**FORM OF CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT (hereinafter called the ―Agreement‖) made on the**

**day of 200 between -----------------------------------. (hereinafter called the**

**―Procuring Agency‖) of the one part and**

**―Contractor‖) of the other part.**

**(hereinafter called the**

**WHEREAS the Procuring Agency is desirous that certain Works, viz Repair /Maintanance of Dameged Boundary Wall/Non Functional Lavortary Block in Existiong Primary Schools in District Dadu under Re-appropriation Budget Allocation From School Spacific Budget Grants for the Year 2016-17. should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.**

**NOW this Agreement witnesseth as follows:**

1. **In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.**
2. **The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:**
   1. **The Letter of Acceptance;**
   2. **The completed Form of Bid along with Schedules to Bid;**
   3. **Conditions of Contract & Contract Data;**
   4. **The priced Schedule of Prices/Bill of quantities (BoQ);**
   5. **The Specifications; and**
   6. **The Drawings**
3. **In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.**
4. **The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.**

**IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day*,* month and year first before written in accordance with their respective laws.**

**Signature of the Contactor Signature of the Procuring Agency**

**(Seal) (Seal)**

**Signed, Sealed and Delivered in the presence of:**

**Witness: Witness:**

**(Name, Title and Address) (Name, Title and Address)**

**MOBILIZATION ADVANCE GUARANTEE**

**(Letter by the Guarantor to the Procuring Agency)**

**Guarantee No. Executed on**

**WHEREAS the District Educastion Officer Primary Dadu (hereinafter**

**called the Procuring Agency) has entered into a Contract for**

**(Particulars of Contract), with**

**(hereinafter called the Contractor).**

**AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the**

**Contractor‘s request, an amount of Rs. Rupees**

**) which amount shall be advanced to the Contractor as per provisions of the Contract.**

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

**AND WHEREAS (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.**

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

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

**This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.**

**This Guarantee shall expire not later than**

**by which date we must have received any claims by registered letter, telegram, telex or telefax.**

**It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.**

**Guarantor (Scheduled Bank)**

**Witness:**

**1.**

1. **Signature**

**Corporate Secretary (Seal)**

1. **Name**
2. **Title**

**2.**

**(Name, Title & Address) Corporate Guarantor (Seal)**

**INDENTURE FOR SECURED ADVANCES.**

**(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time ).**

**This INDENTURE made the ............... ........................... day of ......................**

**----- ....... ---------- ........-197--"- BETWEEN (hereinafter called "the**

**Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).**

**WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-**

**(Here enter (the description of the works).1**

**AND WHEREAS the contractor has applied to the ........... ................... ..............**

**—....... ----- for an advance to him of Rupees -----------------------------------------------------.**

**(Rs. ..................) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,**

**(Rs. ...................... ) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor**

**Fin R.Form.l7.A**

**on----------- ....... — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.**

**NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees........... ------------- ......- ........— ...... (Rs. ------ ...... ----- ) on or before the execution of these presents paid to the Contractor**

**by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount**

**And doth hereby covenant and agree with the Government and declare ay**

**follow :-**

**(1) That the said sum of Rupees .........- ................ ------------- ...... --------------**

**(RF. ------------------- ) so advanced by the Government to the Contractor as aforesaid and**

**all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.**

1. **That the materials detailed in the said Running Account Bill (B) which have been**

**Fin R Form No. 17-A**

**Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.**

1. **That the said materials detailed in the said Running Account Bill (B) and all other**

**Fin. R. Form No. 17-A**

**Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the**

**Divisional Officer---------------------------(hereinafter called the Divisional Officer) and in the terms of the said agreement.**

1. **That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.**
2. **'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf**
3. **That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.**
4. **That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve**

**percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.**

1. **That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ........................ - ............................. (Rs....................... ) and any further sum or sums which may be advanced as aforesaid and**

**all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.**

**Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-**

1. **Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.**
2. **Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.**
3. **Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.**
4. **That except as is expressly provided by the presents interest on the aid advance shall not be payable.**
5. **That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be**

**referred to the Superintending Engineer ..................................... Circle whose……………. decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.**

**In witnesses whereof the\* ----- -—\_\_ .................................... on behalf of the**

**Governor of Sindh and the said................. — ........................... - .......... --have hereunto set their respective hands and seals the day and first above written.**

**Signed, sealed and delivered by\* In the presence of**

**Seal**

**1st witness 2nd witness**

**Signed, sealed and delivered by\* In the presence of**

**Seal**

**1st Witness 2nd witness**

**SPECIFICATIONS**

***[Note for Preparing the Specifications]***

**A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.**

**Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.**

**Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.**

**Sample Clause: Equivalency of Standards and Codes**

**Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]**

**\*DRAWINGS**

***\* (Note: The DEO(PRY:)/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).***