.
2. The guarantor hereby undertakes to pay the said amount payable to the Authority on demand in case the contractor makes a default in the payment of said amount under the terms and conditions of the contract.
3. The guarantee shall be irrevocable and shall remain in force till the sum advanced payable thereon has been repaid in full by the contractor.
4. The liability of the guarantor shall in no case exceed the aggregate amount of Rs. _____ (Rupees _____) payable thereon for the payment of which the guarantor hereby undertakes to bind itself and promises to pay the whole or any portion of this amount to the Authority without making a reference to the contractor.

IN WITNESS whereof we the said guarantor have set out hands to this deed of guarantee this _____ day of _____ 20__

Guarantor (Scheduled Bank)

Contractor

Engineer -In-charge



Additional Clauses:

Additional/Special provisions/conditions of Contract

a. Consultants fee for Supervision upon Expiry of Stipulated Period (Original)

Upon expiry of stipulated period of construction (Original Date of Completion) of the projects supervised by consultant as resident supervisor, when the works are still incomplete, the Contractor is under obligation to pay Consultants' fee for supervision of construction as under:

- Difference of Fee calculated at prescribed percentage of fee of "A%" of the Bid Price and payment already released by the Employer till the date of expiry of stipulated period of construction (Original Date of Completion); and
- Fee for the extended period (i.e., after Original Date of Completion) will be paid by the Contractor to the Consultants as under:

$$\frac{\text{"A\%" of bid price}}{\text{Total No. of month (Original Completion period)}}$$

Per month till the completion of the Project plus 2-months for close-out activities such as checking as-built drawings, checking of Final Payment Certificate, etc.

The above-mentioned Consultant's fee is mandatory to be paid by the Contractor (through deduction from the available liabilities of the contractor), even if extension has been granted to the Contractor (with penalty or without penalty or project entered or not entered into liquidated damages stage).

*A%= Accepted %age OR Amount for resident supervision as fee to engaged consultant for supervision of Works (1.15% of Bid Price currently agreed for Resident Supervision by Asian Consulting Engineers Lahore for the Works funded by HEC at Mattital Campus till further change).

b. Earnest money/Bid security:

In continuation of clause No. 14, earnest money/bid security will be substituted as per C&W bidding document as 2% instead of 5% of tender price/bid price whichever is more but with bid before opening 2% of tender estimate amount will be applicable in shape of call deposit from any schedule bank of Pakistan and all other clauses regarding earnest money/bid security will remain same. Further, if bid price is more than estimated cost, the balance extra amount will be deposited by the lowest bidder within due course of time.

c. Performance security:

In continuation of clause No. 07 and Directions for guidance of tenderer No. 30 will be substituted as per notification No. RO (Tech) FD 1-2/2010, dated: Sep. 04 2010 performance Security will be 5% of tender amount/bid amount in shape guarantee from any schedule bank of Pakistan or cash or call deposit, for the projects costing more than 50 Million and all other clauses regarding performance security will remain same.

Contractor

Engineer-in-charge

d. **Mobilization advance:**

Clause 45-A will be substituted as Mobilization advance payable maximum upto 15% of tender price/bid price whichever will be lesser will be paid in 02 equal installments and guarantee will be submitted by the contractor initially 15% of tender amount but 50% will be paid as 1st installment upon request within 30 days of letter of award subject to approval of competent authority & remaining 50% will be paid upon request within 42 days of payment of 1st installment and all other clauses regarding mobilization advance will remain same.

e. **Acceptance of tender:**

1. No tender will be accepted beyond the following limits in normal conditions;
 - Original/New Works @ 4.5 % over & above the Technically Sanctioned estimate/estimated amount.
 - Repair/Renovation/Maintenance Works at Par with the Technically Sanctioned estimate/estimated amount.
2. Single tender shall be accepted by next higher authority along-with the justifications such as,
 - i. Rates are reasonable.
 - ii. No useful purpose will be served on retendering.
3. Acceptance will be issued within 60 days after opening of tenders and contractor will be bound to execute works.

f. **Additions/deletions/increase/decrease of items:**

All other clauses will remain same, however, the item, the rate of which is not already agreed at the time of award of contract, will be as follows and these additions/deletions/increase/decrease of these items will have the same binding as letter of award by the engineer in charge subject to 20% as whole enhancement of agreement;

