PUNJAB GOVERNMENT SERVANTS HOUSING FOUNDATION (PGSHF)

CONTRACT FORM FOR EXECUTION OF WORKS

IN

PUNJAB GOVERNMENT SERVANTS HOUSING SCHEME,
SATIANA ROAD, MULTAN

NAME OF WORK: Providing, Fixing and Commissioning of Road Side Street Lights on Poles already installed by MEPCO in PGSHF Scheme, Zero Point Northern By Pass, Multan

APPROXIMATE COST: Rkr: Rs. 9,669,639/-

EARNEST MONEY: 3% of the Estimated Cost

TIME LIMIT: 4-Months (Four Months)

NAME OF CONTRACTOR.

DEPOSIT AT CALL NO.

TENDER FEE AMOUNTING TO RS.3,000.00 RECEIVED

VIDE RECEIPT NO._________ DATED________________________

Assistant Director (Works Audit)

Contractor

Project Director
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Contractor

Project Director
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Contractor

Project Director
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Agreement No.__________________

Stereo L.B.No. 386 (Revised)
Stereo L.B.No. 389 (Revised)
Stereo B&R No.28 (Revised)
Stereo B&R No.29 (Revised)
GOVERNMENT OF THE PUNJAB

PUNJAB GOVERNMENT SERVANTS HOUSING FOUNDATION

ITEM RATE TENDER AND CONTRACT FOR WORKS

Name of work: Providing, Fixing and Commissioning of Road Side Street Lights on Poles already installed by MEPCO in PGSHF Scheme, Zero Point Northern By Pass, Multan

Estimated cost: \textbf{Rs. 9,669,639/-} (Rupees nine million six hundred sixty nine thousand six hundred thirty nine only)

(Both in figures and works)

Time for completion: \textbf{Four (04) Months}

Amount of earnest money \textbf{Rs.290,100} (Equal to 3\% of Estimated amount)

Rupees (in words) \textbf{Two hundred Ninety thousand One Hundred & fifty}

Issued to \hspace{1cm} (Name of the contractor)

On payment of Rs.______________________________

(Both in word and figures)

Signature____________________
(Official issuing the form)
Dated

Official stamp

Note: The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issuing official and which’s not submitted by the same contractor to whom the tender form was issued. (This page is to be filled in by the issuing official)
GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDERER

1. These directions are provided to assist the tenderer in preparing, and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.

2. All necessary documents, such as copies of specifications (excluding standard specification books), contract documents, including bill of quantities, estimated rates and any other documents required in connection with the preparation of tender or execution of works, signed by the Project Director will accompany the tender form and the cost of such –annexed documents will be reflected in the cost of the tender form.

3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and, submission of his tender.

4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.

5. The memorandum of work tendered for, and, the schedule of, materials and equipment to be supplied by the Project Director and the rates at which they are to be charged for (annexed hereto) shall be filled’ in the office of the Project Director before tender form is issued. “At this stage the tenderer should ensure that the tender form so issued is completed in all respect.

6. The tenderer shall note that the ultimate responsibility” for the quality of work and its conformity with the specification and drawing rests solely with the successful bidder whose tender is accepted.

7. The tenderer shall, at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all mater pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions the form and nature of the site, the nature and layout of, the terrain, the availability of labour, water, electrical power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies other, circumstances which may influence or affect his tender.
The engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at from the data that may be furnished with the contract documents.

8. (a) The tenderer shall fill up the bid schedule

(b) In case tenders are called on items rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

9. (i) The tenderer shall work out the amount against each item or work in the bid Schedule and will indicate the total amount of his tender / item rates on which he is willing to complete the work. The total amount worked out in the bid schedule shall be entered by the tenderer in is tender as his tender price for the work. In case of discrepancy between amounts in figures and in words the mounts in words shall prevail.

(ii) Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.

(iii) If a unit rate is left blank, but the amount against the items is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.

(iv) If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the Project Director shall fill in the blanks by noting the word “Nil” in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.

(v) If the tenderer does not accept the adjusted / corrected amount of tender according to the above provision his tender shall be rejecting and the earnest money forfeited.

10. The tender who proposes any alteration in the works specified in, the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the Project Director will be liable to rejection. The tenderer shall sign each and every page of the contract documents, without making any alteration. All, enclosures issued with the contract documents shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.

11. The tenderer shall fill the tender documents in ink: Errors, if any, shall be scored out and corrections rewritten legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition
shall render the tender liable to rejection. Any tender, with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.

12. Additional clause(s) for a particular work, shall be typed on separated sheets by the Project Director which will be annexed to the contract documents specifying the number of sheets. The tenderer shall not add or delete any additional clause(s) in the additional clause(s) sheet(s), provided by Project Director.

13. The quantities mentioned in the bid scheduled are estimated quantities, and the Project Director does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicates therein except as determined in accordance with the provisions of clause, 42 of the general conditions of contract.

14. No tender without earnest money shall be entreated. Earnest money, calculated @ 3% of the estimated cost of the work (rounded suitably), shall be in the form of deposit at call receipt'. The earnest money of the unsuccessful tenderers shall normally be returned by the Project Director within a week of opening of the tenders and in any case not later than thirty (30) days following the dated set for opening of tenders except in cases where the tenders are to be accepted by the Executive Director (Engg.) in those cases the earnest money of only the three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tenders. In the event of the tender being accepted a receipt for the earnest money forwarded therewith, shall there upon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.

15. The lowest evaluated bidder will be required to furnish the performance security/additional performance security (wherever required), enter into a contract and to commence the work within the times specified in the Memorandum of Work. Should the lowest evaluated bidder refuse or fail for any reason to furnish the performance/additional performance security, enter into a contract or to commence the work within the time specified in the Memorandum of Work, it should constitute a just cause for rejection of his tender / annulment of ward and in event of such rejection / annulment, the entire earnest money shall be forfeited to PGSHF, as compensation for such default.
16. (i) The tender shall be signed by the person(s) duly authorized to do so. In the event of a tender being submitted by a firm, it shall be signed separately by each member thereof, or in the even of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the partnership Act, “1932 or any other law in force.”

(ii) The tender submitted by a joint venture of two or more firms shall be accompanied by a document of formation of the joint venture duly registered and authenticated by a competent court in which shall be stated, precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept its obligations the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its function.

(iii) A tender submitted by a corporation must bear the seal of the Corporation and be attested by its Secretary.

(iv) In all cases, the tender must be signed an individual or individuals having powers to legally bind the firm joint venture, corporation or companies on whose behalf they are signing.

17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in this bid schedule, which rates and prices shall, except in so far as it is otherwise expressly provided in the contract, cover all obligation under the contract and all matters and things necessary for the proper completion and maintenance of the work.

18. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by the Project Director prior to the prescribed deadline for submission of tenders. The tenderer’s modification or notice of withdrawal shall be prepared sealed, marked and delivered with the inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e. sixty (60) days as specified by the tenderer in the form of Tender may result in the forfeiture of the tender security.

