





# PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN

**DISTT: SHAHEED BENAZIRABAD**

- Earnest Money (3%) Rs. \_\_\_\_\_
- Security Deposit – (including Earnest Money) upon signing of Agreement (3%) (this deposit will be in accordance with paras 516 &521-A of Sindh PWD Manual). Rs. \_\_\_\_\_
- Percentage, if any, to be deducted from bills (\_\_\_\_\_ Percent) (This percentage where no security Deposit is taken will vary from 5% to 10% according to the Requirement of the case. Where security deposit is taken, see Note to clause 1 of conditions of contract). \_\_\_\_\_ percent
- Time allowed for work from the date of written order to Commence. \_\_\_\_\_

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to University the sums of money mentioned in the said conditions.

Call deposit No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_ at \_\_\_\_\_ in respect of the sums of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is herewith forwarded representing the earnest money.

- Full value of which is to be absolutely forfeited to University should I/We not deposit the full amount of security deposit specified in the above memorandum, in \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be retained by University on account of such security deposit as aforesaid; OR

- Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the full value of which shall be retained by Universtiy on account of Security deposty specified in clause 1(B) of the conditions:-

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20 .

- For contractor \_\_\_\_\_

(Signature of contractor before submission of tender)

Address \_\_\_\_\_

\_\_\_\_\_

- For Witness (1) \_\_\_\_\_

(Signature of witness to Contractor's signature)

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

- For Witness (2) \_\_\_\_\_

(Signature of witness to Contractor's signature)

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

The above tender is hereby accepted by me on behalf of the PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN Nawabshah, Sindh, Pakistan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Project Director

## **CONDITIONS OF CONTRACT(S)**

### **CLAUSE – 1: SECURITY DEPOSIT/ PERFORMANCE SECURITY.**

The persons / persons whose tender may be accepted (hereinafter called the Contractor) shall, within 10 days of the receipt y him of the notice of the acceptance of his tender, deposit with the project Engineer in cash or in Government securities, endorsed to the Project Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specify in the tender OR permit University at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him ) amount to \_\_\_\_\_ percent, (this will be the same percentage as that in the tender at (e) on page 3). Of all moneys so payable; such deductions to be held by University by way of security deposit: PROVIDED ALWAYS that in the event of the contract or depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent (The amount of this % (not exceeding 10% will be fixed as 8% and the

Security Deposit only amounts to 5% of the estimated cost of the work, then 3% should be deducted from every payment if the % is fixed at 10% and the Security Deposit only amount to 6% should be deducted and so on.) of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the Contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to University under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due by University to the Contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid, the Contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired in writing.

**COMPENSATION FOR DELAY**

If the amount of the security deposit to be paid in a lump sum within the period specified above is not paid tender/contract already accepted shall be considered as canceled and legal steps taken against the Contractor for recovery of the amounts.

The security deposit lodged by a Contractor (in cash or recovered in installment form his bills) shall be refunded to him after the expiry of six months from the date on which the work is completed. The Project Director, shall however, exercise his discretion to refund security deposit to the Contractor either after six months from the date of completion of work or later along with the final bill if it is circumstances.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, such check is necessary otherwise from the last date of recording the final measurement.

**CLAUSE – 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Project Director (whose decision in written shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any exceeds one month, to complete:

- 1/4 of work in \_\_\_\_\_ of the time
- 1/2 of work in \_\_\_\_\_ of the time
- 3/4 of work in \_\_\_\_\_ of the time

And abide by the programme of detailed progress laid down by the Project Engineer. In the event of the contractor failing to comply with condition he shall be liable to pay as compensation an amount equal to one percent. Or such smaller amount as the Project Director (whose decision in writing shall final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; PROVIDED ALWAYS that the total amount of cost of the work as shown in the tender.

NOTE – 1: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the bank space kept for the purpose by the Officer competent to accept the contracts after taking onto consideration the circumstances of each case.

NOTE – 2: For the purpose of determining stage-wise progress in this clause, it will be calculated on the actual expenditure incurred on the work at site which will include the payments made, cost of work not measured and the cost of materials brought to site and will not include the invisible expenditure including advances if any paid for labor and material, the overhead and administrative expense etc.

**CLAUSE – 3: ACTIONS WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED**

In all case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the “Project Director” on behalf of PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMENQ, Nawabshah, shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

- To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and the absolutely at the disposal of University.
- To employ labor paid by the University to carry out the work, or any part of the work, depositing the Contractor with the cost of the labor( as to the correctness of which cost and price the certificate of Project Director shall be final and conclusive against the Contractor) and crediting him with value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Project Engineer as to the value of the work done shall be final and conclusive against the contractor.
- To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of Project Director shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by University under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and the Project Director shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

**CLAUSE – 4: ACTION WHEN THE PROGRESS OF ANY PARTICULAR POSITION OF THE WORK IS UNSATISFACTORY:**

In the progress of any particular portion of the work is unsatisfactory, Project Director shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such action.

**CLAUSE – 5: CONTRACTOR REMAINS/LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 AND 4.**

**POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTOR’S PLANT**

If any case in which any of the power conferred upon the Project Director by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under 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 Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of 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 rate, or in the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plant, material, 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 Project Director as to the expense of any such removal and the amount of the process and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**CLAUSE – 6: EXTENSION OF TIME**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for execution arose and in any case before the date of completion of the work, and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Project Engineer in this matter shall be final.

Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for which period as he may think necessary or project.

Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extend as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**CLAUSE – 7: FINAL CERTIFICATE**

On completion of the work the Contractor be furnished with a certificate by the Project Director of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and shall have cleaned off any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measure by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose f the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE – 8: PAYMENT OF INTERMEDIATE CERTIFICATES TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to Cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees then thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall nay such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any away vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the dated fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE – 9: PAYMENT AT REDUCED RATES OF ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE AT THE DESCRIPTION OF THE PROJECT ENGINEER**



The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**CLAUSE – 10: BILLS TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects. In case the Contractor or his authorized agent is not present at site of the work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurement recorded by the engineer in charge or his authorized subordinate shall be treated as correct and binding on the contractor unless the Contractor within seven days of date of recording such measurements submit to the Project Director a detailed letter pointing out the errors of omissions in the recorded measurement. In case of such disagreement, the Project Director shall hold or cause to be held the site investigation and give his decision. The decision of the Project Director shall be final.

**CLAUSE – 11: BILLS PRINTED ON FORMS**

The Contractor shall submit all bills on his own printed forms. The bills shall be submitted to the Consultants in triplicate who will then scrutinize these bills and forward two copies to the Project Director and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**CLAUSE – 12: STORES SUPPLIED BY THE UNIVERSITY**

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Project Director such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of University and shall on no account be removed from the site of the, and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the University Stores, if the Project Director so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials

except with the consent of the Project Director and he shall have no claim for compensation on account of any such material supplied to him as for said but remaining unused by him or for, any, wastage in or damage to any such materials.

**CLAUSE – 13: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Engineer and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**CLAUSE – 14: ALTERNATIONS IN SPECIFICATIONS AND DESIGNS, NOT TO INVALIDATE CONTRACTS**

The Project Director shall have power to make any alternations, in, or additions to the original specifications, drawings, 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 of the work, in accordance with any instructions in this connections which may be given to him in writing by the Project Director and such alternations shall not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below 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 rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at (-----) percent below/above the rates shown for such work in the Government of Sindh schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sindh Schedule of rates 1980 as amended from time to time, then the Contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Project Director through the consultants of the rate which it is his intention to charge for such class or work, and if the Project Director and the Consultants are satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the owner does not agree to this rate he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure then in such case prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the owner. In the event of a dispute, the decision of the Project Director will be final conclusive and binding.

**CLAUSE – 15: NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERNATION IN OR RESTRICTION OR WORK**

If at any time after the execution of the contract documents the Project Director shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment of 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 so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction which may involve any curtailment of the work as of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates detained by the Project Director provided they are not in excess of requirements and are of approved quality.

**CLAUSE – 16: TIME LIMIT FOR UNFORESEEN CLAIMS**

Under no circumstances whatsoever shall the Contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Project Director within one month of the cause of such claim occurring. The contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit, as far as possible, documentary evidence in support of the reasons and the calculations for such claim., the claim shall not be considered as valid or payable unless and the scrutinized and accepted by the Consultant and Project Director & will become payable only to the extent upto which it has been accepted by the Project Director.

**CLAUSE – 17: ACTION AND COMPENSATION IN CASE OF BAD WORK**

If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, 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 are otherwise not in accordance with the contract, shall be lawful for the Project Director to intimate this act in writing to the contractor and then notwithstanding the fact that the work, materials or articles ;complained of may have been inadvertently passed, certified and paid for, the Contractor shall be found forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles, and provide other proper and suitable material 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 Project Director in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the project director may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense and all respects of the contractor. Should the Project Director consider that any such interior work or materials as described above may be accepted or made use of , it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.

**CLAUSE – 18: WORK BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Director or his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Director or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had been given to the Contractor himself.

**CLAUSE – 19: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than five days notice in writing to the Project Director or his subordinate In-Charge of the work before covering up or otherwise placing beyond the reach of check inspection & measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of verification, check, inspection & measurement, and shall not cover up or place beyond the reach of consent in writing of the Project Director or his subordinate in-Charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection and measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**CLAUSE – 20: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFICATE**

If the contractor or his workmen, or servants shall break, decay, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc, or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Project Engineer, the Contractor shall make good the same on his own expense, or in default the Project Director may cause the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director shall be final) from any sums that may then be due or may thereafter become due to the Contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against other works with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.

**CLAUSE – 21: CONTRACTOR SUPPLY PLANT LADDERS, SCAFFOLDING ETC. AND IS LIABLE FOR DAMAGES ARISING ON PROVISION OF LIGHTS, FENCING ETC.**

The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the University Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project Director as to any matters 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 material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement ore examination at any time and from time to time of the work or the material, failing this the same may be provided by the Project Director 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 or the proceeds of sale thereof, of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the publish from accident, and shall also be bound to bear the expense defense of every suit, action or other legal proceeding, that may be brought by any person for injury stained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

**CLAUSE – 22: MEASURES FOR PREVENTION OF FIRE**

The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Project Engineer.

When such permit is given, and also all case when destroying cut or dog up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.