- Schedule items will be paid on same MRS on the bases of which acceptance issued.
- Non schedule (N.S.) / non MRS items will be approved by the competent authority upon submission by the contractor as per procedure laid down by finance department Govt. of the Punjab on the basis of current input rates of the instant month or if input rate of that item is not available then prevailing market rates verified by the concerned sub engineer & assistant engineer will be applicable.

g. **Final/Running payment:**

As per Finance Department notification no. RO (TECH) FD 1-2/83-VI, dated: 29th March 2005 (detailed as per table "comparative statement") given below), the contractor will accept without arguing/arbitration all the running/final payment(s) at the same percentage as at the time of acceptance of tender on comparative statement. The Contractor has no right to claim extra rate, in case of the revised/amended sanctioned estimate due to addition of

Contractor

Engineer-in-charge

some new items or enhancement of scope of work in the existing items and is liable to complete the project in any case as per the example given below;

| Comparative statement | | | | | | | | | | | Remarks |
|--|--|----------------|--------|-------------------|---|------------------------------------|---------------------------------|--------|-------------------|--------|--|
| Description | Original Estimate with rates of estimate and rate of contractor for tender | | | | | As per Completed work (Final Bill) | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| | Qty | Estimated Rate | Amount | Contractor's Rate | Contract Amount | Actual Qty | Executed Revised estimated Rate | Amount | Contractor's Rate | Amount | |
| A | 100 | 10 | 1000 | 9.5 | 950 | 70 | 10 | 700 | 9.5 | 665 | MRS item; contractor rate 5% below |
| B | 100 | 20 | 2000 | 19 | 1900 | 0 | 20 | 0 | 19 | 0 | MRS item |
| C | 100 | 15 | 1500 | 32 | 3200 | 125 | 15 | 1875 | 32 | 4000 | N.S. |
| D | 100 | 30 | 3000 | 17 | 1700 | 0 | 30 | 0 | 17 | 0 | N.S. |
| E | - | | | | | 50 | 50 | 2500 | 47.5 | 2375 | Contractor's rate for New MRS Item on same %age above/below rates of MRS on which estimate is framed |
| F | - | | | | | 150 | 10 | 1500 | 10 | 1500 | Contractor's rate for New N.S. item, prepared as per FD on basis of Input/Market Rates & rates approved by Engineering Authority |
| Total | | | 7500 | | 7750 | | | 6575 | | 8540 | |
| Awarded on %age above/below = (Col5-Col3)x100/Col3 = 3.33% above | | | | | Final Bill Payment to Contractor = 3.33% above Col 8 | | | | | | |

In the above example, the Payment Claim by Contractor is Rs. 8540 (29.89% above revised estimate), but the Final Bill will be paid to Contractor equal to Rs. 6793 (3.33% above revised estimate) and contractor is bound to accept that payment of running as well as final bill in same manner. Further, contractor shall have no right to claim and thus undertakes to forego the excess amount. Therefore, contractor shall have no right of argument/ arbitration to claim the excess amount and nor will be paid in any case. The same procedure will be applied for both above and below %ages.

Note:

Payment of Running Bill will be made within 28 days of receipt of bill subjected that all codal formalities are completed, there is no objection on bill and funds are available with the same %age as that of award of contract as per detail above; while final bill will be out of cage of this limit.

Contractor

Engineer-in-charge

h. Price Variation (escalation and de-escalation):

- Price variation will be paid for the projects (new works only) costing more than Rs. 10 (M); but in case of de-escalation, recovery will be made irrespective of cost of project.
- The procedure mentioned under Clause-55 and its sub-clauses will be applicable.
- For the items on which secure advance will be paid/applied by the contractor, price variation (escalation) will not be claimed/paid but in case of de-escalation recovery will be made.
- Price Variation will be paid as per FD Punjab and C&W Building Punjab Procedure/Rules.

i. Recovery pointed out by Audit/Any other Government line Department:

During the execution or even after completion of work, if Audit/Any Government line department pointed out recovery due to any of the reason, the contractor is bound to pay the recovery and will not argue/comment/object in this regard. The Women University Multan has right to recover the amount from the contractor through the security/liability available with the University/ any other Department or through Land Revenue Act or any other officials means which deems suitable.

j. Facilities to the Engineer /the Engineer Representative (Consultant).