19. The tenderer shall submit the original tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as “ORIGINAL”. The inner and outer envelopes shall: (a) be addressed to Project Director (b) and bear the following identifications: Tender for (Name of Contract), (Reference Number of Tender), and the words “DO NOT OPEN BEFORE (Time and Date; set for opening).” The inner envelopes shall indicate the
name and address of the tenderer to enable the tender to be returned unopened in case it is declared to have been received late is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the Project Director will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely because of improper identification will be rejected.

20. Single stage Single envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds.

21. The tender shall indicate in the space provided in the tender his full and proper address at which notices may be legally served on him and at which all correspondence in connection with his tender and the contract is to be sent.

22. The presentation of tender implies full acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document.

23. Any tender received after the deadline for submission of tenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.

24. The tenders will be opened by the tenders opening committee constituted in this regard in the presence of intending tenderers or their authorized agents, who may be present at the time. The officer opening the tender will announce the names of the tenderer, tenderer, tender rates and the presence of requisite tender security.

25. Promptly after the opening of tenders, the Project Director will undertake a detailed evaluation of tenders. The Project Director will determine whether each tender is subsequently responsive to the requirement’s of the tender documents and conforms to all the terms and conditions of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Project Director and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

26. Except for information to be read out by the Project Director at the time of opening tenders in accordance with para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall be disclosed to tenderers or other person not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification, evaluation and comparison of tenders, an in decisions concerning award of contract, may result in the rejection of his tender.

27. To assist in the examination, evaluation and comparison of tenders, the Project Director may ask tenderers individually for clarification of the tenders including breakdowns of unit rates. The request for
clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Project Director during the evaluation of the tender.

26-A. In case the total tendered amount is less than 5% of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security from the Scheduled Bank ranging from 5% to 10% as under within 15 days of issuance of notice or within expiry period of bid, whichever is earlier.

<table>
<thead>
<tr>
<th>Total tendered amount below corresponding estimated cost</th>
<th>Additional performance security</th>
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<tbody>
<tr>
<td>5%</td>
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<td>10%</td>
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</table>

26-B. Lowest evaluated bidder shall, within 15 days of receipt by him of a notice in this regard, furnish to the tender approving authority in cash, bank draft, cashier’s cheque, payment order or bank guarantee (valid for three months beyond completion time/extended completion time from any scheduled Bank of Pakistan, the amount to make up performance security and/or additional performance security where required and specified in the tender in item (h) or Memorandum of Work, should the lowest evaluated bidder refuse or fail for any reason to furnish the performance security within the specified time, it should constitute a just cause for rejection of his tender and in the event of such rejection, the entire earnest money shall be forfeited to PGSHF as compensation for default.

28. The Project Director shall have the right of rejecting all the tenders without assigning any reason thereof. The Project Director will not be bound to award the contract to the lowest or to any other tenderer.

29. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will be paid (Subject to Financial Proposal the adjustment specified in clause 55 of the annexed conditions) and shall be deemed to include all costs of performing the work, including all taxes e.g. income tax, sales tax, super tax, and/or other charges, duties and taxes of the government, autonomous, semi-autonomous and Local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.

30. Prior to the expiration of the period of tender validity (90 days) prescribed in the tender form or any extension thereof that may have been granted by the tenderer, the Project Director will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract, (hereinafter called – the contract price). The notification of award will constitute the formation of the contract.

Contractor

Project Director
31. At the time, the Project Director notifies acceptance of the tender to the tenderer, he will send the tenderer the form of agreements between the parties. Within fifteen (15) days of receipt of the form of agreement, the successful tenderer shall furnish the performance security (10% of the contract price) and sign the contract in the presence of the Project Director.

32. After the successful tenderer furnished adequate performance security and signed by the contract Project Director will notify to the unsuccessful tenderers that they were unsuccessful.

33. The completion period will be reckoned from date of delivering the award.

34. A copy of the contact agreement may be obtained by the contractor at his own cost.
TENDER FOR WORK

To, The Project Director,

Dear Sir,

I / We ________________________________

(Name of the contractor)

The undersigned tenderer, having examined the conditions of contract, specifications, drawing, bid schedule and addenda No’s___________ ___________________________ No thereto, for the work of ____________________________

(Name of the work)

and the works associated therewith, and having examined the site of the above named works, or having caused the site to be visited on our behalf by my/our competent and reliable agent, and having satisfied myself/ourselves as to all conditions under which the above named work must be performed, hereby offer to execute, complete and maintain the whole of the above mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above, a.a tender price of Rs.______________________________

or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule.

2. As security for the due performance of the undertaking and obligations of this tender I/We submit herewith a deposit at call receipt No._________________________ dated____________________ in the amount of Rs._________________________

(Rupees)_________________________ drawn from the ___________________________ Bank branch________________________ drawn in your favour or made payable to you as earnest money, the full value of which will be absolutely forfeited to PGHSF without prejudice to any other rights or remedies of the said PGSHF, should I/We withdraw or modify the tender within 15 validity of sixty (60) days, following the date of receipt of tender.

3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender shall be retained by PGSHF towards the amount of security deposit specified in clause 48 of the said conditions of contract and item (d) of the memorandum of work.

4. Should this tender-be accepted by you I/We hereby undertake:

(a) To sign all the necessary documents for entering into a contract agreement in the form set-out in the contract document within fifteen (15) days following your notification of such acceptance.

Contractor  Project Director
(b) To commence the work within the stipulated time named item (f) of memorandum hereto annexed following the date of issuance of your order to proceed with or the handing over of the site, whichever is later and in the event of my/our failure to do so, the entire amount of earnest money deposited by me/us for which deposit at call receipt is enclosed herewith, is to be absolutely forfeited to the PGSHF. On the commencement of the work, I/We hereby also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to PGSHF the sums of money mentioned in the said conditions.

(c) To complete and deliver the whole of the work comprised in the contract within the time stipulated in item No. (g) of the memorandum annexed, subject to such extension in the time limit as may be granted under the conditions of contract.

(d) The furnishing of performance security under item(h) of the memorandum annexed hereto, in the sum equal to 10 (ten) percent of the cost of the work in the same form and on the same conditions as are prescribed by and to the satisfaction of the Project Director.

5. I/We also agree that when materials/or equipment for the work are provided by the PGSHF the rates to be paid for them shall be as provided in appendices annexed hereto.

6. I/We agree to abide by this tender for the period of sixty (60) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.

8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.

    Thanking you,
    Yours Faithfully,

    (Signature of tenderer)

    Name____________________
    Address____________________
    __________________________

    Dated this__________________ day
    of__________________________ 201

    The above tender is hereby accepted by me on behalf of PGSHF.

    (Signature of Project Director)

    *In case the above address is changed, the contractor will immediately notify in writing to the Project Director his new address.
MEMORANDUM OF WORK
(To be filled in by the PGSHF)

(a) General Description: Providing, Fixing and Commissioning of Road Side Street Lights on Poles already installed by MEPCO in PGSHF Scheme, Zero Point Northern By Pass, Multan
(If several sub works are included, they should be detailed in a separate sheet)

(b) Estimate cost: Rs.9,669,639/-

(c) Amount of earnest money to accompany the tender 3% of Estimated Cost
(to be furnished by the tenderer in the shape of deposit at call from scheduled Bank of Pakistan)

(d) Percentage of security deposit to be retained from the bill.
(i) On the amount of work done upto
Rs. 5 million = Ten (10) percent.
(ii) On the amount of work done beyond
Rs. 5 million = Five (5) percent

(e) Minimum amount of interim running bills Rs.2.4 Million

(f) Mobilization period Fifteen (15) days.

