



Establishment of Women University at Sukkur

A Project of

Shah Abdul Latif University Khairpur

Tel # +922439280061 Fax +922439280360 email.womenuni.suk@salu.edu.pk

No.PD-WU-Suk/ S.I/16:

dated 21.09.2016

NOTICE INVITING TENDER FOR CONDUCTING OF SOIL INVESTIGATION OF THE LAND FOR ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR

Sealed item rate tenders are invited from all the interested contactors / Firms / Companies / Supplier registered with Income Tax / Sindh Revenue Board and fulfill eligibility criteria under the SPPRA rules are invited to participate in the following tender.

Sr.#	Name of Work	Tender Fee	Completion Period	Earnest Money	Date of Purchase	Date of Submission & Opening
1	Soil Investigation for the land (30 acres) for Establishment of Women University at Sukkur	Rs.2000/=	02 Months	2%	27.09.2016 to 12.10.2016	13.10.2016

Tender documents can be had from the office of the undersigned on the payment of Rs.2,000/- in the shape of Pay Order / Demand Draft (Non-Refundable) in favour of Project Director, Women University, Sukkur, Sindh, personally or by mail on any working day except the day of submission of applications or can be downloaded from SPPRA website www.pprasindh.gov.pk from 27.09.2016 to 12.10.2016 and will be submitted on 13.10.2016 upto 11.00 a.m and same will be opened on the same day at 11.30 a.m in the committee room of Vice Chancellor, Shah Abdul Latif University Khairpur in presence of Consultant(s)/ representatives of firm (s) whosoever will be present at that time. Any conditional or un-accompanied of the earnest money tender will not be considered in the completion.

The Procuring Agency reserve the right to reject any or all bids subject to relevant provision SPPA Rule-2010 (amended 2013) and may cancel the bidding process at any time prior to acceptance of a bid or proposal under Rule-25 of the said rules.

In case of holiday announcement or disturbance the tender will be opened on the next working days as per schedule.

(Dilawer Ali Mangi)
Project Director
Women University Sukkur
At Shah Abdul Latif University
+923002103365



Shah Abdul Latif University Khairpur

No. ADMIN/SALU/Khpr/WU-Suk/2057 date the 4-05-2016

NOTIFICATION

In pursuance of Rule - 7 of the Sindh Public Procurement Rules, 2010 a Procurement Committee comprising of following Officers for procurement of goods under scheme "Establishment of Women University at Sukkur" is constituted as under:-

- | | |
|---|----------|
| 1. Project Director,
Women University Sukkur | Chairman |
| 2. Director, Planning & Development
Shah Abdul Latif University Khairpur | Member |
| 3. Bursar,
Shah Abdul Latif University Khairpur. | Member |

Tasks

- Preparing bidding document;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010;
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

By order of the competent authority

Registrar

No. ADMIN/SALU/Khpr/WU-Suk/

Khairpur, date the ___-05-2016

A copy is forwarded for information & necessary action to:

1. All Members of the Committee.
2. Secretary to Vice Chancellor, Shah Abdul Latif University Khairpur
3. The P.S to Secretary, Universities and Boards, Chief Minister's Secretariat Karachi.

Registrar



Shah Abdul Latif University Khairpur

No.ADMN/ SALU/Khpr/WU-Suk/

2058

date the 4-05-2016

NOTIFICATION

In pursuance of Rule – 31 of the Sindh Public Procurement Rules, 2010 a Complaint Redressal Committee comprising of following Officers is constituted as under to resolve complaint's of aggrieved bidders /consultants/ consulting firm (s) under scheme "Establishment of Women University at Sukkur" is constituted as under:-

- | | |
|---|------------------|
| 1. Pro-Vice Chancellor,
Shah Abdul Latif University Khairpur | Chairman |
| 2. Representative of Accountant General Sindh
Shah Abdul Latif University Khairpur | Member |
| 3. Project Director, Womer University Sukkur | Member/Secretary |

To Rs

- To perform according to rule of SPPRA, 2010;
- Perform any other function ancillary and incidental to the above.

By order of the competent authority

Registrar

NOADMN /SALU/Khpr/WU-Suk/

/

Khairpur, date the ___-05-2016

A copy is forwarded for information & necessary action to:


1. Accountant General Sindh, Karachi.
2. All Members of the Committee.
3. Secretary to Vice Chancellor, Shah Abdul Latif University Khairpur
4. The P.S to Secretary, Universities and Boards, Chief Minister's Secretariat Karachi.