Since, the said facility is already being provided by the contractor (as per agreement made by HEC for Package-II), therefore, the contractor to whom work is awarded costing more than 20 Million will provide full time conveyance/POL/Office cum Residence to the Engineer/the Engineer representative (Consultant) for the projects in which consultants resident supervision is engaged by the University for the contract period (till actual completion of the project/final bill), in case contractor fails to provide any or all such facilities, the contractor will be liable to bear reimbursement cost up to max 0.05% of the agreement cost on monthly basis; the Engineer in charge has the discretionary power.

k. Work Rules of the Women University Multan & PPRA and time to time amendments:

The Contractor shall follow the Work Rules of the Women University, Multan and PPRA since adopted by the University and time to time its amendments. Contractor shall abide by all the decisions (in true spirit) made by the Officers/Engineering Staff/Authorities of the Universities. Contractor shall also abide by all other rules of the Government & Finance Department Government of the Punjab, as and when deemed applicable by the concerned University Authorities.

l. Site Office:

Contractor will construct, maintain and abolish after completion of work his own site office at his own cost comprising of an office for site meeting of the engineer in charge, store, labor room for living of labor, pond for curing of bricks/cubes/cylinders, under roof steel yard etc. Further, electricity and water will be responsibility of the contractor and if the client will provide such facility then contractor will be bound to pay as per University/WAPDA rates.

Contractor

Engineer-in-charge

m. Technical Provision/specifications:

The specifications and technical provisions as given by the Government of the Punjab C&W Department (Buildings & Roads) for the works being carried out under MRS and for Non-MRS, in additions to those specifications, the specifications given by the Engineer Incharge with or without consultation of the Consultant but approved by the Engineering Head of the Women University Multan will be followed same as being followed by the C&W Department Punjab. However, the University Engineering Staff may approve the brands/manufacturer where not specified or may change for the betterment of the work. B&R codes/standards will be followed by the contractor without cavil/argument same as being followed in the C&W Department.

n. Additional Agreements/Undertakings/Affidavits/Declarations:

During/before/after the execution of work, the declarations/requests, undertakings, affidavits, additional agreements given by the contractor time to time will also be the part of agreement if agreed by the Engineer in charge and shall have same binding as original agreement even if such statement given by the contractor on plain paper.

o. Layout

The layout of various facilities / item of works under the scope shall be carried out accurately as per the plans and instructions of Engineer in charge. Before commencement of construction work, the layout shall be checked and certified by Engineer in charge. No separate measurement for payment shall be taken for this item of the work. The cost of the item shall be deemed to be included in other items of the work. Further clearance of site will be responsibility of contractor.

p. Safety Measures and Insurance/Medical Facility & Old Age Benefit to Staff:

Contractor will be bound to follow Government Instructions regarding all types of safety measures under, will provide required facilities including Insurance and medical facility to all of the staff of the Contractor Engaged at site either on regular/timely basis whatsoever. Further will get registered the staff of contractor with the Old Age Benefit Institute as per Act 1976.

q. Approval of Materials

The Contractor shall obtain prior approval of all material before procurement and its carriage to the site of works. The source of following materials is obligatory and no alternative source will be acceptable to this effect: Further, cost for testing of material which may be required will be borne by contractor.

- Reinforcing Steel Bars: The Contractor shall arrange testing of steel bars from an approved Laboratory prior to procurement and will be brought to the site of works when it conforms to the prescribed specifications.
- Bricks: The Contractor shall submit samples from renowned sources for consideration and approval by Engineer in charge.

Contractor

Engineer-in-charge

- Fine Aggregate; the fine aggregate for masonry, mortar, and others will be from approved source; but for concrete from Lawrancepur only. The sample to this effect will be submitted for consideration and approval of Engineer in charge.
- Coarse Aggregate; the coarse aggregate for concrete from Sargodha (black only) and for others will be from approved source. The sample to this effect will be submitted for consideration and approval of Engineer in charge.
- Good earth/clay means kassu/Sweet earth and contractor will be bound to provide kassu/Sweet earth under floors without argument/cavil/arbitration.
- Other all type of items involved in execution will also be approved by Engineer Incharge.

r. Contradiction in estimate / MRS / Tender documents including original and additional/technical/special/general (provisions/clauses).