(g) Time allowed to complete the work after the expiry of mobilization period Four (04) months.

(h) Amount of performance security Rs.________________________
10% of bid price as per General Directions for the Guidance of Tenderer 26 (B) read with Clause (7) of General Conditions of Contract and amount of additional performance security Rs.________________________ as per General Directions for the Guidance of Tenderer 26 (A).

(i) The Period of Maintenance
After the date of issuance of certificate of completion, Four (04) years.

Authorized Signature and Official Seal of the Contractor
Name: ____________________________
Date: ____________________________

Contractor Project Director
BID SCHEDULE

Name of Work__________________________

<table>
<thead>
<tr>
<th>Sr.#</th>
<th>Description of Item</th>
<th>Estimated quantity</th>
<th>Unit of rate</th>
<th>Amount (Rs.)</th>
<th>Items in the Schedule of Rates</th>
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<td>6</td>
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1.
2.
3.
4.

___________________ Per cent
Sr.No_____Rs.___________
(in figures and words)

___________________ Per cent
Sr.No_____Rs.___________
(in figures and words)

___________________ Per cent
Sr.No_____Rs.___________
(in figures and words)

___________________ Per cent
Sr.No_____Rs.___________
(in figures and words)

___________________ Per cent
Sr.No_____Rs.___________
(in figures and words)
### BILL OF QUANTITIES (BOQ)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>MRS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply and erection of copper conductor cables for service connection, in prelaid pipe/G.I. wire/trenches, etc. (rate for cable only):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) PVC insulated, PVC sheathed twin core, 250/440 volts.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) 7/0.74 mm (7/0.029&quot;)</td>
<td>Rft</td>
<td>12,100</td>
<td>12,100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) 7/1.12 mm (7/0.044&quot;)</td>
<td>Rft</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supply and erection of iron/aluminum clad, 500 volts main switches with kit kat fuses, on angle iron board with 3 mm (1/8&quot;) thick M.S. sheet covering, including bonding to earth with necessary flexible pipe and thimbles, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) double pole:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) 60/65 Amp.</td>
<td>Each</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supply and erection of street light pole bracket 30 mm (1¼&quot; ) G.I. pipe 2 meter long, complete with 2 No. pole clamp.</td>
<td>Each</td>
<td>733</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>NON MRS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Flood light luminaries Philips, Lumiled, Cree, Nichia or Osram 30Watt with safety cages and steel bars frame complete in all respect or approved equivalent. The fitting shall be approved by the Engineer</td>
<td>Each</td>
<td>733</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Amount**

**Total Quoted Price in Words:** ____________________________
**BID SCHEDULE (Contd.)**

Name of Work: Providing, Fixing and Commissioning of Road Side Street Lights on Poles already installed by MEPCO in PGSHF Scheme, Zero Point Northern By-Pass, Multan

Total tendered amount of the work (To be filled in by the Tenderer)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Cost of MRS Items</td>
<td></td>
</tr>
<tr>
<td>2. Total Cost of Non-MRS Items</td>
<td></td>
</tr>
<tr>
<td>Grand Total (1+2)</td>
<td></td>
</tr>
</tbody>
</table>

(in words) Rupees ____________________________

Signed by Mr. ________________________________ for and on behalf of M/s. ________________________________

Address ________________________________
GENERAL CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPRETATIONS

Definitions Clause 1:

In the contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

(1) "Agent" means the person appointed by the contractor to act on his behalf in his absence;

(2) "Certificate of completion" means the certificate of completion given by Project Director pursuant to clause 40 of these conditions:

(3) "Contract" means the contract agreement, the documents set out therein and includes the conditions of contract the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;

(4) "Contractor" means the person or persons, firm or company whose tender has been accepted by the, and shall include the contractor's duly, authorized representative, successors and assigns;

(5) "Contract price" means the sum named in the tender, subject to such addition thereto or deductions there from as may be made under the provisions of the contract;

(6) "Constructional Plant" means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;

(7) "Drawings" means the drawing(s) referred to in the contract documents and any modifications of such drawing(s).as may from time to time be furnished by the by the Project Director;

(8) "Engineer-in-Charge" means the Project Director or the duly approved by the MD, PGSHF who for the time being and from time to time is in charge of the works. As Project Engineer for the purposes of implementation of the project.

(9) "Government means the Government of the Punjab.

(9-a) "Item rates" mean the rates determined on the basis of the market rates system introduced by the Government in replacement of the Composite Schedule of rates 1998 through Finance Department Notification .No. RO (Tech) F.D.-2-3/2004 dated 02.08.2004 (Annexure-A)" as applicable at the time of award of tenders.

(10) "Period of maintenance" means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which he
is obliged to perform any maintenance procedure that may be specified by the
Project Director and shall be calculated from the date of the certificate of completion
given by the Project Director in accordance with clause 40 hereof or in the event of
more than one certificate having been issued by the Project Director under the said
clause from the respective dates so certified;

(11) "Maintenance" means the repairs, amendment, reconstruction and includes the
rectification of defects, imperfections, shrinkages and other faults except fair wear
and tear as may be required of the contractor in writing by the Project Director during
the period of maintenance.

(12) "Programme of work" means the programme of work submitted by the
contractor and approved by the Project Director and includes amendment thereto made from time to time and approved by the Project Director.

Definition No (13) omitted

(14) "Site" means the lands and other places on, at, over, under, in or through which
the works are to be executed or carried out in pursuance of the contract or any
adjacent land, or path or street, which may be allotted or used for the purpose of
carrying out the contract or any lands or places provided by the Project Director for
the purpose of the contract together with such other places as may be specifically
designated in or pursuant to the contract as forming part of the site;

(15) "Specifications" means the specification referred to in the tender and any
modification thereof or addition thereto as may from time to time be furnished or
approved in writing by the Project Director;

(16) "Temporary Works" means all temporary works of every kind required in or
about the construction, completion or maintenance of the works;

(17) "Works" means the works to be executed in accordance with the contract and
includes any permanent work as required for the performance of the contract;

(18) "PGSHF" mean the Punjab Government Servants Housing Foundation

Clause 2:

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

Clause 3:

Terms to include designations of corresponding post

Contractor                      Project Director
CONTRACT DOCUMENTS

Clause 4:
Documents mutually explanatory

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

Clause 5:

(1) The drawings shall remain in the sole custody of the designated PMU Engineering Wing, two sets of the detailed or working drawings duly signed by the PD will be obtained by the contractor free of cost from the Project Director after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the PMU all drawings provided to him under the contract.

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

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

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

GENERAL OBLIGATIONS

Clause 6: Contract Agreement

The contractor shall, when called upon so to do by the Project Director enter into and execute a contract agreement in the form annexed.

Clause 7: Performance Security

In every case where performance has been provided, as specified in item (h) of Memorandum of Work, contractor shall furnish/maintain the performance security for the extended period of completion under Clause Clause-37 of the agreement. All compensations or the sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his performance security, and in the event of his performance security reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sum or sum which may have been deducted from, or raised by sale of performance security or any part thereof.