Registrar



"Establishment of Women University at Sukkur"
A Project of
SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR
ANNUAL PROCUREMENT PLAN
(Works, Goods and Services)
(2016-2017)

S#	Description of Procurement	Quantity where applicable	Estimated unit cost where applicable	Estimated total cost	Funds Allocated	Source of Funds (ADP/ Non-ADP)	Proposed Procurement method	Timing of Procurement				Remarks		
								1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.			
	Conducting of Soil Investigation of Land for "Establishment of Women University at Sukkur".				100.00 Million	ADP	Single Stage Single envelope procedure		To be initiated & to be completed					


Project Director
Women University Sukkur

**ESTABLISHMENT OF WOMEN UNIVERSITY
AT SUKKUR.**

**BILL OF QUANTITIES FOR
GEOTECH INVESTIGATION**

1 Item	2 Description	3 Quantity	4 Unit	5 Rate Rs.	6 Amount Rs.
1	Mobilize boring and drilling equipment and plants etc, move boring and drilling equipment etc, from one borehole to other at each site and demobilize from last borehole. This include mobilisation of personel etc complete.	15	--		
2	Boring and drilling in all kinds of strata upto 20m (165-ft) depth, or hand rock, including casing and taking disturbed sample and logging as specified.	400	Lin.m		
3	Drilling through rock by rotary drilling method including raking continuous rock core samples, provision of casing, recovery and preservaion of casing, recovery and preservaion of core to any depth. (Minimum depth thorough rock will be 3m (10-ft) at bottom of the bore hole of hard rock strata is intercepted.	60	Nos.		
4	Carry out standard penetraion test (SPT) at 1.5 m interval or change of strata, whenever applicable depending upon stratigraphy. (Mimimum 10 for each bore hole)	200	Nos.		
5	Taking undissturbed soil samples. (Mimimum 3 for each bore hole)	60	Nos.		
6	Perform the following tests:	100	Nos.		
a	Grain Size Analysis (Mimimum 3 for each bore hole)				
b	Liquil and plastic limit (Mimimum 3 for each bore hole)	100	Nos.		
c	Natural moisture content (Mimimum 3 for each bore hole)	100	Nos.		
d	Specific gravity (Mimimum 3 for each bore hole)	100	Nos.		

e	Unit weight (Mimimum 3 for each bore hole)	60	Nos.		
f	Unconfined compression (Mimimum 3 for each bore hole)	60	Nos.		
g	Direct Shear (Mimimum 3 for each bore hole)	60	Nos.		
h	Traxial (UU) (Mimimum 1 for each bore hole)	20	Nos.		
i	Consolidation (Mimimum 1 for each bore hole)	20	Nos.		
j	Organic Matter (Mimimum 1 for each bore hole)	20	Nos.		
k	Sulphate Content (Soil and Water) (Mimimum 1 for each bore hole)	20	Nos.		
l	PH (soil and water) (Mimimum 1 for each bore hole)	20	Nos.		
m	Total dissolved salt (water) (Mimimum 1 for each bore hole)	20	Nos.		
n	Chloride (Soil and water) (Mimimum 1 for each bore hole)	20	Nos.		
o	Dry Density on rock core if rock strara is intercepted (Mimimum 1 for each bore hole)	20	Nos.		
p	Specific Gravity and absorption on rock core (Mimimum 1 for each bore hole)	20	Nos.		
q	Unconfined compression rock core (Mimimum 1 for each bore hole)	20	Nos.		
7	Perform plate loading tests (As Shown)	9	Nos.		
8	Perpare and supply ten copies of report	10	Nos.		
				TOTAL	


Project Director
 Women University, Sukkur.