The Contractor make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labor employed in connection with the execution of the works as also for the use of his labor employed in connection with the execution of the works as also for use on the works itself. However, in case if the contractor is not able to make his own arrangement for water, the same could at the discretion of the Project Engineer be supplied y the owner in which case the recovery against the water charges at 2% of the cost of those items of work n which the water is used in the construction shall be made from the bills of the Contractor.

**CLAUSE – 23: LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA**

Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of University Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director or such other office as he may appoint and the estimates of the Project Director shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deduced by the Project Director from any sums that may be due or become due from University of the Contractor under this contract of otherwise.

The Contractor shall bear the expenses f defending any action or other legal proceedings that may be brought buy any person, partly or authority for injury sustained by him owing to neglect of precautions t prevent the spread of fire and he shall pay any damages and cost that may be awarded by the cut in consequence.

**CLAUSE – 24: EMPLOYMENT OF FEMALE LABOR**

The employment of female labors on works in the neighborhood of soldiers, barracks should be avoided as for a possible.

**CLAUSE – 25: WORK IN FRIDAYS**

No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Engineer.

**CLAUSE – 26: WORK NOT TO BE SUBJECT CONTRACTOR MAY BE RESCINDED & SECURITY DEPOSIT FORFEITED**

The contract shall not be assigned or sublet without the written approval of the Project Director. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director by notice in writing, produce them for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be give, promised or offered by the Contractor or any of this servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or in directly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director may be notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the me consequences shall ensure s if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**CLAUSE – 27: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**CLAUSE – 28: CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director for his information.

**CLAUSE – 29: WORK TO BE UNDER DIRECTOR OF CONSULTANT AND PROJECT DIRECTOR**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Consultant and Project Director for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commended, and from time to time carried on.

**CLAUSE – 30: DECISION OF PROJECT DIRECTOR TO BE FINAL**

Except where otherwise specified in the contract and subject to the powers delegated to him by Authority under the Code rules then in force, the decision of the Project Director shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the

specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter, or the thing whatsoever in any way arising out of, or relating to the contract, design, drawings, specification, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**CLAUSE – 31: LUMP SUM IN ESTIMATES**

When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount of Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14. Provided always that in case of the percent rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any item of work including the lump sum items or market rates which are outside the current Government Schedule of Rates.

**CLAUSE – 32: ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Sindh PWD specifications and in the event of there being no Sindh PWD specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director. The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the current Government Schedule of Rates.

**CLAUSE – 33: DEFINITION OF WORK**

The expression Work or Work where used in these conditions shall, unless there be something in the subject of context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered, substituted or additional.

**CLAUSE – 34: CONTRACTORS PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL**

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE – 35: REFUND OF QUARRY FEES AND ROYALTIES**

All quarry fees, royalties, octroi, dues, ground rents, local & Government taxes and rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the Contractor as a final charge and no refund of this account shall be allowed by the University.

**CLAUSE – 36: COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) as amended up to date for injuries caused to the workmen. If such compensation is paid by University

as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by University from the contractor under sub-section (2) of the said section such; compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall also discharge all other liabilities in relation to the current Government of local legislations with respect to the Labor Laws and other Fringe benefits like Health and Insurance cover, Old Age benefits etc. for all his labor including the administrative and supervisory staff.

**CLAUSE – 37-A: CLAIM FOR QUANTITIES AS PER SCOPE OF WORK SHOWN ON DRAWINGS**

The quantities of different items of work shown in the schedule-B attached to this tender are only approximate. The actual quantities of different items as done at site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.

**CLAUSE – 37-B:** Where due to change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases up to 30% at the cost as shown in the MEMORANDUM (exceeding those cases there the total cost has increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM, it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total cost of the work, there shall be no financial limit to it and that the entire work shall be done at the same rate and under the same terms and conditions as the main tender.

**CLAUSE – 38: EMPLOYMENT OF FAMINE ETC. LABOR**

The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer.

**CLAUSE – 39: CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK**

No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.

**CLAUSE – 40:** No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the loan or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for any extra rate shall be entertained, unless otherwise expressly specified.

**CLAUSE – 41: ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask the measurements of or a payment for work.

**CLAUSE – 42: MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF DONKEYS OR OTHER ANIMALS**

- No Contractor shall employ any person who is under the age of 12 years.
- No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).



- No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- The Contractor shall not employ any labor who has any contagious disease or is a habitual narcotic user or is so sick and unfit for manual labor as to create a hazard for his health or life.
- The Project Director or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any Delay caused in the completion of the work by such removal.

Any Contractor who does not accept these conditions shall not be allowed to tender, for works and his name shall be removed from the list of Contractors.

**CLAUSE – 43: PAKISTANI TIMBER TO BE USED**

As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.

**CLAUSE – 44: CERTIFICATE FOR CONCESSIONARY FREIGHT OF CHARGES FROM THE RAILWAY**

If any material, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director of the to the effect that the materials are required for university works thereby enabling them to have the benefit of any so allowed under the rules from the railways. In case, however, such a concession is withdrawn by the railways at any times, no claim shall be made against University of this account.

**CLAUSE – 45: PROCEDURE FOR ACCEPTANCE OF TENDERS WHEN TENDERED RATES ARE SAME**

When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tires.

**CLAUSE – 46: RECOVERY OF DUES FROM CONTRACTOR AS AREAS LAND REVENUE**

Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.

**CLAUSE – 47: PARTNERSHIP M. L. AS. IS FOR BIDDER**

The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.

**CLAUSE – 48: PAYMENT OF TAXES**

The Contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.

**CLAUSE – 49: INTEREST OR SHARE UNIVERSITY SERVANT IN THE WORK**

The Contractor shall certify that no University Servants, Government servants of a Corporate Body directly controlled by the government has directly or indirectly any share or interest in this work.

**CLAUSE – 50:** The Contractor will not be allowed to withdraw his tender and ask for the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

**CLAUSE – 51:** Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor, the liability of the contractor for the purposes of "Defect Liability" shall extend for the period of 12 months from the date of issue of satisfactory completion certificate for removal including replacement of any defect found in the works due to faulty construction or any other cause directly attributed to and as result of defective work. The 50% of the security deposit will be returned to the contractor six months after the issue of satisfactory completion certificate and removal of defects, if any, and the remaining 50% deposit will be refunded 12 months after removal of defects, if any or 12 months after issue of the completion certificate whichever is latter.

**CLAUSE – 52:** The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Engineering Staff and trained and experienced artisans in addition to the usual team of workmen and labor in accordance, in general, to the following scales.

Work consisting upto Rs. 2.0 Lacs  
Work consisting upto Rs. 15.0 Lacs  
Works costing Rs. 15.0 Lacs

Only artisans  
A Diploma Holder  
A Professional Engineer registered with  
Pakistan Engineering Council

**CLAUSE – 53: FORCE MAJEURE**

The Parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 30 days of the occurrence of any such case of force majeure employed therein shall mean acts of the Public Enemy Wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earthquakes, another causes of similar nature which render the performance of this agreement unfeasible and in spite of the exercise of due diligence the party seeking excuse from performance is unable to overcome.

## **SPECIAL CONDITIONS**

**CLAUSE – 54:** The Mobilization Advance will be extended to the contractor upto 10% of the contract cost against the irrevocable bank guarantee of amount equal to the mobilization advance. The contractor shall have to pay interest on the Mobilization Advance at the rate of 10% per annum. The advance including the interest shall be recovered in 5 equal installments.

**CLAUSE – 55:** The period of \_\_\_\_\_ (Name of item) as on \_\_\_\_\_ (date of receipt of tenders) fixed by the \_\_\_\_\_ (Name of authority/manufacturer) is Rs. \_\_\_\_\_ per \_\_\_\_\_ should there be any change in the above price by the manufacturer during the currency of the contract, the difference will be payable to or, as the case may be, recoverable from the contractor. The

effect of the revision of the prices will be confined only to the quantity of the items which is actually consumed after the date of such revision.

**CLAUSE – 56:** The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution wherever required including making complete arrangements for storage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in work will be recovered from the bills of the contractor @2% (two percent) of the cost of those items of work on which water is used.

**CONTRACTOR**

Witness \_\_\_\_\_

**PROJECT DIRECTOR**

Witness \_\_\_\_\_

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

**CONSULTANTS**

**NOTES:**

- All works shall be carried out as per Public Works Department Hand Books, Specifications currently adopted by Government of Sindh or as directed.
- Rates quoted include clearance of Site (prior to commencement of works) and at its work under all re-associates and hold good work under all conditions of Site.
- Contractors shall quote rates on items rates (non-schedule items) giving rates in figures and words and giving total according to estimated quantity for each item and total works.

- The rates shall include charges for cartage to and from any distance. No claim shall be entertained or increase of rates allowed on this account.
- Fine and coarse aggregate shall be as per latest British Standard Specification 882 Coarse aggregates shall be founded and shall have the following grading.

3/4" Sieve	100%
3/8" Sieve	45 – 75 %
3/16" Sieve	30 – 48 %
No. 7 Sieve	23 – 42 %
No. 14 Sieve	16 – 34 %
No. 25 Sieve	09 – 27 %
No. 52 Sieve	02 – 12 %
No. 100 Sieve	01 – 1.5 %

Maximum allowable slump 2 inches

Minimum Cement Content 605 lbs/cubic yard

- Periodical samples of concrete (cube or cylinder) will be tested to confirm to the specifications of strength requirement of the structural members e.g.
  - Roof Slab etc. Not less than 3000 psi
  - Tank Not less than 3750 psi

(Cost of all such testing will be borne by the Contractor)
- Separate premium for each part may be quoted i.e. Civil, Plumbing and Electrification. If quoted rates for any part are considered high it will not be let-out and re-invited.

## FORM OF PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
 (Name and address of Contractor)

\_\_\_\_\_  
 \_\_\_\_\_

as Principal (hereinafter called the "Contractor") and \_\_\_\_\_

---

(Name, Title and Address of the Surety)

---

as surety (hereinafter called the "Surety") are held and firmly bound unto

---

(Name and Address of the Employer)

---

\_\_\_\_\_ as obliged (hereinafter called the "Employer" in  
amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_))

The payment of which sum, well and truly to be made, the Contractor and the surety bind themselves, their assessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Contractor has entered into a written Contract Agreement with the Employer dated \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_ for \_\_\_\_\_ in  
(Name of Work)

accordance with the plan and specifications and amendments hereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW THEREFORE** the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**WHENEVER** the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly.

- Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Security.
- Obtain a bid or bids for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of lowest responsive bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even though there should be default of a succession of defaults under the contract or contractors of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract Value; but not exceeding including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph shall mean the total amount payable by the Employer to the Contractor: or
- Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security be instituted before the issue of the taking-over certificate.

No right of action shall accrue on this security to or for the use of any person or corporation other than the Employer named herein or heirs, executors, administrators or successors of the Employer.

Signed on: \_\_\_\_\_  
(Date)

On behalf of \_\_\_\_\_  
(The Surety)

By \_\_\_\_\_  
(Name)

In the capacity of \_\_\_\_\_  
(Designation)

In the presence of \_\_\_\_\_  
(Witness)

**B.O.Q****Miscellaneous Civil Work in Hostels**

<b>Sr.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	<b>Civil Work (Scheduled Items)</b>				
1	Painting with oil paint (ICI/Burger/Dulux) paint of approved shade two coats on wooden doors at any height in any floor.	Sft	4800.00	21.16	101568.00
2	Providing and Fixing 500 Gallon Fiber Glass Tank (Master) company	No:	1.00	37505.42	37505.42
3	Providing and Fixing Iron Steel Shutter Gate with angle square bars complete as directed	Kg	103.46	194.16	20087.79
4	P/F iron steel grill using solid square bars of size 1/2" 1/2" placed at 4" c/c and frame of flat iron patti of 3/4" x 3/4" i/c circle shape at 1' part equivalent fitted with screws or pins i/c painting 3 coats with 1st coat of red oxide paint etc.	Kg	3916.64	180.50	706953.52
5	P/L reinforcement cement concrete using graded crushed stone 3/4" (19mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 including form work and its removal compacting, curing etc but excluding the cost of reinforcement in: 1:2:4 plinth beam/ raft beam/ lintel beam & roof slab in G.F	Cft	982.00	337.00	330934.00
6	Providing & Fixing Bath Shower including Steel Rod & CP nipple complete in all respects as directed.	No:	12.00	1142.24	13706.88
7	P/F chromium plated bib-cock, stop cock under ground stop cock(Master / Sonex) etc. complete.	No:	66.00	1109.46	73224.36
8	Providing and Fixing Louver on ventilators complete as directed	Sft	168.00	698.92	117418.56
9	Providing & Fixing 3/4" dia Concealed Cock (Sonex) including show cup, head cap, U bands & Cold and hot water mixer complete in all respects as directed by Engineer Incharge	No:	60.00	509.00	30540.00
10	P/L first class solid burnt brick masonry set in cement sand mortar 1:5 in straight or curved walls of 9" to 13.5" thickness i/c scaffolding, raking out joints and curing etc. complete in super structure.	Cft	202.00	129.02	26062.04

11	Plastering 3/4" thick in patches/ full length in cement, sand mortar 1:4 including curing and scraping old damaged portion in regular shaped and removal of rubbish from the site etc complete as per direction of Engineer Incharge in any floor.	Sft	3025.06	30.15	91205.56
12	Excavation for foundation, trenches and drains in all kinds of soil (except gravelly and murum soil, conglomeration of gravel and boulders or hard rock) and back filling the excavated material in foundation, plinth or under floor including breaking clods, watering, consolidation by ramming in layers not exceeding 9" in depth to full compaction, dressing and disposal of surplus excavated stuff to lead of one chain & lift 5' as directed.	Cft	1120.00	3.18	3561.60
13	P/L 1:4:8 (1cement, 4sand and 8course aggregate) cement concrete using graded stone ballast 2 inches (51mm) and down guage in foundation including levelling, compacting and curing etc complete as directed by Engineer Incharge.	Cft	297.00	94.16	27965.52
14	Providing and Fixing Fly Proof doors complete as directed	Sft	1083.78	933.75	1011979.58
15	P/F 1" dia gun metal valves with handles threaded or flanged ends with rubber washers, standard pattern (anwer/asia)	No:	14.00	271.92	3806.88
16	P/F G.I pipes medium quality (IIL,KPM or Jamal Pipes only) of approved manufacturer with specials and clamps etc. embedded in ground. Floor and wall or clamped to walls including the cost of excavation, refilling with watering and ramming, disposal of surplus earth, painting two coats of bitumen paint to pipe and specials after cleaning and hessine cloth socked in maxphalt composite wrapped tightly round the pipe and testing to pressure head of 200 feet etc. complete in all respects. as under 2" dia	Rft	18.00	225.73	4063.14
17	P/F 6"x2" or 6"x3" C.I floor trap of approved self cleansing design with C.I screwed down grating with or without a vent arm complete with and including making requisite number of holes in walls, plinth and floor for pipe connection and making good in cement concrete 1:2:4.	No:	14.00	1193.17	16704.38



18	P & F water closet with coupled flushing cistern including all accessories and fittings, waste and traps, CP flexible pipe, tee stop cock with check nut, thimble all joints to service and drains plugging and screwing as necessary to the structure. Asian W.C.	No:	14.00	5772.80	80819.20
19	P/F 25"x18" (635mm x 457mm) lavatory basin with pedestal in white glazed earthenware (Pakistani) complete with and including the cost of Brass oxidized bolts kit built into wall /2 inch (15mm) dia. Chrome plated mixer 1-1/4" inches (32mm) rubber plug and chrome plated brass chain, 1-1/4" inches (32mm) dia bras waste of approved pattern, 1-1/4" dia. Malleable iron or C.P brass traps malleable iron or brass unions and making requisite number of holes in walls plinth and floor for pipe connections and making good in cement concrete 1:2:4.	No:	9.00	4928.00	44352.00
20	Cement concrete plain including placing, compacting, finishing and curing, complete (i/c screening and washing of stone aggregate without shuttering. Ratio: 1:2:4 (flooring)	Sft	6146.00	144.29	886806.34
21	Filling, waterreing and ramming earth under floor with new earth excavated from outside lead upto one chain and lift upto 5'.	Cft	3472.00	3.63	12603.36
<b>Total</b>					<b>3641868.13</b>
<b>Civil Work (Non-Scheduled Items)</b>					
22	P/F PPRC 3/4" dia pipe as per directions of Engineer Incharge	Rft	1532.00		
23	Providing & Applying Liquor Polish of wood work complete as required by Engineer Incharge.	Sft	3748.46		
24	P/F Basin Mixer 1/2 dia plastic/ powder coated of master make as directed by Engineer incharge.	No:	9.00		
25	P/F PPRC 1" dia pipe as per directions of Engineer Incharge	Rft	2020.95		
26	Chamber	No:	5.00		
27	Providing and Fixing Wooden cupboard complete as directed	Sft	144.00		
28	Providing and Fixing Water Cooler (NAS Gas Company) complete as directed	No:	3.00		
29	Providing and Laying National Step Tiles on staircase as directed	Sft	647.96		
30	Providing and Fixing Water Filter (Aqua safe) company complete as directed	No:	3.00		

31	Providing and Fixing Gas Stove (PAK) company complete as directed	No:	3.00		
32	Providing and Fixing Gas Geezer (Nas Gas) company complete as directed	No:	3.00		
33	Bouring 5" dia	Rft	80.00		
34	Providing and Fixing Rooter Pump 1-H.P (Asli Punjab) complete as directed	No:	1.00		
35	Providing and fixing National Tiles on staircase an any floor complete as directed	Sft	655.00		
36	P/F C.P Sink mixer (Master make) complete as directed	No:	16.00		
37	Providing and Fixing S.S Railing on any floor complete in all respects as directed	Rft	94.00		
	<b>Total</b>				

<b>Summary of works</b>	
<b><i>Miscellaneous Civil Work in Hostels</i></b>	
Total Amount of Non-Scheduled Items	Rs.
Total Amount of Scheduled Items	Rs. 3641868.13
% Above / Below	
<b><i>Net Bid Amount</i></b>	





# PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN

**DISTT: SHAHEED BENAZIRABAD**

- Earnest Money (3%) Rs. \_\_\_\_\_
- Security Deposit – (including Earnest Money) upon signing of Agreement (3%) (this deposit will be in accordance with paras 516 & 521-A of Sindh PWD Manual). Rs. \_\_\_\_\_
- Percentage, if any, to be deducted from bills ( \_\_\_\_\_ Percent) (This percentage where no security Deposit is taken will vary from 5% to 10% according to the Requirement of the case. Where security deposit is taken, see Note to clause 1 of conditions of contract). \_\_\_\_\_ percent
- Time allowed for work from the date of written order to Commence. \_\_\_\_\_

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to University the sums of money mentioned in the said conditions.

Call deposit No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_ at \_\_\_\_\_ in respect of the sums of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is herewith forwarded representing the earnest money.

- Full value of which is to be absolutely forfeited to University should I/We not deposit the full amount of security deposit specified in the above memorandum, in \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be retained by University on account of such security deposit as aforesaid; OR
- Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the full value of which shall be retained by University on account of Security deposit specified in clause 1(B) of the conditions:-

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20 .

- For contractor \_\_\_\_\_  
(Signature of contractor before submission of tender)

Address \_\_\_\_\_  
\_\_\_\_\_

- For Witness (1) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

- For Witness (2) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

The above tender is hereby accepted by me on behalf of the PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN Nawabshah, Sindh, Pakistan.

Dated: \_\_\_\_\_

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Signature of Project Director

## **CONDITIONS OF CONTRACT(S)**

### **CLAUSE – 1: SECURITY DEPOSIT/ PERFORMANCE SECURITY.**

The persons / persons whose tender may be accepted (hereinafter called the Contractor) shall, within 10 days of the receipt y him of the notice of the acceptance of his tender, deposit with the project Engineer in cash or in Government securities, endorsed to the Project Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specify in the tender OR permit University at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him ) amount to \_\_\_\_\_ percent, (this will be the same percentage as that in the tender at (e) on page 3). Of all moneys so payable; such deductions to be held by University by way of security deposit: PROVIDED ALWAYS that in the event of the contract or depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent (The amount of this % (not exceeding 10% will be fixed as 8% and the Security Deposit only amounts to 5% of the estimated cost of the work, then 3% should be deducted from every payment if the % is fixed at 10% and the Security Deposit only amount to 6% should be deducted and so on.) of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the Contractor for work done under the contract t make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum form ever such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to University under the terms of his contract may be deducted form, or paid by the

sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due by University to the Contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid, the Contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired in writing.