The performance security deposit /additional performance security deposit lodged by a contractor (in cash or other form) shall be refunded to him after the expiry of three months after the issue of certificate of completion of the work under Clause 40 hereof by the Engineer-in-charge, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Clause 8: Program of work to be furnished if so required by Contractor

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

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

(3) The submission to and approval by the Project Director of such program, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.

Action when Program, nor submitted in time

(4) In the event of the non-submission of the program or revised/amended program of work by the contractor for approval by the Project Director within the period specified, the contractor shall be liable to pay as compensation an amount equal to 1/4% per day or such smaller, amount as the Project Director (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to a maximum of 2% of contract amount.

Clause 9: Setting out

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

**Clause 10:**

**Work to be executed in accordance with the specifications drawings, 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 material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and or drawings and instructions in writing relating to the work signed by the PMU and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall, if so required, be entitled at his own expenses to make or cause to be made copies of specifications, and of all such designs, drawings and instructions as aforesaid.

**Clause 11:**

**Action where no specifications are provided**

In the case of any class of work for which there is no such specification as is mentioned is para 2 of the general directions for the guidance of the tendered annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications in accordance with the specification, attached with the tender, if however, there is no standard specification or specifications attached with the tender, the work shall be carried out, is all respects in accordance with the instructions and requirements of Project Director.

**Clause 12:**

**Work to be under direction of engineer-in-charge**

All works to be executed under the contract shall be executed under, the directions and subject to the approval in all respects, of the PMU Engineering Wing 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 13:**

(1) **Lighting at night work**

In the event of' night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to be proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the PMU.

(2) **Watching & Contractor**

The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution...
boards attendants, guard fencing and watch men, when and where necessary or required by the Project Director, for the protection of the work or for the safety and convenience of the public or others.

**Clause 14:** Arrangements to safeguard danger to unfinished work

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

**Clause 15:** Contractor to supply plant, ladders, scaffolding, etc.

The contractor shall supply at his own cost all materials (except such materials, if any, as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the PMU as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge to requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the 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. The contractor shall also provide All necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 16:**

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

Clause 17:

Contractor’s employees

(1) The contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under the contract:
(a) Only such engineering technical assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to, give proper supervision of the work, they are required to supervise; and.
(b) Such skilled semi-skilled and unskilled labor as is necessary, for the proper and timely execution and maintenance of works under the contract.

Removal of contractor’s employees.

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

(ii) No such agent, workman, foreman or other employees after his, removal from the work shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the Project Director.
Clause 18: Whole time qualified technical personnel for supervision of work

(a) The contractor shall employee for each contract, whole time qualified technical personnel for supervision of the work at the scale given below:

On contracts valuing:-

(i) Upto Rs. 7.5 million ....one diploma engineer.
(ii) Exceeding Rs. 7.5 million .....one senior graduate engineer.

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

Clause 19: Opportunities for other contractor

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

Clause 20: Damage to persons and property.

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

(a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

(b) The right of the PGSHF to construct the works or any part thereof on, over, under, in or through any land.
(c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.

(d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the PGSHF, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation thereto.

Provided further that for the purposes of the clause the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

(2) The PGSHF will indemnify the Contractor for and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub clause (1) of this clause up to a limit of Rs. 5 Million.

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

Clause 22:
Giving of notices and payment of fees

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

(2) The Contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or by-laws of any local or
the other duly constituted authority, which may be applicable to the works, or to any temporary works and with such rules and regulations of Public Bodies and companies as aforesaid and shall keep the PGSHF indemnified against all penalties and liabilities of every kind for branch of any such statutes, ordinance or law, regulation or by-laws.

Payment of income tax and other taxes.

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

Clause 23: Cost of bonds

The cost of various bonds to be entered into and executed between the contractor and the Project Director shall be in all respects, at the expense of the contractor.

Clause 24: Change in the constitution of firm

In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the Project Director for his information.

Clause 25: Photographs and advertisements.

Photographs of the works shall be taken by permission of the Project Director. Only signs or other advertisement approved by the Project Director may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the PGSHF, which shall not be unreasonably withheld.

ASSIGNMENT AND SUB-LETTING

Clause 26: Assignment.

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Project Director.

Clause 27: Subletting

The contractor shall not sublet the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the, Project Director and such consent, if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen. Provided always that the provision of labour as a piecework basis shall not be deemed to be a subletting under this clause.

MATERIAL AND WORKMANSHIP

Contractor  Project Director
**Clause 28:**
Quantity, of materials undo workmanship and tests

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

Cost of samples

(2) All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities.

Cost of tests

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

(4) If any test is ordered by the PD which in either:
   (a) not so intended by or provided for; or
   (b) (in the cases above mentioned) is not so particularized; or
   (c) Through so intended or provided for, is ordered by the PD to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested. Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instructions of the PD.

**Clause 29:**
Constructional material fittings etc., to conform to representative samples approved by the Project Director

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

**Clause 30:**
Stores to be supplied by Contractor

If the specification, or the estimate of the work provides for the use of any special description of material and equipment to be supplied by the Contractor, the contractor shall submit to the PMU representative samples of the material and equipment proposed to be used. The samples after approval will be retained by the PMU in his custody and the contractor shall be responsible for ensuring that the material, equipment, etc., conforming to such samples are used throughout the contract, failing which the material, equipment, etc., will not be accepted and shall be removed forthwith from the site of work if so desired.
supplied from the Project Director or if it is required that the contractor shall use certain stores to be provided by the Project Director (such materials, stores and equipment 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 meanings or effect of this contract specified in the schedule of memorandum hereto annexed), the contractor shall be supplied with such materials and stores as 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 materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums due or to become due, to the contractor, under the contract or otherwise or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the PGSHF, and shall not, on any account be removed from the site of works without the written permission of the engineer-in-charge, and shall at all times be open to inspection of the Project Director. Any such material unused or in perfectly good condition at the time of the completion or termination of the contract, shall be returned to the Project Director store if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage, to any such materials.

Clause 31:
Action and compensation payable in case of bad work.

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

LABOUR

The contractor shall employ labor, provide all facilities and pay wages to his work people or employees in accordance with the labor laws or enactments relating thereto and rules framed there under, in force from time to time.

Clause 32: Application of labour laws and rules

Clause 33: Contractor liable for payment of compensation to injured workman, or in case of death to his relations

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

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

Clause 34: Use of donkeys and other animals

(i) No contractor shall use donkeys or other animals with breaching of string or rope. The breaching must be at least 75mm wide and should be of tape (Nawar).

(ii) No animal suffering from sores, lameness or emaciation or which is immature shall be used on the work.

COMMENCEMENT, TIME AND DELAYS

Clause 35: Commencement of work.

The contractor shall commence the works on the site within the period named in the memorandum, after the receipt by him of an
Clause 36:
Time for completion

Subject to any requirements in the specifications to the completion of any portion of the works before completion of the whole, the whole of the works shall be completed within the time stated in the memorandum or such extended time as may be allowed under clause 37 hereof.