Contractor

“Establishment of Women University at Sukkur

A Project of

SHAH ABDUL LATIF UNIVERSITY KHAIRPUR



Bidding Documents
CONDUCT OF SOIL INVESTIGATION OF
LAND FOR ESTABLISHMENT OF
Women University @ Sukkur

- ▣ **Conditions of Contract**
- ▣ **Bill of Quantities**

“Establishment of Women University at Sukkur

RECEIPT

Issued to M/s. _____

Rs. 2000/= (Non-Refundable Non-Transferable)

Cash/Pay order / Demand Draft No. _____ Date _____

Project Director
Women University Sukkur

ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR

DEFINITIONS

In the Contract (as hereinafter defined) the following words and expression shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. "Employer" means the Women University Sukkur solely represented by the Project Director Women University Sukkur.
- b. "Contractor" means the person or persons, firm or Company whose tender has been accepted by the Employer and includes Contractor's persons representative, successors and permitted assigns.
- c. "Consultants" means Consultant, who prepared the Drawings, Designs and these Documents, will provide consulting services to the Employer during constructions.
- d. "Project Director" means the assistant of Project Director appointed by the Employer the Executive Engineer is also same person.
- e. "Works" means all the works and things to be executed, supplied or done in accordance with the Contract.

ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR

Percentage Rate Tender and Contractor for Works.

(i) GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF THE CONTRACTORS

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Project Director and signed by the Project Director or shall be advertised or intimated to the pre-qualified Contractors.

The forms will state the works to be carried out, as well as the date for submitting and opening of tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bill. It will also stated whether a refund of quarry fees, royalties, octori dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rate schedule rates and any other documents, required in connection with the work shall be signed by the Project Director for the purpose of identification and shall also be open for inspection by Contractors at the office of the Project Director and the Consultants during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. In the case of a registered Company, all the documents shall be signed by the Managing Director. A copy of the article of association of empowering the Managing Director to enter into the contract on behalf of the company shall be filed with the Project Director in case this has not been done earlier.
3. In the event of any of the tender being accepted by the University, the contract will be completed and signed by an authorized person on behalf of the successful tender who shall _____ irrevocable general power of attorney authorizing him to sign the contract and to do all such things and acts on behalf of the tenderer in pursuance of execution and performance of the Agreement which among other acts shall also include submission of progressive and final bills receiving payments and signing acknowledgements for the same, receiving and acknowledgements of all instructions from the clients, and the Consultants, and implementing the same.
4. Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in Schedule B, "memorandum" showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the Scheduled rates shall be filled at page 3 of the tender as well as in clause 14 and any other relevant clause in the Tender Documents, which proposes

any alternation in the work specified in the said form of involution of tender, or in the time allowed for the work, which contains any other conditions, will be liable to rejection.

5. The Project Director or his duly authorized person shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractors shall for the purpose of identification, sign copies of the specifications and other documents mention in Rule 1. In the event of a tender being rejected the Project Director shall authorize the Accounts Officer concerned to refund the amount of the earnest money deposited, to the Contractor making the tender on his giving receipt for the return of the money.
6. The Officer competent to accept the tender shall have right of rejecting all or any of the tender without assigning any reason whatsoever.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relation to this tender or the contract shall be valid and binding on University unless it is signed by the Project Director.
8. The memorandum of work to be tendered for and their rates shall be filled in and completed by the office of the Project Director or the Consultants as the case may be before the tender form is issued. If a form issued to an intending tenderer has not been so filled and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the rules and custom of the Sind Public Works Department without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

(ii) TENDER FOR WORKS

I/we hereby tender for the execution, for the "ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR"(therein before and hereinafter referred to as "university" of the work specified in the underwritten memorandum within the time specified in such in such memorandum at (in figures as well as in words).

Percent below/above the rates entered in Schedule B (memorandum) showing items of work and the rates therefor to be carried out in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in the annexed conditions of contract.

(iii) MEMORANDUM

- a) General description As mentioned on title
- b) Estimated Cost Rs. _____
- c) Earnest Money (2%)
(The amount of earnest money to be deposited shall be in accordance with the provisions of paras 516 & 521-A of Sind PWD Manual). Rs. _____
- d) Security Deposit – (including Earnest Money) upon signing of Agreement (2%) (this deposit will be in accordance with paras 516 & 521-A of Sind PWD Manual). Rs. _____
- e) 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 requirements of the case. Where security deposit is taken, see note to Clause 1 of conditions of contract). _____
Percent
- f) 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.

- (a) The 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 accordance with Clause (1) (a) of the said conditions, otherwise the said sum of Rs. _____ (Rupees _____ only) shall be retained by University on account of such security deposit as aforesaid; OR
- (b) 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 .

1. For contractor _____
(Signature of contractor before submission of tender)
Address _____

2. For Witness (1) _____
(Signature of witness to Contractor's signature)
Address _____

Occupation _____

3. For Witness (2) _____
(Signature of witness to Contractor's signature)
Address _____

Occupation _____

The above tender is hereby accepted by me on behalf of the Women University Sukkur.