**COMPENSATION FOR DELAY**

If the amount of the security deposit to be paid in a lump sum within the period specified above is not paid tender/contract already accepted shall be considered as canceled and legal steps taken against the Contractor for recovery of the amounts.

The security deposit lodged by a Contractor (in cash or recovered in installation form his bills) shall be refunded to him after the expiry of six months from the date on which the work is completed. The Project Director, shall however, exercise his discretion to refund security deposit to the Contractor either after six months from the date of completion of work or later along with the final bill if it is circumstances.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, such check is necessary otherwise from the last date of recording the final measurement.

**CLAUSE – 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Project Director (whose decision in written shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any exceeds one month, to complete:

1/4 of work in \_\_\_\_\_ of the time  
1/2 of work in \_\_\_\_\_ of the time  
3/4 of work in \_\_\_\_\_ of the time

And abide by the programme of detailed progress laid down by the Project Engineer. In the event of the contractor failing to comply with condition he shall be liable to pay as compensation an amount equal to one percent. Or such smaller amount as the Project Director (whose decision in writing shall final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; PROVIDED ALWAYS that the total amount of cost of the work as shown in the tender.



NOTE – 1: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

NOTE – 2: For the purpose of determining stage-wise progress in this clause, it will be calculated on the actual expenditure incurred on the work at site which will include the payments made, cost of work not measured and the cost of materials brought to site and will not include the invisible expenditure including advances if any paid for labor and material, the overhead and administrative expense etc.

**CLAUSE – 3: ACTIONS WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED**

In all cases in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN, Nawabshah, shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

- To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of University.
- To employ labor paid by the University to carry out the work, or any part of the work, depositing the Contractor with the cost of the labor (as to the correctness of which cost and price the certificate of Project Director shall be final and conclusive against the Contractor) and crediting him with value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Project Engineer as to the value of the work done shall be final and conclusive against the contractor.
- To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of Project Director shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by University under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and the Project Director shall

have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

**CLAUSE – 4: ACTION WHEN THE PROGRESS OF ANY PARTICULAR POSITION OF THE WORK IS UNSATISFACTORY:**

In the progress of any particular portion of the work is unsatisfactory, Project Director shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such action.

**CLAUSE – 5: CONTRACTOR REMAINS/LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 AND 4.**

**POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT**

If any case in which any of the power conferred upon the Project Director by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under 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 Project Director taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of 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 rate, or in the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plant, material, 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 Project Director as to the expense of any such removal and the amount of the process and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**CLAUSE – 6: EXTENSION OF TIME**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Project Engineer in this matter shall be final.

Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for which period as he may think necessary or project.

Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extend as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**CLAUSE – 7: FINAL CERTIFICATE**

On completion of the work the Contractor be furnished with a certificate by the Project Director of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and shall have cleaned off any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measure by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose f the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE – 8: PAYMENT OF INTERMEDIATE CERTIFICATES TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to Cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees then thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall nay such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any away vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the dated fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE – 9: PAYMENT AT REDUCED RATES OF ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE AT THE DESCRIPTION OF THE PROJECT ENGINEER**

The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned in accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not

accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**CLAUSE – 10: BILLS TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects. In case the Contractor or his authorized agent is not present at site of the work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurement recorded by the engineer in charge or his authorized subordinate shall be treated as correct and binding on the contractor unless the Contractor within seven days of date of recording such measurements submit to the Project Director a detailed letter pointing out the errors of omissions in the recorded measurement. In case of such disagreement, the Project Director shall hold or cause to be held the site investigation and give his decision. The decision of the Project Director shall be final.

**CLAUSE – 11: BILLS PRINTED ON FORMS**

The Contractor shall submit all bills on his own printed forms. The bills shall be submitted to the Consultants in triplicate who will then scrutinize these bills and forward two copies to the Project Director and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**CLAUSE – 12: STORES SUPPLIED BY THE UNIVERSITY**

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Project Director such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of University and shall on no account be removed from the site of the, and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the University Stores, if the Project Director so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Project Director and he shall have no claim for compensation on account of any such material supplied to him as for said but remaining unused by him or for, any, wastage in or damage to any such materials.

**CLAUSE – 13: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Engineer and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**CLAUSE – 14: ALTERNATIONS IN SPECIFICATIONS AND DESIGNS, NOT TO INVALIDATE CONTRACTS**

The Project Director shall have power to make any alternations, in, or additions to the original specifications, drawings, 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 of the work, in accordance with any instructions in this connections which may be given to him in writing by the Project Director and such alternations shall not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below 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 rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at (-----) percent below/above the rates shown for such work in the Government of Sindh schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sindh Schedule of rates 1980 as amended from time to time, then the Contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Project Director through the consultants of the rate which it is his intention to charge for such class or work, and if the Project Director and the Consultants are satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the owner does not agree to this rate he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure then in such case prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the owner. In the event of a dispute, the decision of the Project Director will be final conclusive and binding.

**CLAUSE – 15: NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERNATION IN OR RESTRICTION OR WORK**

If at any time after the execution of the contract documents the Project Director shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact

to the Contractor, who shall thereupon have no claim to any payment of 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 so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction which may involve any curtailment of the work as of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates detained by the Project Director provided they are not in excess of requirements and are of approved quality.

**CLAUSE – 16: TIME LIMIT FOR UNFORESEEN CLAIMS**

Under no circumstances whatsoever shall the Contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Project Director within one month of the cause of such claim occurring. The contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit, as far as possible, documentary evidence in support of the reasons and the calculations for such claim., the claim shall not be considered as valid or payable unless and the scrutinized and accepted by the Consultant and Project Director & will become payable only to the extent upto which it has been accepted by the Project Director.

**CLAUSE – 17: ACTION AND COMPENSATION IN CASE OF BAD WORK**

If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, 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 are otherwise not in accordance with the contract, shall be lawful for the Project Director to intimate this act in writing to the contractor and then notwithstanding the fact that the work, materials or articles ;complained of may have been inadvertently passed, certified and paid for, the Contractor shall be found forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles, and provide other proper and suitable material 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 Project Director in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the project director may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense and all respects of the contractor. Should the Project Director consider that any such interior work or materials as described above may be accepted or made use of , it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.

**CLAUSE – 18: WORK BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Director or his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Director or his subordinate to visit the work

shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as f they had bee n given to the Contractor himself.

**CLAUSE – 19: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than five days notice in writing to the Project Director or his subordinate In-Charge of the work before covering up or otherwise placing beyond the reach of check inspection & measurement any work in order that the same may be verified, checked, inspected and measure, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of verification, check, inspection & measurement, and shall not cover up or place beyond the reach of consent in writing of the Project Director or his subordinate i-Charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection and measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**CLAUSE – 20: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFICATE**

If the contractor of his workmen, or servants shall break, deace, injure or destroy any part of a building in which the ma be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc, or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate f completion, final or otherwise, by the Project Engineer, the Contractor shall make good the same on his own expense, or in default the Project Director may can the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director shall be final) from any sums that may then be due or may thereafter become due to the Contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against otherw2orks with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.

**CLAUSE – 21: CONTRACTOR SUPPLY PLANT LADDERS, SCAFFOLDING ETC. AND IS LIABLE FOR DAMAGES ARISING ON PROVISION OF LIGHTS, FENCING ETC.**

The Contractor shall supply at his own cost call material (except such special materials; if any, as may, in accordance with the contract, be supplied from the University Stores), plant, tools, appliances, implement, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project Director as to any matters 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 material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement ore examination at any time and from time to time of the work or the material, failing this the same may be provided by the

Project Director 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 or the proceeds of sale thereof, of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the publish from accident, and shall also be bound to bear the expense defense of every suit, action or other legal proceeding, that may be brought by any person for injury stained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

**CLAUSE – 22: MEASURES FOR PREVENTION OF FIRE**

The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Project Engineer.

When such permit is given, and also all case when destroying cut or dog up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.

The Contractor make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labor employed in connection with the execution of the works as also for the use of his labor employed in connection with the execution of the works as also for use on the works itself. However, in case if the contractor is not able to make his own arrangement for water, the same could at the discretion of the Project Engineer be supplied by the owner in which case the recovery against the water charges at 2% of the cost of those items of work in which the water is used in the construction shall be made from the bills of the Contractor.

**CLAUSE – 23: LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA**

Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of University Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director or such other office as he may appoint and the estimates of the Project Director shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deduced by the Project Director from any sums that may be due or become due from University of the Contractor under this contract of otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, partly or authority for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**CLAUSE – 24: EMPLOYMENT OF FEMALE LABOR**

The employment of female labors on works in the neighborhood of soldiers, barracks should be avoided as far as possible.

**CLAUSE – 25: WORK IN FRIDAYS**



No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Engineer.

**CLAUSE – 26: WORK NOT TO BE SUBJECT CONTRACTOR MAY BE RESCINDED & SECURITY DEPOSIT FORFEITED**

The contract shall not be assigned or sublet without the written approval of the Project Director. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director by notice in writing, produce then for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be give, promised or offered by the Contractor or any of this servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or in directly interested in the contract or if the Contractor does not keep accounts or fails to produce then as aforesaid, the Project Director may be notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the me consequences shall ensure s if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**CLAUSE – 27: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**CLAUSE – 28: CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director for his information.

**CLAUSE – 29: WORK TO BE UNDER DIRECTOR OF CONSULTANT AND PROJECT DIRECTOR**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Consultant and Project Director for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commended, and from time to time carried on.

**CLAUSE – 30: DECISION OF PROJECT DIRECTOR TO BE FINAL**

Except where otherwise specified in the contract and subject to the powers delegated to him by Authority under the Code rules then in force, the decision of the Project Director shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter, or the ting whatsoever in any way rising out of, or relating to the contract, design, drawings,

specification, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**CLAUSE – 31: LUMP SUM IN ESTIMATES**

When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount of Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14. Provided always that in case of the percent rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any item of work including the lump sum items or market rates which are outside the current Government Schedule of Rates.