Clause 37:
Extension of time for completion

If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by Project Director, or on the ground of his having been unavoidable hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the PD or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention, or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the PD within thirty days of the date of such circumstances, the full and detailed particulars of his claim on account of which he desires an extension as aforesaid.

The Project Director shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.

Clause 38:
No work at night or on Fridays/ Public holidays

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

Clause 39:
Compensation of delay

(a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract order in writing to this effect from the PD and shall proceed with the same with due diligence and without delay except as may be expressly sanctioned or ordered by the PD or be wholly beyond the contractor's control.
be proceed with all due diligence in accordance with the program of work, as approved by the PD or any amended program of work approved by the PD from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent of the amount of contract, subject to a maximum of 10% or such smaller amount as the Project Director (Project Director decision in writing shall be final) may decide on the amount of the estimated cost stated in item(b) of the memorandum of work annexed hereto for every day that the work remains uncommented or unfinished after the proper date.

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

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

**CERTIFICATE OF COMPLETION**

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

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

ALTERATIONS, ADDITIONS AND OMISSIONS

Clause 41: Alteration in specification and drawing

The Project Director shall have power to make any alteration in, omission, from, addition to, or substituted for, the original specification, drawing, design and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the PD, and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may
do not invalidate the contract

Extension of time in consequence of alterations

be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender (bid schedule for the main work). The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the PD shall be conclusive as to such proportion.

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract then such items of work shall be carried out at the item rates enforced at the time or receipt of tenders with reference to which the tender for the work was submitted by the contractor.

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

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

Clause 42: 1. If at any time after the commencement of the work, the Project Director shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such work, or change the levels, lines, position and dimensions of any part of the works, or require,
the contractor to execute additional work of any kind necessary for the completion of the work, the Project Director shall give notice, in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation under clause 55 hereof) on completion or the whole of the works, does not exceed 20 per cent of the sum named in paragraph of 1 (one) of this tender.

Variation exceeding 20%

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

MAINTENANCE AND DEFECTS

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

Execution of work of Repair, etc.,

(2) The works shall at or as soon practicable after expiration, of the period of maintenance be delivered to the Project Director in as good and perfect condition to the satisfaction of PGSHF as that in which they were at the commencement. of the period of maintenance, the contractor shall execute all such works of
repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage or other faults as may be required of the contractor in writing by the Project Director during the period of maintenance or within) fourteen days after its expiration as a result of an inspection made by or on behalf of the Project Director prior to its expiration.

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

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

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

Clause 45:

Secured advance on materials brought to site

Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the Project Director shall assess the value of such materials and the contractor may be paid an advance up to an amount not exceeding seventy five per cent (the decision of the Project Director as to this percentage shall be final) of the value of the materials assessed by the PMU. The materials shall remain the property of the government and the contractor shall not remove it from the site without the written permission of the Project Director. The contractor shall be responsible for any loss to the materials due to the contractor postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

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

PAYMENTS

Clause 46:

The contractor shall submit all bills on the form prescribed by the Project Director to be had on application at the PMU and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such works.

Clause 47:

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

Clause 47-A

If a contractor quoted such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rates(s) in full on the execution of items (s) but the payment of item
items with imbalance rates

whose rates are higher shall be made at the rates depicted in technically sanctioned estimate, on the execution of such items, the balance payment shall be withheld by the Project Director till the completion of the work of items for which low rates have been quoted.

Clause 48:

Deduction of security deposit

At the time of making any payment to the contractor for the work done under this contract, the Project Director shall retain from the amount payable to the contractor, the amount of security deposit at the percentage rate specified in item (d) of the memorandum of work annexed hereto. The earnest money of the contractor on execution of the contract, will however, be adjusted towards, the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

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

Clause 49:

Conversion of security deposit into profit bearing securities.

If the contractor so desires and makes a written request to the Project Director to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing security at the cost of the contractor, the amount of, security deposit retained from bills of the, contractor shall be deposited in any of the following banks:

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

and pledged in the name of the Project Director concerned.

Clause 50: (a)

Refund of security deposits

The amount retained as security deposits shall not be refunded to the contractor before four (4) years, after the issue of the certificate of completion of the work under clause 40 hereof by the Project Director provided that in case the contractor is required by the Project Director to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not
be refunded till

the contractor has fulfilled his obligations under clause 43 and 44 thereof to the satisfaction of the Project Director which shall be based on certification of the PMU Engineering Wing.

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

(c) Subject to the conditions stipulated in sub-clause (a) of this clause in the case of contracts for maintenance and repair works, the security deposits would be refunded to the contractor after the expiry of three (3) months of the issue of certificate of completion of work by the Project Director.

Clause 51:
Payment on intermediate certificate to be regarded as advances

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

Clause 52:
Final bill to be submitted within one month

The final bill shall be submitted by the contractor within one month of the date, fixed for completion of the works, otherwise PMU Engineering Wing certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Clause 53:
Procedure for payment to firms

The PGSF may refuse or suspend payment on account of a work when executed by a firm, or by a contract described in their tender as a firm, unless receipts are signed by all the parties or one of the
Clause 54: Sums payable by way of compensation to the considered as reasonable compensation without reference to actual loss

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

VARIATION IN PRICES OF SPECIFIED MATERIALS

Clause 55:

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

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

i. Cement

ii. Steel
   a) M.S Bars (Plain and deformed)
   b) M.S Sections
   c) High Tensile steel wire
   d) M.S & G.I Pipes

iii. Asbestos cement pipes.

iv. P.V.C pipes

v. R.C.C/P.C.C Pipes

vi. Bitumen.

vii. High speed diesel

viii. Bricks
   a) Brick
   b) Tiles
   c) Gutka

ix. Stone aggregate
   a) Stone metal for sub-base
   b) Stone metal for base-course
   c) Crushed bujri
x. Labor

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

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

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

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

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

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

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

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

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

Where:

\[
\text{VOW} : \text{the value of the work for which payment has been certified by the Engineers In charge. Executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.}
\]
CPD : current price of high speed diesel, and
DPD : basic price of high speed diesel.
Factor $a = 0.15$ for Highway / Roads works &
 $a = 0.07$ for buildings and R.C.C structures &
 $a = 0.07$ for Irrigation Works

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

\[
\text{Increase or decrease} = B \times \text{VOW} \times (\text{CLR} - \text{BLR}) / \text{BLR in contract price.}
\]

Where :

\[
\text{VOW} : \text{the value of the work for which payment has been certified by the engineer in charge, executed subsequent to such increase or decrease in the basic price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.}
\]

\[
\text{CLR} : \text{current labor rates for unskilled workers (as published by Bureau of Statistics).}
\]

\[
\text{BLR} : \text{Basic labor rates of unskilled workers on the date of receipt of tenders (as published by Bureau of statistics).}
\]

\[
\text{FACTOR B: 0.15 both for building & road works & FACTOR B: 0.15 for Irrigation Works.}
\]


**CLAIMS OF CONTRACTOR**

Clause 56: The contractor shall deliver in the office of the Project Director on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the Project Director may from time to time prescribe showing details of any rate, amount and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled up to the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of what so ever kind and howsoever arising, which at the date thereof he has or may claim to have, against the Project Director under or in respect of or in any manner arising out of the execution of the works, and the contractor shall be
Clause 57:
Claims for payment of extraordinary nature

No claim for payment of extra ordinary nature such as claim of an extra ordinary nature, bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the Project Director claim for compensation where the work has been temporarily brought to a stand-still through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government/PGSHF.