Dated: _____ **PROJECT DIRECTOR**

Signature of the Officers
By whom accepted.

-
- a) Strike out if no security deposit to be taken.
 - B) Strike out if any, cash security deposit is to taken.



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A Project of

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The Procuring Agency reserve the right to reject any or all bids subject to relevant provision SPPA Rule-2010 (amended 2013) and may cancel the bidding process at any time prior to acceptance of a bid or proposal under Rule-25 of the said rules.

In case of holiday announcement or disturbance the tender will be opened on the next working days as per schedule.

(Dilawer Ali Mangi)
Project Director
Women University Sukkur
At Shah Abdul Latif University
+923002103365

• **Bid Data Sheet**

Introduction	
ITB 1.1	Name of Procuring Agency: Women University Sukkur at Shah Abdul Latif University Khairpur.
ITB 1.1	ADP SCHEME
ITB 1.1	Name of Contract: Soil Investigation for the land (30 acres) for Establishment of Women University at Sukkur
ITB 4.1	Name of Procuring agency. Project Director, Women University Sukkur.
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers: Project Director, Women University Sukkur. C/O Vice Chancellor, Shah Abdul Latif University Khairpur.
ITB 8.1	Language of the bid. English
Bid Price and Currency	
ITB 11.2	The price quoted shall be: In addition to delivered duty paid (DDP) price.
ITB 11.5	The price shall be fixed.
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. Requirement for a minimum level of experience in a similar type of goods for which the Invitation for Bids is issued. And also meet the requirement.
ITB 14.3 (b)	Spare parts required for <i>[number]</i> of years of operation. N/A
ITB 15.1	Amount of bid security. Two percent of the bid amount.

ITB 16.1	<p>Bid validity period:</p> <p>The validity should be ninety (90) days.</p>	
ITB 17.1	Number of copies. One Original & One Copies	
ITB 18.2 (a)	<p>Address for bid submission:</p> <p>Project Director, Women University Sukkur. C/O Vice Chancellor, Shah Abdul Latif University Khairpur.</p>	
ITB 18.2 (b)	IFB title and number:	
ITB 19.1	Deadline for bid submission. 13.10.2016 upto 11.00 a.m	
ITB 22.1	<p>Time, date, and place for bid opening.</p> <p>on 13.10.2016 at 11.30 a.m at the committee room of Vice Chancellor, Shah Abdul Latif University, Khairpur.</p>	
Bid Evaluation		
ITB 25.3	<p>Criteria for bid evaluation.</p> <p>Criteria listed in ITB Clause 25.3 (e.g., 25.3 (b) and (c)), and in the reference under ITB 25.4 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained <i>Criteria (e.g., 25.4 (b) (i) and (c) (ii)).</i></p>	
ITB 25.4 (a)	One option only.	
ITB 25.4 (b)	<p>Delivery schedule.</p> <p>Relevant parameters in accordance with option selected:</p> <p>adjustment expressed as a percentage,</p> <p>Option (i)</p> <p>or</p> <p>Option (ii) adjustment expressed in an amount in the currency of bid evaluation,</p>	

<p>Option (iii)</p>	<p>or</p> <p>adjustment expressed as a percentage</p> <p><i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i></p>	
<p>ITB 25.4 (c) (ii)</p>	<p>Deviation in payment schedule.</p> <p>Annual interest rate.</p>	
<p>ITB 25.4 (d)</p>	<p>Cost of spare parts. N/A</p> <p><i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i></p>	
<p>ITB 25.4 (e)</p>	<p>Spare parts and after sales service facilities in the Procuring agency's country:</p> <p>After sales service facilities according to requirement required.</p>	
<p>ITB 25.4 (f)</p>	<p>Operating and maintenance costs. N/A</p> <p>Factors for calculation of the life cycle cost:</p> <p>(i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i></p> <p>(ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i></p> <p>(iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 25.4(d) requirements—and/or other inputs];</i> and</p> <p>(iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p>	

	<p>or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. 0.05%</p>	
ITB 25.4 (g)	Performance and productivity : required	
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications: According to criteria mentioned	
ITB 25.4 Alternative	Specify the evaluation factors. According to criteria mentioned	
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease. fifteen (15) percent	

CONDITIONS OF CONTRACTS

CLAUSE-1: SECURITY DEPOSIT

The Persons / Persons whose tender may be accepted (hereinafter called the Contractor) shall, within 10 days of the receipt by him of the notice of the acceptance of his tender, deposit with the Project Director in cash or in Government securities, endorsed to the Project Director (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 form 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 there from, or from any sums which may be due 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 it 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 stipulate 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 the 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 uncommenced, 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:

$\frac{1}{4}$ of the work in _____ of the time.
 $\frac{1}{2}$ do- _____ -do-
 $\frac{3}{4}$ -do- _____ -do-

and abide by the programme of detailed progress laid down by the Project Director.