**CLAUSE – 32: ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Sindh PWD specifications and in the event of there being no Sindh PWD specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director. The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the current Government Schedule of Rates.

**CLAUSE – 33: DEFINITION OF WORK**

The expression Work or Work where used in these conditions shall, unless there be something in the subject of context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered, substituted or additional.

**CLAUSE – 34: CONTRACTORS PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL**

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE – 35: REFUND OF QUARRY FEES AND ROYALTIES**

All quarry fees, royalties, octroi, dues, ground rents, local & Government taxes and rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the Contractor as a final charge and no refund of this account shall be allowed by the University.

**CLAUSE – 36: COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) as amended up to date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by University from the contractor under sub-section (2) of the said section such; compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall

also discharge all other liabilities in relation to the current Government of local legislations with respect to the Labor Laws and other Fringe benefits like Health and Insurance cover, Old Age benefits etc. for all his labor including the administrative and supervisory staff.

**CLAUSE – 37-A: CLAIM FOR QUANTITIES AS PER SCOPE OF WORK SHOWN ON DRAWINGS**

The quantities of different items of work shown in the schedule-B attached to this tender are only approximate. The actual quantities of different items as done at site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.

**CLAUSE – 37-B:** Where due to change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases up to 30% at the cost as shown in the MEMORANDUM (exceeding those cases there the total cost has increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM, it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total cost of the work, there shall be no financial limit to it and that the entire work shall be done at the same rate and under the same terms and conditions as the main tender.

**CLAUSE – 38: EMPLOYMENT OF FAMINE ETC. LABOR**

The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer.

**CLAUSE – 39: CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK**

No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.

**CLAUSE – 40:** No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the loan or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for any extra rate shall be entertained, unless otherwise expressly specified.

**CLAUSE – 41: ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask the measurements of or a payment for work.

**CLAUSE – 42: MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF DONKEYS OR OTHER ANIMALS**

- No Contractor shall employ any person who is under the age of 12 years.
- No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

- The Contractor shall not employ any labor who has any contagious disease or is a habitual narcotic user or is so sick and unfit for manual labor as to create a hazard for his health or life.
- The Project Director or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any Delay caused in the completion of the work by such removal.

Any Contractor who does not accept these conditions shall not be allowed to tender, for works and his name shall be removed from the list of Contractors.

**CLAUSE – 43: PAKISTANI TIMBER TO BE USED**

As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.

**CLAUSE – 44: CERTIFICATE FOR CONCESSIONARY FREIGHT OF CHARGES FROM THE RAILWAY**

If any material, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director of the to the effect that the materials are required for university works thereby enabling them to have the benefit of any so allowed under the rules from the railways. In case, however, such a concession is withdrawn by the railways at any times, no claim shall be made against University of this account.

**CLAUSE – 45: PROCEDURE FOR ACCEPTANCE OF TENDERS WHEN TENDERED RATES ARE SAME**

When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tires.

**CLAUSE – 46: RECOVERY OF DUES FROM CONTRACTOR AS AREAS LAND REVENUE**

Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.

**CLAUSE – 47: PARTNERSHIP M. L. As. IS FOR BIDDER**

The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.

**CLAUSE – 48: PAYMENT OF TAXES**

The Contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.

**CLAUSE – 49: INTEREST OR SHARE UNIVERSITY SERVANT IN THE WORK**

The Contractor shall certify that no University Servants, Government servants of a Corporate Body directly controlled by the government has directly or indirectly any share or interest in this work.

**CLAUSE – 50:** The Contractor will not be allowed to withdraw his tender and ask for the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

**CLAUSE – 51:** Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor, the liability of the contractor for the purposes of "Defect Liability" shall extend for the period of 12 months from the date of issue of satisfactory completion certificate for removal including replacement of any defect found in the works due to faulty construction or any other cause directly attributed to and as result of defective work. The 50% of the security deposit will be returned to the contractor six months after the issue of satisfactory completion certificate and removal of defects, if any, and the remaining 50% deposit will be refunded 12 months after removal of defects, if any or 12 months after issue of the completion certificate whichever is latter.

**CLAUSE – 52:** The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Engineering Staff and trained and experienced artisans in addition to the usual team of workmen and labor in accordance, in general, to the following scales.

Work consisting upto Rs. 2.0 Lacs  
Work consisting upto Rs. 15.0 Lacs  
Works costing Rs. 15.0 Lacs

Only artisans  
A Diploma Holder  
A Professional Engineer registered with  
Pakistan Engineering Council

**CLAUSE – 53: FORCE MAJEURE**

The Parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 30 days of the occurrence of any such case of force majeure employed therein shall mean acts of the Public Enemy Wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earthquakes, another causes of similar nature which render the performance of this agreement unfeasible and in spite of the exercise of due diligence the party seeking excuse from performance is unable to overcome.

## **SPECIAL CONDITIONS**

**CLAUSE – 54:** The Mobilization Advance will be extended to the contractor upto 10% of the contract cost against the irrevocable bank guarantee of amount equal to the mobilization advance. The contractor shall have to pay interest on the Mobilization Advance at the rate of 10% per annum. The advance including the interest shall be recovered in 5 equal installments.

**CLAUSE – 55:** The period of \_\_\_\_\_ (Name of item) as on \_\_\_\_\_ (date of receipt of tenders) fixed by the \_\_\_\_\_ (Name of authority/manufacturer) is Rs. \_\_\_\_\_ per \_\_\_\_\_ should there be any change in the above price by the manufacturer during the currency of the contract, the difference will be payable to or, as the case may be, recoverable from the contractor. The effect of the revision of the prices will be confined only to the quantity of the items which is actually consumed after the date of such revision.

**CLAUSE – 56:** The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution wherever required including making complete arrangements for storage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in work will be recovered from the bills of the contractor @2% (two percent) of the cost of those items of work on which water is used.

**CONTRACTOR**

Witness \_\_\_\_\_

**PROJECT DIRECTOR**

Witness \_\_\_\_\_

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

**CONSULTANTS**

**NOTES:**

- All works shall be carried out as per Public Works Department Hand Books, Specifications currently adopted by Government of Sindh or as directed.
- Rates quoted include clearance of Site (prior to commencement of works) and at its work under all re-associates and hold good work under all conditions of Site.
- Contractors shall quote rates on items rates (non-schedule items) giving rates in figures and words and giving total according to estimated quantity for each item and total works.
- The rates shall include charges for cartage to and from any distance. No claim shall be entertained or increase of rates allowed on this account.

- Fine and coarse aggregate shall be as per latest British Standard Specification 882 Coarse aggregates shall be founded and shall have the following grading.

3/4" Sieve	100%
3/8" Sieve	45 – 75 %
3/16" Sieve	30 – 48 %
No. 7 Sieve	23 – 42 %
No. 14 Sieve	16 – 34 %
No. 25 Sieve	09 – 27 %
No. 52 Sieve	02 – 12 %
No. 100 Sieve	01 – 1.5 %

Maximum allowable slump 2 inches

Minimum Cement Content 605 lbs/cubic yard

- Periodical samples of concrete (cube or cylinder) will be tested to confirm to the specifications of strength requirement of the structural members e.g.
  - Roof Slab etc. Not less than 3000 psi
  - Tank Not less than 3750 psi

(Cost of all such testing will be borne by the Contractor)
- Separate premium for each part may be quoted i.e. Civil, Plumbing and Electrification. If quoted rates for any part are considered high it will not be let-out and re-invited.

## FORM OF PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
 (Name and address of Contractor)

\_\_\_\_\_  
 \_\_\_\_\_

as Principal (hereinafter called the "Contractor") and \_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address of the Surety)

---

as surety (hereinafter called the "Surety") are held and firmly bound unto

---

(Name and Address of the Employer)

---

as obliged (hereinafter called the "Employer" in  
amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)

The payment of which sum, well and truly to be made, the Contractor and the surety bind themselves, their assessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Contractor has entered into a written Contract Agreement with the Employer dated \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_ for \_\_\_\_\_ in  
(Name of Work)

accordance with the plan and specifications and amendments hereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW THEREFORE** the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**WHENEVER** the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly.

- Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total no exceeding the amount of this Security.
- Obtain a bid or bids for submission to the Employer for completing he Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of lowest responsive bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even through there should be default of a succession of defaults under the contract or contractors of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract Value; but no exceeding including other costs and damages for which the Surety maybe liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph shall mean the total amount payable by the Employer to the Contractor: or
- Pay the Employer the amount required by he Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security be instituted before the issue of the taking-over certificate.



No right of action shall accrue on this security to or for the use of any person or corporation other than the Employer named herein or heirs, executors, administrators or successors of the Employer.

Signed on: \_\_\_\_\_  
(Date)

On behalf of \_\_\_\_\_  
(The Surety)

By \_\_\_\_\_  
(Name)

In the capacity of \_\_\_\_\_  
(Designation)

In the presence of \_\_\_\_\_  
(Witness)

**B.O.Q****Renovation of Accounts Branch**

Sr.	Description	Unit	Quantity	Rate	Amount
	<b>Civil Work (Scheduled Items)</b>				
1	Distempering with vinyl distemper (ICI/Berger/Dulux) of approved make and shade in two coats over and i/c the cost of one priming coat, sand papering, dusting and filling the holes, cracks and inequality if any, at any height at any floor.	Sft	1820.00	10.43	18982.60
2	Painting with enamel paint (ICI/Burger/Dulux) paint vip of approved shade two coats over and including the cost of one priming coats complete over plastered surface at any height in any floor.	Sft	2689.00	17.72	47649.08
3	Providing and fixing 2" (51mm) thick best quality imported wood shutter fully paneled with some wood, approved brass hinges and tower bolts etc as required	Sft	50.00	950.00	47500.00
4	P/L reinforcement cement concrete using graded crushed stone 3/4" (19mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 including form work and its removal compacting, curing etc but excluding the cost of reinforcement in: 1:2:4 plinth beam/ raft beam/ lintel beam & roof slab in G.F	Cft	258.00	349.00	90042.00
5	Scraping, rubbing & cleaning white wash, color wash & oil free distemper i/c removing of rubbish etc as per direction of Engineer Incharge complete in all floors.	Sft	4509.00	3.02	13617.18
6	P/L first class solid burnt brick masonry set in cement sand mortar 1:5 in straight or curved walls of 9" to 13.5" thickness i/c scaffolding, raking out joints and curing etc. complete in super structure.	Cft	40.00	121.76	4870.40
7	Plastering 3/4" thick in patches/ full length in cement, sand mortar 1:4 including curing and scraping old damaged portion in regular shaped and removal of rubbish from the site etc complete as per direction of Engineer Incharge in any floor.	Sft	250.00	30.15	7537.50
8	Dismantling of Bricks Masonry & R.C.C Slab	Sft	115.00	12.00	1380.00