Clause 58:
Time Limit for unforeseen claims

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted a claim in writing to the Project Director with in one month of the cause of such claim occurring.

Clause 59:
Claim for compensation for delay in the execution of the work

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates inclusive for hard or rocky soil, excavation had, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained, unless expressly verified and confirmed by Project Director.

REMEDIES AND POWERS

Clause 60:
Action when whole of security deposit is forfeited

In any case in which under any clause or clauses of the Contract, the contractor shall have rendered himself liable to pay, compensation amounting to whole of the security deposit or in the opinion of the Project Director has abandoned the contract, or is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the PGSHF in defiance to the provisions of clause 32 thereof the Project Director on behalf of the PGSHF may after giving fourteen (14) days notice in writing to the Contractor, 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 which case the security deposit of the Contractor; shall stand forfeited, and be absolutely at the disposal of PGSHF. And in case the Contract shall be rescinded under the provisions aforesaid):-

(i) the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or
procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.

(ii) The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this contract, unless and until the Project Director will have certified in writing. The performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified, after deducting therefrom from the amount of aforesaid compensation and other charges duly ascertained and certified by the PMU Engineering Wing to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the PD amount of such excess shall be deemed a debt due by the contractor to the PGSHF and shall be recovered accordingly.

Clause 61: Work at the risk and expense of the contractor

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the Project Director such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the PGSHF or the Project Director by the contract, the Project Director on behalf of the PGSHF, after giving fourteen (14) days' notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the Project Director be desirable:

(a) to measure up the work of the contractor and to take such part thereof, as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses, which may be incurred in excess of the sum which would have been paid to the original contractor, had the whole of the work been executed by him (of the amount of which excess, the certificate in writing of the Project Director shall be final and conclusive) shall be borne and paid by the original contractor, and may be deducted from any money due to him by the PGSHF, under the contract or otherwise, or from his security deposit or from the value of the performance security given by the contractor under clause.7 hereof.

(b) to employ labour paid by the PGSHF or to supply materials or supply / arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and plants of the amount of which cost and price, a certificate, of the Project Director shall be final and
Clause 62:
Contractor Remains liable to pay compensation if action not taken under clauses

Powers to take possession of or require removal or sell contractor’s plant etc.

conclusive against the contractor, plus PGSHF charges on the amount so incurred equal to ten per cent or such smaller amount as the Project Director (whose decision in writing shall be final) may decide, and crediting him with the value of the work done, in all respects, in the same manner and at the same time and rates, as if it had been carried out by the contractor under the terms of his contract, the certificate of the PMU Engineering Wing as to the value of the work done shall be final, and conclusive against the contractor). In the event of any of the above courses mentioned in this clause being adopted by the Project Director, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, be with a view to the execution of the works or the performance of the contract

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

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

Clause 63:
Contract may be rescinded and security forfeited for subletting bribing or if contractor becomes insolvent

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

Clause 64:
Deduction of amount due to Govt. on any account whatsoever to be permissible from sums payable to contractor

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

SETTLEMENT OF DISPUTES

In the event of any disagreement between the Project Director and the contractor arising out of the contract, the matter shall first be referred to the Executive Director (Engg.) PGSHF for decision who shall, after making such enquiries, as he may deem fit, give his decision in writing not later than three months after the reference is made to him.
The period for decision of the case by the Executive Director (Engg.) PGSHF may however be extended by the Managing Director, PGSHF under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Executive Director (Engg.) PGSHF and shall proceed with due diligence, whether arbitration is intended or not.

If the contractor be dissatisfied with the decision of the Executive Director (Engg.) PGSHF or if his decision is not forthcoming within the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he will give notice in writing of such intention to the Executive Director (Engg.) PGSHF within a period of twenty-eight days of the receipt of the Executive Director (Engg.) PGSHF decision or in case no decision is given, at the end of the period or periods within which the Executive Director (Engg.) PGSHF was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the Executive Director (Engg.) PGSHF shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Executive Director (Engg.) PGSHF. The subsequent inflation/ increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

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

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

(i) Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract or/and

(ii) The meanings of the operation of any part of the contract or/ and

(iii) The rights duties and liabilities of either party to the contract or/ and
(iv) Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination. Provided that those matters for which provision has been made in the contract for final and binding decision by the Executive Director (Engg.) PGSHF or the Project Director shall be excluded from arbitration.

(b) The venue of arbitration shall be in the Punjab. The contractor will have to deposit 20% of the amount of the claim up to Rs. 0.20 Million and 10 % of claim, exceeding Rs. 0.20 Million along with the claim. This amount will be refunded after the Award has been made Rule of the Court. Otherwise the amount deposited will be forfeited.

(c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by ‘ the Managing Director, PGSHF, from among the officers of the PGSHF not below the rank of Project Director other than the Project Director in-charge of the work or Superintending Engineer (in service) of the Punjab Government Engineering Departments i.e., Communication & Works, Housing Urban Development, Public Health Engineering Department and Irrigation Department.

In case the claim preferred is for an amount up to half a million rupees, the decision of the sole arbitrator in such cases shall be final and binding on the parties concerned.

(d) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed from the Project Directors of the PGSHF other than the Project Director in-charge of the work or Superintending Engineer (in service) of the Punjab Government Engineering Departments i.e., Communication & Works, Housing Urban Development, Public Health Engineering Department and Irrigation Department, one to be nominated by the Managing Director, PGSHF and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall be referred to the award of an umpire who shall be an officer of the PGSHF not below the rank of Executive Director/Chief Engineer (in service) of the Superintending Engineer (in service) of the Punjab Government Engineering Departments i.e., Communication & Works, Housing Urban Development, Public Health Engineering Department and Irrigation Department to be appointed by the Managing Director.
PGSHF. The decision of the two arbitrators/umpire, as the case may be shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall recoverable in respect of the matter so referred.