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 tome 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 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 labour and material, the overhead and administrative expense etc.

CLAUSE-3: ACTION WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED.

In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to 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 the "ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR", shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

- (a) 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.
- (b) To employ labour paid by the University to carry out the work, or any part of the work, depositing the Contractor with the cost of the labour (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 the 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 Director as to the value of the work done shall be final and conclusive against the contractor.
- (c) 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 other authorized agent, required him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the 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 Director 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 for completion of the work for such 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 shall 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 doff the direct from all woodwork, doors, windows, walls, floors, or other parts of 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 measured 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 of 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 ten 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. 11 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 any 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 as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one months of the date 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 DIRECTOR

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 specification. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such items 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 for 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 held or cause to be held the site investigation and give his decision. The decision of the Project Director shall be final.

CLAUSE-11: BILLS TO 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: STORE SUPPLIED BY UNIVERSITY

If the specification or estimate of the work provides for the use of any special description of materials 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 materials 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 of effect of this contract specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as may 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 materials 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 proceed 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 materials supplied to the Contractor shall remain the absolute property of University and shall on no account remove from the site of the work, 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 Director 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 connection 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 Sind 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 Sind 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 notice 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 thereto 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 consequent 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 instructions which may involve any curtailment of the work as original contemplated. Where materials have already been collected at site 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 detrained 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 & 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 fact 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 bound 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 materials or articles, and provide other proper and suitable materials 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 time be open to the inspection and supervision of the Project Director or his subordinates, and the Contractor shall 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 a 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 verification, check, inspection and measurement any work without the consent in writing of the Project Engineer 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 & 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 or his workmen, or servants shall break, deface, 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 Director, the Bidder shall make good the same his own expense, or in default the Project Director may can the same to be made good by other 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 Bidder, 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, 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 materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, 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 Director.

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 shall make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labour employed in connection with the execution of the works as also for the use of his labour employed in connection with the execution of the works as also for use on the works itself, However, in case the contractor is not able to make his own arrangement for water, the same could at the discretion of the Project Director be supplied by the owner in which case the recovery against the

water charges at 2% of the cost of those items of work on which the water is use 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 labour whether in or beyond the limits of University Property including any damage, caused by the 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 the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director from any sums that may be due or become due from University of the Contractor under this contract or otherwise.

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

CLAUSE-24: EMPLOYMENT OF FEMALE LABOUR

The employment of female labourers 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 Director.

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 by any officer appointed by him in that behalf. Also id any bribe,

gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his 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 indirectly 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 same consequences shall ensue as 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 DIRECTION 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 commenced, 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 to 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 I such work shall be carried out in accordance with the Sind P.W.D. specifications and in the event of there being no Sind P.W.D. specification, 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 use in these conditions shall, unless there be something in the subject of context repugnant to such construction be construct 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 CROSS 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, royalty soctroi, 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 on 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 upto date for injuries cause 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 I above. The contractor shall also discharge all other liabilities in relation to the current Government of local legislations with respect to the Labour Laws and other Fringe benefits like Health and Insurance cover, Old Age Benefits etc. for all his labour 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 the 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 upto 30% at the cost as shown in the MEMORANDUM (excluding those case 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. Where, however, the Contractor agrees to take up the additional 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.LABOUR

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

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.

CLAUSE40: 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 land or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, soil / 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

- (i) No Contractor shall employ any person who is under the age of 12 Years.
- (ii) 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).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Contractor shall not employ any labour who has any contagious disease or is a habitual narcotic user or is so sick and unfit for manual labour as to create a hazard for his health or life.
- (v) 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 allowed to tender for works and his name shall be removed from the list of Contractors.

CLAUSE-43: PAKISTANI TIMBER TO BE USED

As per 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 tyres.

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 OF 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% security deposit will be refunded 12 months after removal of defects, if any or 12 months after issue of the completion certificate which ever is latter.