9	Providing and Fixing Porcelain granite floor tiles 16" x 16" (Master or Shabbir) on existing mosaic floor fixing with tile fixing bond including skirting on walls complete in all respects	Sft	1765.00	277.47	489734.55
10	Providing & Fixing G.I frames/(Chowkhats) of size 7" x 2" or 4 1/2" x 3" for door using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage, tools and plants used in making and fixing as directed.	Rft	30.00	228.90	6867.00
	<b>Total</b>				<b>728180.31</b>
	<b>Electrical Work</b>				
1	<b>Wiring for Light or Fan point</b>				
	Wiring for light or fan point with 2-3/.029 PVC insulated wire in 20mm (3/4") PVC conduits recessed on surface as required	Point	50.00	797.00	39850.00
2	<b>For Light Circuit Wiring</b>				
	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed on surface as required	Mtr	680.00	171.00	116280.00
3	<b>A Flush Type Socket/ Switch</b>				
	Providing & Fixing one way SP 10A flush type socket/ switches as required	No:	60.00	54.00	3240.00
4	<b>Fans</b>				
	Providing & Fixing Brass Bracket Fan (good quality) Pak Fan	No:	19.00	4500.00	85500.00
5	<b>Lights</b>				
	Energy Saver Philips Company	No:	40.00	497.00	19880.00
6	Providing & Fixing multipin switch (double universal)	No:	18.00	400.00	7200.00
	<b>Total</b>				<b>271950.00</b>
	<b>Net Total</b>				<b>1000130.31</b>

# **Summary of works**

## ***Renovation of Accounts Branch***

Total Amount of  
Scheduled Items

Rs. 1000130.31

% Above / Below

***Net Bid Amount***





# PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN

**DISTT: SHAHEED BENAZIRABAD**

- Earnest Money (3%) Rs. \_\_\_\_\_
- Security Deposit – (including Earnest Money) upon signing of Agreement (3%) (this deposit will be in accordance with paras 516 & 521-A of Sindh PWD Manual). Rs. \_\_\_\_\_
- Percentage, if any, to be deducted from bills (\_\_\_\_\_ Percent) (This percentage where no security Deposit is taken will vary from 5% to 10% according to the Requirement of the case. Where security deposit is taken, see Note to clause 1 of conditions of contract). \_\_\_\_\_ percent
- Time allowed for work from the date of written order to Commence. \_\_\_\_\_

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to University the sums of money mentioned in the said conditions.

Call deposit No. \_\_\_\_\_ dated \_\_\_\_\_ from the \_\_\_\_\_ at \_\_\_\_\_ in respect of the sums of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is herewith forwarded representing the earnest money.

- Full value of which is to be absolutely forfeited to University should I/We not deposit the full amount of security deposit specified in the above memorandum, in \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be retained by University on account of such security deposit as aforesaid; OR
- Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) the full value of which shall be retained by University on account of Security deposit specified in clause 1(B) of the conditions:-

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20 .

- For contractor \_\_\_\_\_  
(Signature of contractor before submission of tender)

Address \_\_\_\_\_  
\_\_\_\_\_

- For Witness (1) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

- For Witness (2) \_\_\_\_\_  
(Signature of witness to Contractor's signature)

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

The above tender is hereby accepted by me on behalf of the PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN Nawabshah, Sindh, Pakistan.

Dated: \_\_\_\_\_

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Signature of Project Director

## **CONDITIONS OF CONTRACT(S)**

### **CLAUSE – 1: SECURITY DEPOSIT/ PERFORMANCE SECURITY.**

The persons / persons whose tender may be accepted (hereinafter called the Contractor) shall, within 10 days of the receipt y him of the notice of the acceptance of his tender, deposit with the project Engineer in cash or in Government securities, endorsed to the Project Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specify in the tender OR permit University at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him ) amount to \_\_\_\_\_ percent, (this will be the same percentage as that in the tender at (e) on page 3). Of all moneys so payable; such deductions to be held by University by way of security deposit: PROVIDED ALWAYS that in the event of the contract or depositing a lump sum by way of security deposit as contemplated at above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent (The amount of this % (not exceeding 10% will be fixed as 8% and the Security Deposit only amounts to 5% of the estimated cost of the work, then 3% should be deducted from every payment if the % is fixed at 10% and the Security Deposit only amount to 6% should be deducted and so on.) of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the Contractor for work done under the contract t make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum form ever such payment as last aforesaid. All compensation or other sums of money payable by the



Contractor to University under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due by University to the Contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid, the Contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired in writing.

**COMPENSATION FOR DELAY**

If the amount of the security deposit to be paid in a lump sum within the period specified above is not paid tender/contract already accepted shall be considered as canceled and legal steps taken against the Contractor for recovery of the amounts.

The security deposit lodged by a Contractor (in cash or recovered in installment form his bills) shall be refunded to him after the expiry of six months from the date on which the work is completed. The Project Director, shall however, exercise his discretion to refund security deposit to the Contractor either after six months from the date of completion of work or later along with the final bill if it is circumstances.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority, such check is necessary otherwise from the last date of recording the final measurement.

**CLAUSE – 2:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Project Director (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any exceeds one month, to complete:

1/4 of work in \_\_\_\_\_ of the time  
1/2 of work in \_\_\_\_\_ of the time  
3/4 of work in \_\_\_\_\_ of the time

And abide by the programme of detailed progress laid down by the Project Engineer. In the event of the contractor failing to comply with condition he shall be liable to pay as compensation an amount equal to one percent. Or such smaller amount as the Project Director (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; PROVIDED ALWAYS that the total amount of cost of the work as shown in the tender.

NOTE – 1: The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

NOTE – 2: For the purpose of determining stage-wise progress in this clause, it will be calculated on the actual expenditure incurred on the work at site which will include the payments made, cost of work not measured and the cost of materials brought to site and will not include the invisible expenditure including advances if any paid for labor and material, the overhead and administrative expense etc.

**CLAUSE – 3: ACTIONS WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED**

In all cases in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN, Nawabshah, shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

- To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of University.
- To employ labor paid by the University to carry out the work, or any part of the work, depositing the Contractor with the cost of the labor (as to the correctness of which cost and price the certificate of Project Director shall be final and conclusive against the Contractor) and crediting him with value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Project Engineer as to the value of the work done shall be final and conclusive against the contractor.
- To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of Project Director shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by University under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and the Project Director shall

have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

**CLAUSE – 4: ACTION WHEN THE PROGRESS OF ANY PARTICULAR POSITION OF THE WORK IS UNSATISFACTORY:**

In the progress of any particular portion of the work is unsatisfactory, Project Director shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such action.

**CLAUSE – 5: CONTRACTOR REMAINS/LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 AND 4.**

**POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT**

If any case in which any of the power conferred upon the Project Director by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under 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 Project Director taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of 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 rate, or in the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plant, material, 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 Project Director as to the expense of any such removal and the amount of the process and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**CLAUSE – 6: EXTENSION OF TIME**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Project Engineer in this matter shall be final.

Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for which period as he may think necessary or project.

Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extend as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**CLAUSE – 7: FINAL CERTIFICATE**

On completion of the work the Contractor be furnished with a certificate by the Project Director of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and shall have cleaned off any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measure by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose f the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE – 8: PAYMENT OF INTERMEDIATE CERTIFICATES TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to Cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees then thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall nay such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any away vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the dated fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE – 9: PAYMENT AT REDUCED RATES OF ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE AT THE DESCRIPTION OF THE PROJECT ENGINEER**

The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned in accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not

accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**CLAUSE – 10: BILLS TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects. In case the Contractor or his authorized agent is not present at site of the work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurement recorded by the engineer in charge or his authorized subordinate shall be treated as correct and binding on the contractor unless the Contractor within seven days of date of recording such measurements submit to the Project Director a detailed letter pointing out the errors of omissions in the recorded measurement. In case of such disagreement, the Project Director shall hold or cause to be held the site investigation and give his decision. The decision of the Project Director shall be final.

**CLAUSE – 11: BILLS PRINTED ON FORMS**

The Contractor shall submit all bills on his own printed forms. The bills shall be submitted to the Consultants in triplicate who will then scrutinize these bills and forward two copies to the Project Director and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**CLAUSE – 12: STORES SUPPLIED BY THE UNIVERSITY**

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Project Director such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of University and shall on no account be removed from the site of the, and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the University Stores, if the Project Director so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Project Director and he shall have no claim for compensation on account of any such material supplied to him as for said but remaining unused by him or for, any, wastage in or damage to any such materials.

**CLAUSE – 13: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Engineer and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**CLAUSE – 14: ALTERNATIONS IN SPECIFICATIONS AND DESIGNS, NOT TO INVALIDATE CONTRACTS**

The Project Director shall have power to make any alternations, in, or additions to the original specifications, drawings, 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 of the work, in accordance with any instructions in this connections which may be given to him in writing by the Project Director and such alternations shall not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below 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 rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at (-----) percent below/above the rates shown for such work in the Government of Sindh schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sindh Schedule of rates 1980 as amended from time to time, then the Contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Project Director through the consultants of the rate which it is his intention to charge for such class or work, and if the Project Director and the Consultants are satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the owner does not agree to this rate he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure then in such case prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the owner. In the event of a dispute, the decision of the Project Director will be final conclusive and binding.

**CLAUSE – 15: NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERNATION IN OR RESTRICTION OR WORK**

If at any time after the execution of the contract documents the Project Director shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact

to the Contractor, who shall thereupon have no claim to any payment of 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 so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction which may involve any curtailment of the work as of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates determined by the Project Director provided they are not in excess of requirements and are of approved quality.

