



AGREEMENT

NAME OF WORK: CONSTRUCTION OF 1ST & 2ND FLOOR
AT DOW INTERNATIONAL DENTAL
COLLEGE, DUHS, (DEFENCE CAMPUS),
KARACHI

NAME OF CONTRACTOR:

CONTRACTOR

**PROJECT DIRECTOR
PLANNING & DEVELOPMENT**

Name of Work	CONSTRUCTION OF 1ST & 2ND FLOOR AT DOW INTERNATIONAL DENTAL COLLEGE, DUHS, (DEFENCE CAMPUS) KARACHI
Agency	
D.R No.	
Date of Issue	
Date of Opening	
Certified that this agreement contains 20 (Twenty) Pages	

Director Planning & Development
Dow University of Health Sciences
Karachi

SGP (Khp.) D. No. 105—11—94-50,000 L.F. of 8 is each.	PW.D. 287
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G.R. P.W.D. Nos. 7938 of 6-4-35 56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P.W.D.) No. S-173, 2-W of 22-2-30. G.Rs (P.W.D) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 654-W of 22-2-39 12-10-44, and 2-5-44, 65-W 1038/11-1 of 28-3-49 5647-W 2 of 12-12-50.

FORM B-1
PUBLIC WORKS DEPARTMENT

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

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

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2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Project Director or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. in the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by Project Director.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be titled in and completed by the office of the Project Director before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the underwritten memorandum within the time specified in such memorandum at Civil, Sanitary fitting & Internal Electrification Work **Rs. 66,932,255.0**

"In Figures as shall as in words.

Percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing. Referred to in Rule 1 hereof and in Clause 12 of the annexed condition, of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) **General description: "[NAME OF WORK]"**

(a) if several sub-works are in sided they bound to detailed in separate list.

(b) Estimated Cost: **Rs. .00**

(c) Security deposit — (including earnest money) **Rs. .00**

(c) The amongst of earnest money to be deposited shall by in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(d) This deposit at all be in accordance with paras 513 and A 521 A of the P.W.D Manual.

(e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case, where Security deposit I taken see note clause of conditions of

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contract.

(f) Time allowed for the work from date of written order to commence ___ *Months*

(f) Give schedule where necessary showing dates by which the various items are to be completed.

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

Call Deposit No. _____ dated _____ from Government Treasury or Sub-Treasury at _____ **Bank** in respect of the sum of **Rs. _____.**00 is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should I / We not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of **Rs. _____.**00 shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause I (B) of the conditions]**

*Amount to be specified in words and figures.

Strike out (a) if no cash and security deposit is to be taken.

** Strike out (b) if any cash security deposit is to be taken.

1. Dated the Sanction Estimate for **Rs. _____.**0 (*Rupees* _____ *Only*)

** Signature of contractor before submission of tender.

day of

(Witnesses***)

***Signature of witness to contractor's signature.

(Address)

(Occupation)

*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sindh.

Sr. Executive Engineer

(or his duly authorized Assistant)

Date the

Condition of Contract

Security deposits

Clause 1. — The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called the contractor) shall (A) (within one day for a contract of Rs. 1,000 up to Rs. 2000 and so on, up to a limit of 10 days, for a contract of Rs. 10000 or less, or two days for a contract of more than Rs. 1,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Project Director in cash or Govt. Securities endorsed to Project Director (if deposited for more

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then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the time of making any payments to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to* 2.5% percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 7.5% Percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sum of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security, deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

The security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Project Director shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.— The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with and due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Vice Chancellor (whose decision in writing

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shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
--do--	--do--
--do--	--do--

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

The following proportions will usually be found suitable:

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work.... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work..... 1/104/108/10 do do

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Vice Chancellor (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Project Director on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government.

Action when whole of security deposit is forfeited.

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

*This will be the same percentage as that in the tender at (e).

*The amount of this percentage not exceeding 10% will be fixed in every case no suit requirements e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from

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every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

(a) To rescind the contract (of which rescission notice in written to the contractor under the band of the Project Director shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Project Director shall be final and conclusive against the contractor) and crediting him with the value of the work done, to all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Project Director, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the 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 if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Project Director shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Project Director shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the

Contractor remains

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Project Director by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been 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 under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Project Director taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, 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 the case of contract not being applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative the Project Director may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Project Director may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Project Director as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

liable to pay compensation if action not taken under clauses 3 and 4.

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

Clause 6.—It the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Project Director within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Project Director in this matter shall be final.

Extension of Time

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorized officers, the Project Director may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

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Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Project Director (hereinafter called the Director-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had position for the purpose of executing the work, not until the work shall have been measured by the Project-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Project-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work of Project-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contract shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereon.

Final certificate

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Project-in-charge or his subordinate and within the time specified in the notice, remove “Bundhis” and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such “Bundhis” and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing “Bundhis” and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Remove “Bundhis” of

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimates to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project-in-charge from requiring any bad unsound imperfect or unskillful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude determine; or effect in any other way the power of the Project-in-charge as to the

Payment on in
intermediate to be
certificate to be
regarded as
advances.