CLUASE-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 labour in accordance, in general, to the following scales.

Work consisting upto Rs.2.0 Lacs	Only artisans
Work consisting upto Rs.15.0 Lacs	A Diploma holder
Work costing Rs. 15.0 Lacs	A professional Engineer Registered with Pakistan Engineering Council

Such persons work on the job shall be deemed to the authorized agents at site of the Contractor and shall receive all orders and instructions of the Project Director/Consultants or their authorized representatives and shall also be responsible to maintain a work-order book and other registers at Site and shall forth with take actions to carry out the orders and instructions.

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 paid at the rate of 15% of the Tendered Cost to the Contractor without interest. This advance will be paid to the Contractor against Insurance guarantee registered with Pakistan Insurance Corporation recommended by the Consultants and approved by the University Authorities. The Insurance guarantee shall cover the entire period till full amount of mobilization advance is recovered. This advance shall be recoverable in four equal installments starting from the Contractor's second protrusive bill.

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

PROJECT DIRECTOR

Witness _____

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:

1. All works shall be carried out as per Public Works Department Hand Books, Specifications currently adopted by Government of Sind or as directed.
2. 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.
3. 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.
4. 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.
5. Fine and coarse aggregate shall be as per latest British Standard Specification 882 Coarse aggregate shall be founded and shall have the following grading.

¾" inch Sieve	100%
3/8 " inch Sieve	45-75%
3/16" inch Sieve	30-48%
No. 7 Sieve	23-42%
No. 14 Sieve	16-34%
No. 25 Sieve	9-27%
No. 52 Sieve	2-12%
No. 100 Sieve	0-1.5%

Maximum allowable slump 2 inches

Minimum Cement Content 605 lbs/cubic yard.

6. Periodical samples of concrete (cube or Cylinder) will be tested to conform to the specifications of strength requirements of the structural members e.g.
 - i. Roof Slab etc. - Not Less than 3000 psi cub strength
 - ii. Column and Tank - Not Less than 3750 psi cub strengthCost of all such testing will be borne by the Contractor.
7. Separate premium for each part may be quoted i.e. Civil, and Plumbing works. If quoted rates for any part is considered high it will not be let-out and re-invited.

**ESTABLISHMENT OF WOMEN UNIVERSITY
AT SUKKUR.
BILL OF QUANTITIES FOR
GEOTECH INVESTIGATION**

1 Item	2 Description	3 Quantity	4 Unit
1	Mobilize boring and drilling equipment and plants etc, move boring and drilling equipment etc, from one borehole to other at each site and demobilize from last borehole. This include mobilization of personnel etc. complete.	LS	--
2	Boring and drilling in all kinds of strata upto 20m (165-ft) depth, or hand rock, including casing and taking disturbed sample and logging as specified.	400	Lin.m
3	Drilling through rock by rotary drilling method including raking continuous rock core samples, provision of casing, recovery and preservation of casing, recovery and preservation of core to any depth. (Minimum depth thorough rock will be 3m (10-ft) at bottom of the bore hole of hard rock strata is intercepted.	60	Nos.
4	Carry out standard penetration test (SPT) at 1.5 m interval or change of strata, whenever applicable depending upon stratigraphy. (Minimum 10 for each bore hole)	200	Nos.
5	Taking undisturbed soil samples. (Minimum 3 for each bore hole)	60	Nos.
6 a	Perform the following tests: Grain Size Analysis (Minimum 3 for each bore hole)	100	Nos.
b	Liquid and plastic limit (Minimum 3 for each bore hole)	100	Nos.
c	Natural moisture content (Minimum 3 for each bore hole)	100	Nos.
d	Specific gravity (Minimum 3 for each bore hole)	100	Nos.

e	Unit weight (Minimum 3 for each bore hole)	60	Nos.
f	Unconfined compression (Minimum 3 for each bore hole)	60	Nos.
g	Direct Shear (Minimum 3 for each bore hole)	60	Nos.
h	Triaxial (UU) (Minimum 1 for each bore hole)	20	Nos.
i	Consolidation (Minimum 1 for each bore hole)	20	Nos.
j	Organic Matter (Minimum 1 for each bore hole)	20	Nos.
k	Sulphate Content (Soil and Water) (Minimum 1 for each bore hole)	20	Nos.
l	PH (soil and water) (Minimum 1 for each bore hole)	20	Nos.
m	Total dissolved salt (water) (Minimum 1 for each bore hole)	20	Nos.
n	Chloride (Soil and water) (Minimum 1 for each bore hole)	20	Nos.
o	Dry Density on rock core if rock strata is intercepted (Minimum 1 for each bore hole)	20	Nos.
p	Specific Gravity and absorption on rock core (Minimum 1 for each bore hole)	20	Nos.
q	Unconfined compression rock core (Minimum 1 for each bore hole)	20	Nos.
7	Perform plate loading tests (As Shown)	9	Nos.
8	Prepare and supply ten copies of report	10	Nos.