**CLAUSE – 16: TIME LIMIT FOR UNFORESEEN CLAIMS**

Under no circumstances whatsoever shall the Contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Project Director within one month of the cause of such claim occurring. The contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit, as far as possible, documentary evidence in support of the reasons and the calculations for such claim., the claim shall not be considered as valid or payable unless and the scrutinized and accepted by the Consultant and Project Director & will become payable only to the extent upto which it has been accepted by the Project Director.

**CLAUSE – 17: ACTION AND COMPENSATION IN CASE OF BAD WORK**

If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, 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 are otherwise not in accordance with the contract, shall be lawful for the Project Director to intimate this act in writing to the contractor and then notwithstanding the fact that the work, materials or articles ;complained of may have been inadvertently passed, certified and paid for, the Contractor shall be found forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles, and provide other proper and suitable material 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 Project Director in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in the case of any such failure the project director may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense and all respects of the contractor. Should the Project Director consider that any such inferior work or materials as described above may be accepted or made use of , it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.

**CLAUSE – 18: WORK BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Director or his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Director or his subordinate to visit the work

shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as f they had bee n given to the Contractor himself.

**CLAUSE – 19: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than five days notice in writing to the Project Director or his subordinate In-Charge of the work before covering up or otherwise placing beyond the reach of check inspection & measurement any work in order that the same may be verified, checked, inspected and measure, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of verification, check, inspection & measurement, and shall not cover up or place beyond the reach of consent in writing of the Project Director or his subordinate i-Charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection and measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**CLAUSE – 20: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR THREE MONTHS AFTER CERTIFICATE**

If the contractor of his workmen, or servants shall break, deace, injure or destroy any part of a building in which the ma be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc, or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate f completion, final or otherwise, by the Project Engineer, the Contractor shall make good the same on his own expense, or in default the Project Director may can the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director shall be final) from any sums that may then be due or may thereafter become due to the Contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against otherw2orks with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.

**CLAUSE – 21: CONTRACTOR SUPPLY PLANT LADDERS, SCAFFOLDING ETC. AND IS LIABLE FOR DAMAGES ARISING ON PROVISION OF LIGHTS, FENCING ETC.**

The Contractor shall supply at his own cost call material (except such special materials; if any, as may, in accordance with the contract, be supplied from the University Stores), plant, tools, appliances, implement, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project Director as to any matters 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 material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement ore examination at any time and from time to time of the work or the material, failing this the same may be provided by the



Project Director 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 or the proceeds of sale thereof, of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the publish from accident, and shall also be bound to bear the expense defense of every suit, action or other legal proceeding, that may be brought by any person for injury stained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.

**CLAUSE – 22: MEASURES FOR PREVENTION OF FIRE**

The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Project Engineer.

When such permit is given, and also all case when destroying cut or dog up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.

The Contractor make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labor employed in connection with the execution of the works as also for the use of his labor employed in connection with the execution of the works as also for use on the works itself. However, in case if the contractor is not able to make his own arrangement for water, the same could at the discretion of the Project Engineer be supplied by the owner in which case the recovery against the water charges at 2% of the cost of those items of work in which the water is used in the construction shall be made from the bills of the Contractor.

**CLAUSE – 23: LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA**

Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of University Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director or such other office as he may appoint and the estimates of the Project Director shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deduced by the Project Director from any sums that may be due or become due from University of the Contractor under this contract of otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, partly or authority for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**CLAUSE – 24: EMPLOYMENT OF FEMALE LABOR**

The employment of female labors on works in the neighborhood of soldiers, barracks should be avoided as far as possible.

**CLAUSE – 25: WORK IN FRIDAYS**

No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Engineer.

**CLAUSE – 26: WORK NOT TO BE SUBJECT CONTRACTOR MAY BE RESCINDED & SECURITY DEPOSIT FORFEITED**

The contract shall not be assigned or sublet without the written approval of the Project Director. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director by notice in writing, produce then for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be give, promised or offered by the Contractor or any of this servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or in directly interested in the contract or if the Contractor does not keep accounts or fails to produce then as aforesaid, the Project Director may be notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the me consequences shall ensure s if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**CLAUSE – 27: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**CLAUSE – 28: CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director for his information.

**CLAUSE – 29: WORK TO BE UNDER DIRECTOR OF CONSULTANT AND PROJECT DIRECTOR**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Consultant and Project Director for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commended, and from time to time carried on.

**CLAUSE – 30: DECISION OF PROJECT DIRECTOR TO BE FINAL**

Except where otherwise specified in the contract and subject to the powers delegated to him by Authority under the Code rules then in force, the decision of the Project Director shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter, or the ting whatsoever in any way rising out of, or relating to the contract, design, drawings,

specification, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**CLAUSE – 31: LUMP SUM IN ESTIMATES**

When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount of Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14. Provided always that in case of the percent rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any item of work including the lump sum items or market rates which are outside the current Government Schedule of Rates.

**CLAUSE – 32: ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Sindh PWD specifications and in the event of there being no Sindh PWD specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director. The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the current Government Schedule of Rates.

**CLAUSE – 33: DEFINITION OF WORK**

The expression Work or Work where used in these conditions shall, unless there be something in the subject of context repugnant to such construction be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered, substituted or additional.

**CLAUSE – 34: CONTRACTORS PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL**

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE – 35: REFUND OF QUARRY FEES AND ROYALTIES**

All quarry fees, royalties, octroi, dues, ground rents, local & Government taxes and rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the Contractor as a final charge and no refund of this account shall be allowed by the University.

**CLAUSE – 36: COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) as amended up to date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by University from the contractor under sub-section (2) of the said section such; compensation shall be recovered in the manner laid down in Clause 1 above. The contractor shall

also discharge all other liabilities in relation to the current Government of local legislations with respect to the Labor Laws and other Fringe benefits like Health and Insurance cover, Old Age benefits etc. for all his labor including the administrative and supervisory staff.

**CLAUSE – 37-A: CLAIM FOR QUANTITIES AS PER SCOPE OF WORK SHOWN ON DRAWINGS**

The quantities of different items of work shown in the schedule-B attached to this tender are only approximate. The actual quantities of different items as done at site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.

**CLAUSE – 37-B:** Where due to change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases up to 30% at the cost as shown in the MEMORANDUM (exceeding those cases there the total cost has increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM, it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total cost of the work, there shall be no financial limit to it and that the entire work shall be done at the same rate and under the same terms and conditions as the main tender.

**CLAUSE – 38: EMPLOYMENT OF FAMINE ETC. LABOR**

The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer.

**CLAUSE – 39: CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK**

No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.

**CLAUSE – 40:** No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the loan or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for any extra rate shall be entertained, unless otherwise expressly specified.

**CLAUSE – 41: ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask the measurements of or a payment for work.

**CLAUSE – 42: MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF DONKEYS OR OTHER ANIMALS**

- No Contractor shall employ any person who is under the age of 12 years.
- No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

- The Contractor shall not employ any labor who has any contagious disease or is a habitual narcotic user or is so sick and unfit for manual labor as to create a hazard for his health or life.
- The Project Director or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any Delay caused in the completion of the work by such removal.

Any Contractor who does not accept these conditions shall not be allowed to tender, for works and his name shall be removed from the list of Contractors.

**CLAUSE – 43: PAKISTANI TIMBER TO BE USED**

As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.

**CLAUSE – 44: CERTIFICATE FOR CONCESSIONARY FREIGHT OF CHARGES FROM THE RAILWAY**

If any material, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director of the to the effect that the materials are required for university works thereby enabling them to have the benefit of any so allowed under the rules from the railways. In case, however, such a concession is withdrawn by the railways at any times, no claim shall be made against University of this account.

**CLAUSE – 45: PROCEDURE FOR ACCEPTANCE OF TENDERS WHEN TENDERED RATES ARE SAME**

When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tires.

**CLAUSE – 46: RECOVERY OF DUES FROM CONTRACTOR AS AREAS LAND REVENUE**

Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.

**CLAUSE – 47: PARTNERSHIP M. L. As. IS FOR BIDDER**

The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.

**CLAUSE – 48: PAYMENT OF TAXES**

The Contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.

**CLAUSE – 49: INTEREST OR SHARE UNIVERSITY SERVANT IN THE WORK**

The Contractor shall certify that no University Servants, Government servants of a Corporate Body directly controlled by the government has directly or indirectly any share or interest in this work.

**CLAUSE – 50:** The Contractor will not be allowed to withdraw his tender and ask for the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

**CLAUSE – 51:** Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor, the liability of the contractor for the purposes of "Defect Liability" shall extend for the period of 12 months from the date of issue of satisfactory completion certificate for removal including replacement of any defect found in the works due to faulty construction or any other cause directly attributed to and as result of defective work. The 50% of the security deposit will be returned to the contractor six months after the issue of satisfactory completion certificate and removal of defects, if any, and the remaining 50% deposit will be refunded 12 months after removal of defects, if any or 12 months after issue of the completion certificate whichever is latter.

**CLAUSE – 52:** The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Engineering Staff and trained and experienced artisans in addition to the usual team of workmen and labor in accordance, in general, to the following scales.

Work consisting upto Rs. 2.0 Lacs  
Work consisting upto Rs. 15.0 Lacs  
Works costing Rs. 15.0 Lacs

Only artisans  
A Diploma Holder  
A Professional Engineer registered with  
Pakistan Engineering Council

**CLAUSE – 53: FORCE MAJEURE**

The Parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. Each party will advise the other party by written notice within 30 days of the occurrence of any such case of force majeure employed therein shall mean acts of the Public Enemy Wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earthquakes, another causes of similar nature which render the performance of this agreement unfeasible and in spite of the exercise of due diligence the party seeking excuse from performance is unable to overcome.

## **SPECIAL CONDITIONS**

**CLAUSE – 54:** The Mobilization Advance will be extended to the contractor upto 10% of the contract cost against the irrevocable bank guarantee of amount equal to the mobilization advance. The contractor shall have to pay interest on the Mobilization Advance at the rate of 10% per annum. The advance including the interest shall be recovered in 5 equal installments.

**CLAUSE – 55:** The period of \_\_\_\_\_ (Name of item) as on \_\_\_\_\_ (date of receipt of tenders) fixed by the \_\_\_\_\_ (Name of authority/manufacture) is Rs. \_\_\_\_\_ per \_\_\_\_\_ should there be any change in the above price by the manufacturer during the currency of the contract, the difference will be payable to or, as the case may be, recoverable from the contractor. The effect of the revision of the prices will be confined only to the quantity of the items which is actually consumed after the date of such revision.