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final settlement and adjustment of the accounts or otherwise or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Project-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Project-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of item of work not accepted as completed to be at the direction of the Project-in-charge.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Project-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent whose countersignature to the measurements list will be sufficient warrant and the Project-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Project-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Project-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Project-in-charge. Any such materials un used and in perfectly good condition at the time of completion or determination of the contract

Store supplied by Government.

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shall be refunded to the P.W.D. store, if the Project-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Project-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining un used by him or for any wastage in or damage to any such materials.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Project-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Works to be executed in accordance with specifications drawing order etc.

Clause 14.—The Project-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Project-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Project-in-charge of the rate which it is his intention to charge for such class of work, and if the Project-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Project-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. Provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore

Alterations in specification and design not to invalidate contracts.

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mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Project-in-charge. In the event of a dispute, the decision of the Vice Chancellor will be final.

Clause 15.—If at any time after the execution of the contract documents the Project-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon 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 so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

No claim to any payment or compensation for alteration into restriction of work.

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Project-in-charge within one month of the cause of such claim occurring.

Time limit for unforeseen claims

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Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Project-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with material of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to the contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Project-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Project-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure eso continues, and in the case of any such failure the Project-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Project-in-charge consider that any such inferior work or materials as described above may be accepted or made use of: it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Action and compensation payable in case of bad work.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Project-in-charge or his subordinate-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 measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Project-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before works is covered up.

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Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Project-in-charge, the contractor shall make good the same at his own expense, or in default the Project-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Project-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor or from his security deposits or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project-in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Project-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of 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 for compromising any claim by any such person.

Contractor to supply plant, ladder scaffolding etc.

And is liable for damages arising from non-provision of lights, facing etc.

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Project Director.

Measures for prevention of fire.

When such permit is given, and also in all cases when destroying cut or dug cup trees brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding

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property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Project-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Vice Chancellor on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Director-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

Liability of contractor for any damage done in or outside works area.

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

Clause 24.—The employment of female labourers on works in the neighborhood of soldiers, barracks should be avoided as possible.

Employment of female labour.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Project-in-charge.

Work on Fridays.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Project-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Project-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

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thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Project-in-charge for his information.

Changes in the constitution of firm to be notified.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice Chancellor for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Vice Chancellor.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Vice Chancellor for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work, or the execution, or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

Decision of Vice Chancellor to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefore or in connection therewith, unless he has obtained permission in writing from the Project-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Project-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Government.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the

Lump sum sums in estimates.

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same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Project-in-charge capable of measurement, the Project-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Project-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being to Divisional specifications, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project-in-charge to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Action where no specification.

Clause 35.—The percentage referred to in the tender shall be ^{Deducted to} ~~Added To~~ the gross amount in the bill before deducting the value of any stock issued.

Contractors percentage where applied to net or gross amounts of bill.

Clause 36.—All quarry fees, royalties, octroi dues and ground renture stocking materials in any, should be paid by the contractor, who will how foes be entitled, to a refund of such of the charges as are permissible under the evere on obtaining a certificate from the Director-in-charge that the materials which required for the use on Government work.

Refund of quatry fees and royalties.

Clause 37.—The contractor shall be responsible for and shalpaisation compensation to his workmen payable under the Workmen's Col pen caused Act., 1923 (VIII of 1923), (hereinafter called the said Act) for injum principal to the workmen. If such compensation is paid by the Government rruany under sub-section (1) of section 12 of the said Act on behalf of the ies contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Claim for quantities, entered in the tender or estimate.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Project-in-charge.

Employment of famine etc. labour.

Clause 40.—No compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for delay in starting the work.

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Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Claim for compensation for delay in execution of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Project-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

Minimum age of persons employed the employments of donkeys or other animals.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

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

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

(iv) The Project-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Clause 44.—As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British.

Pakistani, Tim bers to be used.

Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Project-in-charge of the work to the effect that the materials are required for Government or Semi Government works thereby enabling them to have the benefit of concessionary freight charges from the Railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges forms the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in

Partnership of M

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SCHEDULE-A

Schedule showing (approximately) the material to be supplied from the Public Works Stores/ University for works contracted to be executed and the rates at which they are to be charged for.

Particular	Rate at which the materials will be charged to the contractor			Place of deliver
	Units	Rs	Ps.	
<h1>Not Applicable</h1>				

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by Director-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

Signature of Additional Director
Planning & Development

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SCHEDULE-B

Memorandum Showing Items of Work to be carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		
<h1>Separately Attached</h1>						

- Note: 1. All work shall be carried out as per Public Works Departments Head-book and other specifications of the Division or as directed.
- Note 2. All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note 3. Rates quoted include clearance of site (prior to commencement of Work and at its close) in all respects and hold good work under all conditions. Site moisture weather, etc.

Signature of Contractor

Project Director
Planning & Development
(Signature of _____)

Note: To be continued on additional sheets if found necessary.

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