Bidding Documents

Soil Investigation of the land (30 acres) for
Establishment of Women University at Sukkur

(FINANCIAL PROPOSAL)

Part Two

Sample Forms

- 1. BID FORM
- 2. PRICE SCHEDULES.....
- 3. BID SECURITY FORM.....
- 4. CONTRACT FORM.....
- 5. PERFORMANCE SECURITY FORM.....

1. Bid Form and Price Schedules

Date:

IFB N:

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

_____	_____	_____
_____	_____	_____

(if none, state "none

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ . Page of _____

BILL OF QUANTITIES FOR GEOTECH INVESTIGATION

1 Item	2 Description	3 Quantity	4 Unit	5 Rate Rs.	6 Amount Rs.
1	Mobilize boring and drilling equipment and plants etc, move boring and drilling equipment etc, from one borehole to other at each site and demobilize from last borehole. This include mobilization of personnel etc complete.	LS	--		
2	Boring and drilling in all kinds of strata upto 20m (165-ft) depth, or hand rock, including casing and taking disturbed sample and logging as specified.	400	Lin.m		
3	Drilling through rock by rotary drilling method including raking continuous rock core samples, provision of casing, recovery and preservation of casing, recovery and preservation of core to any depth. (Minimum depth thorough rock will be 3m (10-ft) at bottom of the bore hole of hard rock strata is intercepted.	60	Nos.		
4	Carry out standard penetration test (SPT) at 1.5 m interval or change of strata, whenever applicable depending upon stratigraphy. (Minimum 10 for each bore hole)	200	Nos.		
5	Taking undisturbed soil samples. (Minimum 3 for each bore hole)	60	Nos.		
6	Perform the following tests:	100	Nos.		
a	Grain Size Analysis (Minimum 3 for each bore hole)				
b	Liquid and plastic limit (Minimum 3 for each bore hole)	100	Nos.		
c	Natural moisture content (Minimum 3 for each bore hole)	100	Nos.		
d	Specific gravity (Minimum 3 for each bore hole)	100	Nos.		
e	Unit weight (Minimum 3 for each bore hole)	60	Nos.		

f	Unconfined compression(Minimum 3 for each bore hole)	60	Nos.			
g	Direct Shear (Minimum 3 for each bore hole)	60	Nos.			
h	Traxial (UU) (Minimum 1 for each bore hole)	20	Nos.			
i	Consolidation (Minimum 1 for each bore hole)	20	Nos.			
j	Organic Matter (Minimum 1 for each bore hole)	20	Nos.			
k	Sulphate Content (Soil and Water) (Minimum 1 for each bore hole)	20	Nos.			
l	PH (soil and water) (Minimum 1 for each bore hole)	20	Nos.			
m	Total dissolved salt (water) (Minimum 1 for each bore hole)	20	Nos.			
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P	Specific Gravity and absorption on rock core (Minimum 1 for each bore hole)	20	Nos.			
q	Unconfined compression rock core (Minimum 1 for each bore hole)	20	Nos.			
7	Perform plate loading tests (As Shown)	9	Nos.			
8	Prepare and supply ten copies of report	10	Nos.			
				TOTAL		

Total Price in Word: _____

Signature of Bidder: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring agency]* (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called "the Procuring agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Contractor for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Bidder or as hereinafter mentioned, the Bidder hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, by _____ the _____ (for the Procuring agency)

Signed, sealed, by _____ the _____ (for the Bidder)

FORM OF PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that _____
(name and address of Contractor)

as Principal (herein after 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 Obligated (herein after
called the "Employer" in amount of Rupees _____ (Rs. _____)

The payment of which sum, well and truly to be made, the Bidder 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 plans 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.

- (1) 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.
- (2) 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 no 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

- (3) 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)