**CLAUSE – 56:** The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution wherever required including making complete arrangements for storage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in work will be recovered from the bills of the contractor @2% (two percent) of the cost of those items of work on which water is used.

**CONTRACTOR**

Witness \_\_\_\_\_

**PROJECT DIRECTOR**

Witness \_\_\_\_\_

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

**CONSULTANTS**

**NOTES:**

- All works shall be carried out as per Public Works Department Hand Books, Specifications currently adopted by Government of Sindh or as directed.
- Rates quoted include clearance of Site (prior to commencement of works) and at its work under all re-associates and hold good work under all conditions of Site.
- Contractors shall quote rates on items rates (non-schedule items) giving rates in figures and words and giving total according to estimated quantity for each item and total works.
- The rates shall include charges for cartage to and from any distance. No claim shall be entertained or increase of rates allowed on this account.

- Fine and coarse aggregate shall be as per latest British Standard Specification 882 Coarse aggregates shall be founded and shall have the following grading.

3/4" Sieve	100%
3/8" Sieve	45 – 75 %
3/16" Sieve	30 – 48 %
No. 7 Sieve	23 – 42 %
No. 14 Sieve	16 – 34 %
No. 25 Sieve	09 – 27 %
No. 52 Sieve	02 – 12 %
No. 100 Sieve	01 – 1.5 %

Maximum allowable slump 2 inches

Minimum Cement Content 605 lbs/cubic yard

- Periodical samples of concrete (cube or cylinder) will be tested to confirm to the specifications of strength requirement of the structural members e.g.
  - Roof Slab etc. Not less than 3000 psi
  - Tank Not less than 3750 psi

(Cost of all such testing will be borne by the Contractor)
- Separate premium for each part may be quoted i.e. Civil, Plumbing and Electrification. If quoted rates for any part are considered high it will not be let-out and re-invited.

### FORM OF PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
 (Name and address of Contractor)

\_\_\_\_\_  
 \_\_\_\_\_

as Principal (hereinafter called the "Contractor") and \_\_\_\_\_

\_\_\_\_\_



(Name, Title and Address of the Surety)

---

as surety (hereinafter called the "Surety") are held and firmly bound unto

---

(Name and Address of the Employer)

---

as obliged (hereinafter called the "Employer" in  
amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_)

The payment of which sum, well and truly to be made, the Contractor and the surety bind themselves, their assessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Contractor has entered into a written Contract Agreement with the Employer dated \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_ for \_\_\_\_\_ in  
(Name of Work)

accordance with the plan and specifications and amendments hereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW THEREFORE** the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**WHENEVER** the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly.

- Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total no exceeding the amount of this Security.
- Obtain a bid or bids for submission to the Employer for completing he Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of lowest responsive bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even through there should be default of a succession of defaults under the contract or contractors of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract Value; but no exceeding including other costs and damages for which the Surety maybe liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph shall mean the total amount payable by the Employer to the Contractor: or
- Pay the Employer the amount required by he Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security be instituted before the issue of the taking-over certificate.

No right of action shall accrue on this security to or for the use of any person or corporation other than the Employer named herein or heirs, executors, administrators or successors of the Employer.

Signed on: \_\_\_\_\_  
(Date)

On behalf of \_\_\_\_\_  
(The Surety)

By \_\_\_\_\_  
(Name)

In the capacity of \_\_\_\_\_  
(Designation)

In the presence of \_\_\_\_\_  
(Witness)

B.O.Q

**Renovation of Children OPD/ Physiotherapy OPD**

Sr.	Description	Unit	Quantity	Rate	Amount
<b>Civil Work</b>					
1	Distempering with vinyl distemper (ICI/Berger/Dulux) of approved make and shade in two coats over and i/c the cost of one priming coat, sand papering, dusting and filling the holes, cracks and inequality if any, at any height at any floor.	Sft	3200.00	10.43	33376.00
2	Painting with enamel paint (ICI/Burger/Dulux) paint vip of approved shade two coats over and including the cost of one priming coats complete over plastered surface at any height in any floor.	Sft	10156.00	17.72	179964.32
3	Preparing surface & painting of doors and windows any type (including Edges)	Sft	2200.00	15.00	33000.00
4	Applying chemical polishing on existing mosaic/ marble flooring/ dado including cleaning, grinding with carborandum stone/ sand paper and applying chemical polish as per requirement.	Sft	3820.00	36.60	139812.00
5	First class deodar wood wrought joinery in doors and windows etc, fixed in position excluding chowkats, cleants, handles and cords etc. Deodar paneled or paneled and glazed or fully glazed 2" thick complete	Sft	350.00	950.00	332500.00
6	P & F best quality deodar frames for doors, windows, ventilators, clerestory windows, shelves, partitions, trellis work, etc as required.	Cft	100.00	2500.00	250000.00
7	Providing & Applying French Polish complete as required by Engineer Incharge.	Sft	90.00	19.52	1756.80
8	P/L reinforcement cement concrete using graded crushed stone 3/4" (19mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 including form work and its removal compacting, curing etc but excluding the cost of reinforcement in: 1:2:4 plinth beam/ raft beam/ lintel beam & roof slab in G.F	Cft	30.00	349.00	10470.00
9	P & F water closet with coupled flushing cistern including all accessories and fittings, waste and traps, CP flexible pipe, tee stop cock with check nut, thimble all joints to service and drains plugging and screwing as necessary to the structure. European Commode including seat and cover.	No:	2.00	1200.00	2400.00

10	Providing & Fixing Bath Shower including Steel Rod & CP nipple complete in all respects as directed.	No:	2.00	700.00	1400.00
11	P/F Flush Tank (Dawn) complete in all respects as directed by Engineer Incharge	No:	6.00	2500.00	15000.00
12	P/F Basin Mixer 1/2 dia plastic/ powder coated of master make as directed by Engineer incharge.	No:	3.00	4000.00	12000.00
13	P/F chromium plated bib-cock, stop cock under ground stop cock(Master / Sonex) etc. complete.	No:	20.00	700.00	14000.00
14	P/F 24" X 18" looking Mirror of imported glass of 5mm thick fixing with CP clamps and screws etc. Complete.	No:	6.00	1200.00	7200.00
15	Scraping, rubbing & cleaning white wash, color wash & oil free distemper i/c removing of rubbish etc as per direction of Engineer Incharge complete in all floors.	Sft	13356.00	2.00	26712.00
16	P/F the sewerage UPVC (schedule 41.E PAK ARAB) pipes and specials etc including cutting, excavating and fittings complete including the cost of breaking through walls and roof making good etc. after cleaning the pipes and cartage with in 10 miles (working pressure).				
	4" dia	Rft	200.00	240.00	48000.00
17	P/F PPRC 3/4" dia pipe as per directions of Engineer Incharge	Rft	350.00	110.00	38500.00
18	Providing & Fixing 3/4" dia Concealed Cock (Sonex) including show cup, head cap, U bands & Cold and hot water mixer complete in all respects as directed by Engineer Incharge	No:	6.00	1300.00	7800.00
19	P/L first class solid burnt brick masonry set in cement sand mortar 1:5 in straight or curved walls of 9" to 13.5" thickness i/c scaffolding, raking out joints and curing etc. complete in super structure.	Cft	360.00	121.00	43560.00
20	Plastering 3/4" thick in patches/ full length in cement, sand mortar 1:4 including curing and scraping old damaged portion in regular shaped and removal of rubbish from the site etc complete as per direction of Engineer Incharge in any floor.	Sft	700.00	30.00	21000.00
21	Dismantling of Bricks Masonry & R.C.C Slab	Sft	400.00	10.00	4000.00
	<b>Total</b>				<b>1222451.12</b>
	<b>Electrical Work (Scheduled Items)</b>				
1	<b>Wiring for Light or Fan point</b>				
	Wiring for light or fan point with 2-3/.029 PVC insulated wire in 20mm (3/4") PVC conduits recessed in the wall or column as required	Mtr	100.00	173.00	17300.00
2	<b>For Light Circuit Wiring</b>				

	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required	Mtr	300.00	222.00	66600.00
<b>3</b>	<b>For Power Circuit Wiring</b>				
	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.036 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required	Mtr	200.00	252.00	50400.00
<b>4</b>	<b>For AC Wiring</b>				
	Providing & Laying (Main or Sub-Main) PVC insulated with size 2-7/.044 (6mm <sup>2</sup> ) copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required	Mtr	200.00	341.00	68200.00
<b>5</b>	<b>Wiring For Call bell</b>				
	Wiring for Call Bell point with 2-3/.029 PVC insulated wire in 20mm (3/4") PVC conduits recessed in the wall or column as required	Point	1.00	1764.00	1764.00
<b>6</b>	<b>A Flush Type Socket</b>				
	Providing & Fixing 20A Flush Type Socket switch unit	No:	20.00	58.00	1160.00
<b>7</b>	<b>Fans</b>				
	Providing & Fixing Brass Ceiling Fan S6" (good quality) Pak Fan	No:	19.00	3185.00	60515.00
<b>8</b>	Providing & fixing DP I/C Change over switch 500 volts 60Amp on a prepared board	No:	1.00	3560.00	3560.00
	<b>Total</b>				<b>269499.00</b>
	<b>Electrical Work (Non-Scheduled Items)</b>				
<b>9</b>	<b>Lights</b>				
i	Tube Light basic batten. TMS-015/136, surface type, TLD, 1x36 watts white day lamp Philips Company	No:	10.00		
ii	Energy Saver Philips Company	No:	35.00		
<b>10</b>	<b>Exhaust Fan</b>				
i	12" Sweep General Exhaust Fan	No:	4.00		
ii	Fan Dimmer	No:	5.00		
<b>11</b>	Providing & Fixing multipin switch	No:	26.00		
<b>12</b>	Supply & Installation of split type A.C unit consisting of evaporator unit with matching condensing unit of (2 TR) capacity. As required	No:	6.00		
	<b>Total</b>				

<b>Summary of works</b>	
<b><i>Renovation of Children OPD/ Physiotherapy OPD</i></b>	
Total Amount of Non-Scheduled Items	Rs.
Total Amount of Scheduled Items	Rs. 1491950.12
% Above / Below	
<b><i>Net Bid Amount</i></b>	