In case of any contradiction in Estimate technically sanctioned by the competent authority/MRS by Finance Department Govt. of the Punjab on which %age is being quoted by the contractor/Tender documents/Conditions of contract including original and additional/technical/special/general (provisions/clauses) the decision of the Engineer in charge shall be final without argument/cavil by the contractor.

s. Engineering Authorities under the meanings of contract.

Chief Engineer: Will exercise the same powers and procedures as that of Chief Engineer C&W Department Punjab as per Delegation of Powers Rule 2006 and time to time its amendments and will thus be final authority of the Engineering Office the University.

Project Director: Will exercise the same powers and procedures as that of Superintending Engineer (SE), C&W Department Punjab as per Delegation of Powers Rule 2006 and time to time its amendments.

University Engineer: Will exercise the same powers and procedures as that of Executive Engineer (XEN), C&W Punjab as per Delegation of Powers Rule 2006 and time to time its amendments. Also will be Engineer Incharge till further orders by the University Authorities/ Chief Engineer.

Assistant Engineer: Will exercise the same powers and procedures as that of Sub Divisional Officer (SDO), C&W Department Punjab and his Sub-Engineer as that of Sub-Engineer of C&W Department Punjab.

t. Payment of Secure Advance.

Contractor will be eligible to apply for secure advance for the specific items (as per C&W Punjab) on production of indenture form, affidavit as per format approved by the Engineer in charge, required documents and will be paid to contractor after scrutiny/checking subject to approval from the concerned Engineering/ Authorities.

Contractor

Engineer-in-charge

u. Approved sources /Manufacturers/Brands

| Sr. No. | Description | Materials |
|---------|---------------------------------|---|
| 1 | Crushed Stone Aggregate | Approved source |
| 2 | Reinforcement Steel | Model, Ittefaq, AFCO, UAE Steel, Fazal, Razzaq, Prime, Metropolitan but manufactured as per requirements approved by the Engineer in charge. |
| 3 | Sand | Approved source |
| 4 | Bricks | Approved local bricks |
| 5 | Tuff Tiles | Concrete concepts, Tuff tiles private Ltd, Izhar pvt. Ltd., having size & crushing strength as per requirement given by the Engineer in charge. |
| 6 | Pigment | Ultra Chemicals, ABE chemicals, Sika |
| 7 | Hardware Stays & Handles(Brass) | Moosa, Pistol, Alfa, Babar |
| 8 | Anti Termite | FMC, Kenzo, Global, Jaffer Brothers |
| 9 | Construction Chemicals | Ultra Chemicals, ABE chemicals, Sika |
| 10 | Ceramic Tiles | Master, Sonex, Stile |
| 11 | Paints | ICI, Robialic, Nippon, Jotun |
| 12 | Glass | Ghani, Al-Fateh |
| 13 | Aluminium Doors & windows | Chawla, prime, Alco |

| Sr. No. | Description | Manufacturer/Brand |
|---------|--------------------------------------|--|
| 1 | Polyethylene Pipe & Fittings | Dadex, Hi-tech & Beta |
| 2 | G.I. Pipes | III, Jamal & Bashir Pipes |
| 3 | G.I. Pipes (Specials) | Chinese (Imported) |
| 4 | Sluice Valves | Rahman Valves & Seon Valves |
| 5 | Gate Valves | Imported or approved equivalent of Anwar & Faisal |
| 6 | Glass | Imported of Belgium origin |
| 7 | Stainless Steel Sink | Aclax, Super Asia, Master. |
| 8 | Cast Iron Pipe and Fitting, Fixtures | Alpine, CME, Teepu, NPC, SPUN (Soil & Waste), BKM, C.I. Engineering (Rain Water & Vent pipe) |
| 9 | Asbestos Pipe | Dadex (Rain water & Vent Pipe) |
| 10 | uPVC Pipes & Fittings | Dadex, Beta & Popular |
| 11 | RCC Pipes | Shalimar, others manufactured as per ASTM C76/BS |
| 12 | Sanitary Fixtures | ICI-Bosch & Porta |
| 13 | Flushing Tank | Prime, Faisal, Master |
| 14 | Sanitary Fitting | Faisal, Master & Sonex |