(e) The bitumen for use in the road work shall be obtained by the contractor from National Refinery Limited, Karachi and documentary evidence in support thereof shall be produced to the Project Director for his reference and record.
Schedule showing (Approximately) materials, to be supplied from the departmental store for works contracted to be executed and the rates at which they are to be charged for

(See clause 30)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Rates at which the material will charged to the contractor</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bitumen in drums</td>
<td>Per Metric Ton Unit, Rs.</td>
<td>Highway Store at</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Not Applicable</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>In the light of Foot Note.1</strong></td>
</tr>
</tbody>
</table>

**Foot Notes:**
1. As per policy Of the Government vide P&D Department No. 4/54 P&D Ro (R&B) 90 Dated, 15.12.93, the bitumen of required quality and grade i.e 80/100 shall be arranged by the contractor himself and department shall issue no bitumen
2. No payment for the carriage of bitumen from Highway store to site of work will be made to the contractor.
3. The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Project Director before the issue of the form prior to submission of the tender.
SCHEDULE SHOWING EQUIPMENT TO BE SUPPLIED BY THE PGSHF AT THE REQUEST OF THE CONTRACTOR

(SEE CLAUSE 30)

The Equipment and/or constructional plant listed in the following table are available with the Employer and can be provided to the contractor at his request at the rental rates and places set out therein.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Rental Price (Rs.)</th>
<th>Place of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Rental should be exclusive of donor finance equipment.
The schedule showing the names of manufacturer & suppliers whose Prices for the specified materials at the place shown against each are to form basis of Payment of variation shall be substituted by the following

(See Clause 55)

<table>
<thead>
<tr>
<th>Name of Item</th>
<th>Name of Manufacturer Or Supplier</th>
<th>Price at places which are to form basis of Price variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Cement</td>
<td>Javadan Cement Karachi (Exfactory) w.e.f 6-4-2005</td>
<td>Javadan Cement Karachi (Ex-actory)</td>
</tr>
<tr>
<td>(ii) Steel</td>
<td>Pakistan Steel Mills Karachi w.e.f. 6-4-2005</td>
<td>As per rate of M.S. Bars (Plain &amp; deformed) placed at Website by the Finance Department Govt of the Punjab</td>
</tr>
<tr>
<td>(a) M.S. Bars (Plain &amp; deformed)&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) M.S. sections</td>
<td>Pakistan Steel Mills Karachi w.e.f. 6-4-2005</td>
<td>As per rate of M.S. Sections Placed at Website by the Finance Department Govt. of the Punjab</td>
</tr>
<tr>
<td>(c) High Tensile Steel Wire</td>
<td>Metropolitan Steel Corporation Ltd: Karachi w.e.f. 6-4-2005</td>
<td>As per rate High Tensile Steel. wire placed at Website by The Finance Department Govt. of the Punjab</td>
</tr>
<tr>
<td>(d) M.S. &amp; G.I. pipe</td>
<td>(i) MIS Karachi Pipe Mills Ltd. Karachi w.e.f. 6-4-2005</td>
<td>As per rate placed at Website by the Finance Department Govt. of the Punjab.</td>
</tr>
<tr>
<td></td>
<td>(ii) MIS Pioineer Steel Mills Muridke, Distt. Sheikhupura w.e.f. 6-4-2005</td>
<td></td>
</tr>
<tr>
<td>(iii) Asbestos cement pipes</td>
<td>MIS Dadax Eternit Ltd. Karachi w.e.f. 6-04-2005</td>
<td>As per rate placed at Website by the Finance Department, Govt. of the Punjab</td>
</tr>
<tr>
<td>(iv) P.V.C. pipes</td>
<td>Pakistan PVC Ltd. Karachi w.e.f. 6-4-2005</td>
<td>As per rates placed at Website by the Finance Department Govt. of the Punjab</td>
</tr>
<tr>
<td>(v) Cement and Steel Bars For R.C.C. pipes</td>
<td>As per item (i) &amp; (ii) Above</td>
<td>As per rates placed at Website by the Finance Department Govt. of the Punjab</td>
</tr>
<tr>
<td>(vi) Bitumen</td>
<td>National Refinery Karachi w.e.f. 6-4-2005</td>
<td>As per rates placed at website by the Finance Department Govt. of the Punjab</td>
</tr>
<tr>
<td>(vii) High Speed Diesel</td>
<td>w.e.f. 6-4-2005</td>
<td>IT 0 be ascertained by Advisory Committee notified By Govt.</td>
</tr>
</tbody>
</table>
Note: 1) The prices / rates mentioned in column No.3 above shall be inclusive of Taxes and Duties levied by Government from time to time upto the places mentioned therein.

2) The adjustment of price variation for the specified items notified under sub clause of price variation clause shall be made on successful completion of the scope and amount provided in agreement and shall not be adjusted / paid with the running bills of the contractor. Further provided where the adjustment on account of price variations cannot be met within the contingencies provided in technically sanctioned estimate revised technical sanctions and enhancement of agreement shall be obtain from the competent authority before releasing the payment of price variation to the contractor under price variation clause (Finance Department Notification No. RO(TECH)FD-10-2/90, dated 02.04.1992).
GOVERNMENT OF THE PUNJAB
PGSHF
CONTRACT AGREEMENT
(See Clause-6)

This agreement made this __________ day of __________ 200__ BETWEEN THE MANAGING DIRECTOR, PUNJAB GOVERNMENT SERVANTS HOUSING FOUNDATION AS REPRESENTED BY THE PROJECT DIRECTOR, PGSHF on the one part and _______________ (hereinafter called the contractor) on the other part.

WHEREAS tenders has been received by the PGSHF for construction, completion and maintenance of ____________ (Name of the Work) as well as possible new and ancillary works associated therewith which have to be executed in accordance with the contract document and the tender by the contractor for the construction, completion and maintenance of such works has been accepted by the PGSHF.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreement hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

(i) in consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of the contract and the completion and maintenance of works embraced therein, according to the specifications, drawings and conditions herein contained and referred to the PGSHF shall pay and the contractor shall receive and accept as full compensation for everything furnished and done by the contractor under this agreement and the tender price stipulated in the contractor’s tender at the times and in the manner prescribed by the contract.

(ii) The said work shall be started within the period specified in item No. (f) of the memorandum of work following the receipt of a written order of the Project Director conveyed directly to proceed with and the contractor shall complete fully the works within the stipulated period reckoned from the commencement of work, subject to such extensions of times as may be granted under the conditions of contract except for maintenance which shall be completed within the period named in item(g) of the memorandum hereto annexed after issuance of the final certificate of completion.

(iii) The following documents shall be deemed to form and be read and construed as part of this agreement.
(a) The said tender and covering letter and subsequent undertaking, if any.
(b) The drawings.
(c) The conditions of contract and additional conditions, if any.
(d) The specifications.
(e) The bid schedule.
. (1) Addendum No.1 to _________

(which have been incorporated in the tender)

(g) Schedule of materials to be supplied from the PGSHF store.
(h) The scale of rates and prices
(i) The letter of acceptance; and
(j) The performance security

(iv) All disputes or differences between the parties in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the conditions of contract.

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

Signed by ________________
(Contractor)

Signed by ____________________
(Project Director) for and on behalf of the M.D, PGSHF.

WITNESSES

1.

2.

Contractor

Project Director
BANK GUARANTEE

(See Clause 7)

Penal sum of bond ________________________________

(express in words and figures)

KNOW ALL MEN BY THESE PRESENTS THAT

Mr./Messrs. ________________________________

(Name of contractor)

whose official address is____________________________________________________

as principal(s) (hereinafter referred to as principal) and the Bank of Punjab or scheduled

Bank(s) of Pakistan (hereinafter appearing in the schedule of sureties as sureties

(hereinafter sometimes called the surety at the request of the principal are held and firmly

bond to the PGSHF acting through the Project Director or his successor or assigns a body

organized and existing under and by virtue of laws of the Government of the Punjab in the

penal sum of the amount stated above, lawful money for the payment of which sum well and

truly made, we bind ourselves, our heirs, executors, administrators and successors jointly

and severally, firmly by these presents PROVIDED THAT We, the sureties, bound ourselves

in such sum jointly and severally, as well as, severally ‘only for the purpose of allowing a t

joint action or actions against any or all of us and for all other purposes, each surety bond

itself, jointly and severally with the principal for the payment of such sum only as set forth

opposite its name in the following schedule:-

SCHEDULE OF SURETIES

Name of bank, branch and address Limit of liability

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

The conditions of the above obligations are such that:

WHEREAS, the tender of the above bounden principal has been accepted I and he has

entered into a contract with the Project Director for the work _____________________on

the__________ day of 200__.