Contractor

Engineer-in-charge

Approved Manufacturers/Brand

| Sr. No. | Description | Make | Manufacturer/Supplier |
|---------|--|-------------------------------|---|
| 1 | 11 KV Panel | Pel, Siemens, Areva | PEL Ltd. Lahore, Siemens Lahore, Areva Lahore |
| 2 | LTMPB, SMPB, DB's, PFI Plant, Cable tray, Cable ladder, MS Box | Pel, EPCS, QS, SA, RS, CSG | PEL Ltd. Lahore, Electrical power & Control system, Quality Switchgear Lahore, SA electric Lahore, RS electric Panel Lahore, CSG engineering services |
| 3 | Transformer | Pel, Siemens, Elmetec, Climax | PEL Lahore |
| 4 | ACB, MCCB, RCCB, MICB | Legrand, GE, ABB, Terasaki | Shahid International, Inpro, Shaheen corp Lahore, Jubilee corp Karachi |
| 5 | Current Transformer | Fico, Entes, Frer, Siba | Sheikh Walayat & Sons Karachi, Shahid International Lahore, Rachena Corporation Lahore, Inpro Lahore |
| 6 | Ammeter (Digital) | Entes, Frer, Lumel, Autonics | Shahid International Lahore, Rachena Corporation Lahore, Inpro Lahore, Jubilee Corp Lahore |

Contractor

Engineer-in-charge

| | | | |
|----|---|---|--|
| 7 | Voltmeter (Digital) | Entes, Frer, Lumel, Autonics | Shahid International Lahore, Rachena Corporation Lahore, Inpro Lahore, Jubilee Corp Lahore |
| 8 | Selector Switches (Ammeter & Voltmeter) | Kelmin & Breter, Kraus & Niamer | Sheikh Walayat & Sons Karachi, Jubilee Corp Lahore, Emzed eng Lahore |
| 9 | Indication Lamps | Legrand, Maruyasu, GE | Shahid International Lahore, Inpro Lahore, Jubilee Corp Lahore |
| 10 | Wiring terminal | Legrand, Cabour, GE | Shahid International Lahore, Rachena Corporation Lahore, Inpro Lahore |
| 11 | Low tension cable, Single core & multi core | Pakistan Cables, Newage, Universal Cables, Fast Cables, HM Cables, GM | Pakistan Cables, Newage, Universal Cables, Fast Cables, HM Cables, GM |
| 12 | Wiring Accessories, Switches, Sockets, Data & Voice Sockets | legrand, Clipsal, MK | Shahid International, Electrolite Lahore |
| 13 | PVC Conduit and accessories | Beta, Popular, Polo, GM | Shafi sons Lahore, Popular Lahore, Polo Pipes, GM pipe Lahore |
| 14 | Ceiling fans, bracket fans, exhaust fans | Yunus, Pak Fans, Millat, Asia, Climax, Royal | Yunus, Pak Fans, Millat, Asia, Climax, Royal |
| 15 | Lighting fixtures | Philips, Sunlight, Pierlite, Paklite | Philips, Sunlight, Pierlite, Paklite |

However, concerned Engineering Authorities are fully authorized without cavil/argument by the contractor to change the company/manufacturer/brand by another equivalent company/manufacturer/brand and this change will be same binding as letter of award/acceptance on the contractor.

Contractor

Engineer-in-charge

(For projects costing more than 10 (M))
(To be submitted on Rs. 500 stamp paper)

Integrity Pact Certificate

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

Name of Contractor: _____

(Name of supplier/contractor/consultant) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, Privilege or other obligation or benefit from Project Director Office the Women University, Multan, Syndicate the Women University, Multan/Government of Punjab (GoP) or any other administrative subdivision or agency thereof or any other entity owned or controlled by it (Syndicate of the Women University, Multan/GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, (Name of supplier/ contractor/ consultant) 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 be or agreed 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, sponser or subsidiary, any commission, gratification, bribe, finder's fee or kickback whether described as consultantation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligations or benefit in whatsoever form, from Project Director Office the Women University, Multan, except that which has been expressly declared pursuant hereto.

(Name of Supplier/Contractor/Consultant) 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 Project Director Office the Women University, Multan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of Supplier/Contractor/consultant) 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 right and remedies available to Project Director Office the Women University, Multan under any law. Contract or other instrument, be voidable at the option of Project Director Office the Women University, Multan.

Notwithstanding any right and remedies exercise by Project Director Office the Women University, Multan in this regard, (Name of Supplier/Contractor/Consultant) agrees to indemnify Project Director Office the Women University, Multan for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to Project Director Office the Women University, Multan in an amount equivalent to ten time the sum of any commission, Gratification, bribe, finder's fee or kickback given by (Name of Supplier/ Contractor/Consultant) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privillage or other obligation or benefit. In whatsoever form, from Project Director Office the Women University, Multan.

Name of Buyer:

Name of Seller/Contractor/Consultant:

Signature:

Signature:

[Seal]

[Seal]

Contractor

Engineer-in-charge

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

5300 S. DICKINSON DRIVE

CHICAGO, ILLINOIS 60637

TEL: 773-936-3636

FAX: 773-936-3636

WWW: WWW.PHYSICS.UCHICAGO.EDU

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Substituted with form of performance/additional performance guarantee/security in general conditions.

PERFORMANCE/ADDITIONAL PERFORMANCE GUARANTEE

To,
The Women University Multan.

Bond/NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Date of start to 03 months after actual date of completion or till release of Guarantee by Employer.)

Name of Guarantor: Any schedule Bank of Pakistan by state bank

With Address:

Name of Contractor: M/s.

Address of Contractor:

Name of Employer: The Women University Multan.

Penal Sum of Bond:

Letter of Acceptance No:

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents, time to time agreements/ undertakings and above said Letter of Acceptance (hereinafter called the Documents) and upon the request of the said Principal (Contractor), We the Guarantor above named, are held and firmly bound unto, The Women University Multan (hereinafter called the "Employer"), in the penal sum/amount stated above, for the payment of guarantee sum entirely and truly to be made the said Employer we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE THIS OBLIGATION are such that whereas the Principal (Contractor) has accepted the Employer's above said letter of acceptance and above construction period for the "NAME OF WORK AS PER ACCEPTANCE" (hereinafter called the contract)

Guarantor

Contractor

Engineer-in-charge

Substituted with form of performance/additional performance guarantee/security in general conditions.

CONTD: - PAGE/2

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Date of start to 03 months after actual date of completion or till release of Guarantee by Employer.)

NOW THEREFORE, if the Principal (Contractor) will entirely & truly perform /fulfill all the undertakings, covenants, terms and conditions of the said Documents during the terms of the said Documents and any extension(s) or modifications be made herein after which may be granted by the Employer and in such like situation, notice of such modifications to the Guarantor shall be waived.

The guarantor's total liability of this Guarantee is limited to the extent of sum mentioned above and it is 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 i.e., till the release of Guarantee by Employer and be liable to pay the sum to Employer.

We, Any schedule Bank of Pakistan by State Bank, (The Guarantor) waiving all objections & defenses under the contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without any 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 till release of Guarantee/Bond by Employer that the Principal (Contractor) has refused or failed to perform the obligations under the stipulations of the Contract for which the payment shall be affected by the Guarantor to Employer's designated Bank and Account or if contractor's performance will not satisfactory then Guarantor will be liable to pay the amount stated above to the Employer, The Women University, Multan.

Guarantor

Contractor

Engineer-in-charge

Substituted with form of performance/additional performance guarantee/security in general conditions.

CONTD: - PAGE/3

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Date of start to 03 months after actual date of completion or till release of Guarantee by Employer.)

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 have to pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any arbitration or reference by any manner whatsoever.

This bond will remain in full force with effect from Date of start till release of Guarantee by Employer. Claim if any under this bond must be received by us (guarantor) before its release in written, we will be bound to pay the penal amount max. to within one month of demand letter otherwise Employer (The Women University Multan) is fully authorized to take any legal action against us (Guarantor) to recover the said (guaranteed/aforementioned) amount even through recovery by land Revenue and same will be acceptable to us.

Guarantor

Contractor

Engineer-in-charge

Substituted with form of performance/additional performance guarantee/security in general conditions.

CONTD: - PAGE/4

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Date of start to 03 months after actual date of completion or till release of Guarantee by Employer.)

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name & 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

Name: _____

Title: _____

Seal: _____

WITNESS:

1. Signature: _____

Name: _____

Seal: _____

Designation: _____

Address: _____

2. Signature: _____

Name: _____

Seal: _____

Designation: _____

Address: _____

Contractor

Engineer-in-charge

Substituted with form of mobilization advance guarantee/security in general conditions.