AND WHEREAS under the terms of the contract PGSHF has required the principal to

furnish a performance guarantee to form a part of the contract.

NOW, THEREFORE, it is agreed as follows:

(1) If the above bounded principal shall well truly and faithfully perform the contract and

comply with and fulfill all the undertakings, terms and provisions thereof, and satisfy

all the obligations of the said principal arising there under, and comply with all

covenants therein contained and contained in the specifications, plan and other

instruments constituting a part of the contract, required to be performed by the said

principal in the manner and within the time provided in the contract or any extension

thereof that may be granted by the PGSHF with or without notice to the surety(s) and

shall fully indemnify and the PGSHF, for all costs and damages which the PGSHF

may suffer by reasons of failure so to do and shall fully reimburse and repay the said

Project Director, Project__________________ all out-lay and. expenses which may incur

Contractor

Project Director
in making good any such default and reasonable counsel fee incurred in the
prosecution of defense of any action arising out of or in connection with any such
default, and shall pay all persons who have contracts directly with the principal for
labor and materials if any in connection with the work performed under the contract or
any addition in or alteration thereto, or if the contract has not otherwise been
rescinded by the PGSHF under the provisions of clause 60 of general conditions of
contract, then this obligation shall be null and void and of no effect, otherwise to
remain in full force and effect and virtue.

(2) The said surety, for value received, hereby stipulate and agree that no change in
or in respect of any matter or thing concerning the said contract on the part of the PGSHF or
the Project Director extension in time, alteration in or addition to the terms of the contract
between the PGSHF and the contractor or to the extent and nature of the work be construed,
completed and maintained there under, or the specifications accompanying the same shall in
any way affects its obligations to this guarantee and it does hereby waive notice of any
change, extension in time, alteration or addition to the terms of the contract, or to the
specifications.

(3) The liability of the surety is irrevocable and shall in no case exceed the aggregate
amount stated on the top of this guarantee which each surety binds itself and promise to
pay the whole or any part of this amount on demand to the Project Director, Project___________
without question and without reference to the principal. Provided that the notice of demand
shall be given by the aforesaid Project Director in writing to the surety. I
IN WITNESS WHEREOF, the above named principal and the surety
have executed this instrument under its seal on this __________ day of 200___ the name
and corporate seal of the surety being here to a fixed and these presents duly signed by its
undersigned representatives pursuant to the authority of its Governing body.

________________________
Principal (Contractor)
Address_________________

________________________
Sureties 1. Punjab _______________ Bank of Pakistan Ltd. or Bank of Branch. Seal .

Signed, sealed and delivered by the said principal and sureties in the presence of:
WITNESSES:

1.________________________________
Name_____________________________
Address

2.________________________________
Name ____________________________
Address

Contractor					Project Director
Bank Guarantee
{See Clause 50(b)}

WHEREAS a contract for the ____________________________ (name of work)
(hereinafter called the work) has been awarded by the M.D, PGSHF acting through
the Project Director, Project PGSHF to Mr./Messr________________________ (hereinafter called
(hereinafter sometimes called the contractor).
(Name of contractor)

AND WHEREAS the contractor has constructed the said work and completed
the contract or part thereof for which a certificate of completion has been given by the
Project Director.

AND WHEREAS, clause 5O(b) of the general conditions of contract provides that
the amount of security deposit retained by the PGSHF in the above work or such
portion of the security deposit as the Project Director shall determine with respect to
a part of the work, having regard to relative value of such part of the work can be
released to the contractor, provided the contractor produces a bank guarantee from
the Bank of’ Punjab/Scheduled Bank in Pakistan of an amount equal to the amount
of his security deposit as aforesaid to the effect that the contractor shall repair and
replace at his expense all the damages and imperfections which may become
apparent in all or any of the work mentioned in the contract within the f balance
period of maintenance after a certificate, final or otherwise of its completion has been
given by the Project Director.

AND WHEREAS, the certificate of completion of the work or part of the work has
been given by the Project Director on _____________ day of 200______ and the
contractor is responsible to repair and replace such damages and imperfections upto
the _____________ day of ____________200__

NOW THEREFORE, by this guarantee we/MIs.____________________________
Bank of Pakistan Ltd.________________________Branch________________________
(herein after called the guarantor) do hereby hold and bound ourselves, our
successors and assigns, jointly and severally to the government in a sum of
Rs.________________________(Rupees in words __________________________)
in the manner hereinafter provided in the guarantee.

The condition of this guarantee is such that the contractor shall repair and replace
at his own expense all the damages and imperfections which become apparent in all
or any of the works mentioned in the contract within the period mentioned in item (i)
of the memorandum annexed with the contract, after a certificate, final or otherwise
of its completion, beginning from the _____________ day of _______200__ has been
given by the Project Director to his satisfaction, his successor in office______, or
assigns, except as a result of the consequences of war hostilities, whether direct or
indirect (whether war be declared or not) invasion, act of foreign enemy, rebellion,

Contractor Project Director
revolution, insurrection, military or usurped power, civil war, or riots (otherwise than among the contractor's own employees), commotion or disorder, failing which the guarantor binds himself, his successor or assigns, under this guarantee to pay to the PGSHF his successor in office or assigns, on demand and without question and without reference to the contractor, a sum hereinbefore mentioned above.

Provided that the notice of demand of the said Sum of Rs.____________________ Rupees,____________________________ shall be given to the guarantor in writing by the Project Director, Project, or his successor in office or assigns.

Provided further that this guarantee shall be irrevocable and the liability of the guarantor under this guarantee shall in no case exceed the aggregate sum of Rs.________________ (Rupees________________) and shall cease after ______________ days of _________200____

IN WITNESS WHEREOF, we the said guarantor have set out our hands to this deed of guarantee this________ day of_________200____ pursuant to the authority of the governing body.

Guarantor___________________

Name______________________

Branch_____________________

Signed, sealed and delivered by the said guarantor in the presence of:

Witnesses:

1:____________________________________________________

Name_______________________________________________

Address_______________________________________

2.____________________________________________

Name_________________________________________

Address_______________________________________

Contractor

Project Director
ADDITIONAL CLAUSES OF CONTRACT

The following additional clauses shall apply in accordance with Directions at Sl. No.12 of General Directions for the guidance of the Tenderer and it will form the part of the Contract Agreement.

1. Final Cost of Project.

Final cost of the contract shall be determined in accordance with the Para-V of Government of the Punjab, Finance Department Notification No.RO(Tech) FD.1-2 /83-VI, dated March 29, 2005. According to said Notification, "the final cost of tender/payment shall be the same percentage above/below the amount of revised technically sanctioned estimated as was at the time of approval of tender".

Project Specifications (Attached Page 01 to 07)