MOBILIZATION ADVANCE GUARANTEE/BOND

To,
The Women University Multan.

BondNO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Issuance date of Mobilization Advance to complete adjustment date of advance or till release of Guarantee by Employer.)

Name of Guarantor: Any schedule Bank of Pakistan by state bank

With Address:

Name of Contractor: M/s.

Address of Contractor:

Name of Employer: The Women University Multan.

Penal Sum of Bond:

Letter of Acceptance No:

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents, time to time agreements/ undertakings and above said Letter of Acceptance (hereinafter called the Documents) and upon the request of the said Principal (Contractor), We the Guarantor above named, are held and firmly bound unto, The Women University Multan (hereinafter called the "Employer"), in the penal sum/amount stated above, for the payment of guarantee sum entirely and truly to be made the said Employer we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE THIS OBLIGATION are such that whereas the Principal (Contractor) has accepted the Employer's above said letter of acceptance and above construction period for the "NAME OF WORK AS PER ACCEPTANCE" (hereinafter called the contract)

Guarantor

Contractor

Engineer-in-charge

Substituted with form of mobilization advance guarantee/security in general conditions.

CONTD: - PAGE/2

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Issuance date of Mobilization Advance to Complete recovery date or till release of Guarantee by Employer.)

NOW THEREFORE, if the Principal (Contractor) will entirely & truly perform /fulfill all the undertakings, covenants, terms and conditions of the said Documents during the terms of the said Documents and any extension(s) or modifications be made herein after which may be granted by the Employer and in such like situation, notice of such modifications to the Guarantor shall be waived.

The guarantor's total liability of this Guarantee is limited to the extent of sum mentioned above and it is 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 i.e., till the release of Guarantee by Employer and be liable to pay the sum to Employer if mobilization advance paid amounting to Rs. will not be recovered/adjusted fully.

We, Any schedule Bank of Pakistan by State Bank, (The Guarantor) waiving all objections & defenses under the contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without any 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 till release of Guarantee/Bond by Employer that the Principal (Contractor) has refused or failed to perform the obligations under the stipulations of the Contract for which the payment shall be affected by the Guarantor to Employer's designated Bank and Account or if contractor's performance will not satisfactory then Guarantor will be liable to pay the amount stated above to the Employer, The Women University, Multan.

Guarantor

Contractor

Engineer-in-charge

Substituted with form of mobilization advance guarantee/security in general conditions.

CONTD: - PAGE/3

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Issuance date of Mobilization Advance to Complete recovery date or till release of Guarantee by Employer.)

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 or if mobilization advance paid amounting to Rs. will not be recovered/adjusted fully then the Guarantor shall have to pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any arbitration or reference by any manner whatsoever.

This bond will remain in full force with effect from Date of start till release of Guarantee by Employer. Claim if any under this bond must be received by us (guarantor) before its release in written, we will be bound to pay the penal amount max. to amount of mobilization advance claimed within one month of demand letter otherwise Employer (The Women University Multan) is fully authorized to take any legal action against us (Guarantor) to recover the said (guaranteed/aforementioned) amount even through recovery by land Revenue and same will be acceptable to us.

Guarantor will also bound down to pay abovementioned amount upon first written demand by the Employer without cavil/argument/arbitration by Guarantor, not exceeding the claimed mobilization advance amount to the Employer as and when required if the amount of mobilization advance paid to the contractor will not be recovered/adjusted to the Women university, Multan before the release of this guarantee.

Guarantor

Contractor

Engineer-in-charge

Substituted with form of mobilization advance guarantee/security in general conditions.

CONTD: - PAGE/4

Bond NO.

Dated:

Amount:

Construction Period: from Date of start to Date of completion.

(Guarantee Stands enforce for Payment upon demand by Employer w.e.f. Issuance date of Mobilization Advance to *complete recovery date* or till release of Guarantee by Employer.)

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name & 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

Name: _____

Title: _____

Seal: _____

WITNESS:

1. Signature: _____

Name: _____

Seal: _____

Designation: _____

Address: _____

2. Signature: _____

Name: _____

Seal: _____

Designation: _____

Address: _____

Contractor

Engineer-in-charge