

**FURNITURE WORKS FOR ACADEMIC BLOCK
AT
IBA COMMUNITY COLLEGE DADU**

TENDER DOCUMENT

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1. FORM OF TENDER
pages 1-1 to 1- 4

Engr. Nazik Hussain
Project Director
Institute of Business Administration,
Community College
Dadu

**FURNITURE WORKS FOR ACADEMIC BLOCK
AT
IBA COMMUNITY COLLEGE DADU**

Dear Sir,

- 1.1** Having inspected the SITE and checked all local conditions affecting the WORK, and having also examined all Tender Documents including the Drawings, Instructions for Tenderers, Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Bill of Quantities, for the above named WORK, we the undersigned offer to supply, install, execute and maintain the whole of the said WORK, in conformity with the said Tender Documents, for the price as mentioned below:

FURNITURE WORK Rs. _____

TOTAL (in figures) Rs. _____

(in words) **Rupees** _____ **Only)**

as agreed upon under the CONTRACT or such other sums as may be ascertained in accordance with the said CONDITIONS of CONTRACT.

- 1.2 We accept the above-mentioned Tender Documents as valid and binding including parts not countersigned in full by us. This also includes all Appendices to the Form of Tender attached hereto.
- 1.3 We confirm that we have satisfied ourselves about the SITE, services, ground water, sub-soil, climatic, traffic and all other conditions in Pakistan in general and the SITE of the PROJECT, and related works in particular, which influence, or may influence the work, and that we do not require any further clarification and additional information thereto, and that we cannot raise any claim for not knowing them. The CONTRACTOR may see for his reference the sub-soil report of soil exploration work done by a soil investigation firm, which is available with the ARCHITECT and/or OWNER. The CONTRACTOR shall however make his own assessment by making further investigations. No claim will be entertained by the OWNER for dewatering and soil investigation, in case any variation or omission is found in such data.
- 1.4 We undertake to carry out such alterations, additions or curtailments of the WORK as may from time to time be determined and ordered in writing, in accordance with the CONTRACT, and at the rates in the Bill of Quantities.
- 1.5 The rates and prices which we have entered in the Bill of Quantities and Schedule, and all information and data attached with our Tender are complete and without any hidden or technical and/or financial reservations or implications. They have been duly checked, and are correct in every aspect.
- 1.6 The rates and prices which we have entered in the Bill of Quantities and Schedule, are firm and shall remain fixed for the entire duration of the CONTRACT, and are inclusive of custom duties, sales tax, local and federal taxes, Iqra surcharge, insurance, port and octroi charges, royalties, except change in direct taxes.
- 1.7 We attached herewith a **Bid Bond** for **2%** of the contract value **valid** for **45 days** from the date of opening of the Tender in favor of the OWNER, in the form of Pay Order from a Scheduled Bank.

We agree that should we withdraw the offer within the aforesaid period, and/or fail to sign the formal Agreement of CONTRACT, and/or fail to submit the Performance Bond; the OWNER shall be at liberty to appropriate at his absolute discretion such aforesaid Bid Bond.

- 1.8 A certificate attesting the signatures of our authorized representatives is enclosed.
- 1.9 We undertake, if our Tender is accepted, to commence the WORK at SITE within **3 (Three) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to sign the Agreement for the CONTRACT within **30 (Thirty) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to complete the supply, installation and execution of the whole of the said WORK, in conformity with the said Tender Documents, within **4 (Four) calendar months** of the date of issue by the OWNER of the Letter of Award, or such extended time as may be allowed by the OWNER from time to time under the CONTRACT.
- 1.10 If our Tender is accepted, we shall furnish a **Performance Bond** as per the format as in Appendix II to these CONDITIONS of CONTRACT, from a Scheduled Bank as in Clause **3.13.2**, which shall be valid from the date of issue by the OWNER of the Letter of Award, till the expiry of the PERIOD of MAINTENANCE in accordance with Clause **3.17.4** of these CONDITIONS of CONTRACT.
- 1.11 We agree to pay all costs towards the preparation of the Agreement for the CONTRACT.
- 1.12 We further agree to abide by this Tender for a period of **45 (Forty Five) Calendar days** from the date of opening of this Tender, and we agree to be bound by this Tender for that period.
- 1.13 Until and unless the Agreement is signed, this Tender and the OWNER's written acceptance thereof shall constitute a binding CONTRACT between us.

1.14 We understand that the OWNER is not bound to accept the lowest or any Tender he may receive.

Dated this _____ day of _____, 2020,

Name (in block letters) _____ Signature

Designation _____

Address _____ Seal of the Tenderer

Duly authorized to sign the Tender on behalf of:

_____ (Name of the Tenderer in Block Letters)

Address _____

Witness

Name (in block letters) _____

Designation _____

Address _____

2. INSTRUCTIONS TO TENDERERS

pages 2-1 to 2-9

2.1 Definitions and Interpretations:

In the CONTRACT (see the following for definition of the term "CONTRACT") the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

2.1.1 **"GOVERNMENT"** means the Government of Pakistan

2.1.2 **"OWNER"** means
**Institute of Business Administration
Community College, Dadu**

2.1.3 **"ARCHITECT"** means
Habib Fida Ali,
Architects,
4-Choudhry Khaliqzaman Road,
Karachi-75530.
and/or any person duly authorized by him.

2.1.4 **"CONTRACTOR"** means the firm or company, group of companies, who's Tender has been accepted by the OWNER. The term CONTRACTOR, includes sponsor/representative of the company, firm/consortium their successors and his approved authorized representatives.

2.1.5 **"WORK"** means all supplies and performances, which are to be executed by the CONTRACTOR in accordance with the CONTRACT. Insofar as to be understood from the wording of the text, WORK also means the entirety of all or individual components which are to be completed and maintained until finally accepted within the scope of CONTRACT.

2.1.6 **"CONTRACT"** means the contractual agreement between the OWNER and CONTRACTOR for the execution of the WORK and includes the following documents:

- .1 The Agreement of CONTRACT;
- .2 The Form of Tender and its Appendices, filled in and signed by the CONTRACTOR;
- .3 The Instructions to Tenderer;
- .4 The Conditions of CONTRACT and Appendices to the Conditions of Contract;
- .5 The Specifications;
- .6 The Bill of Quantities priced by the CONTRACTOR;
- .7 The Tender Drawings;
- .8 The correspondence of the ARCHITECT and/or before

finalization of the Tender;

- .9 The Special Correspondence with the CONTRACTOR, inclusive of the covering letter with the Tender;
 - .10 The Final Drawings of the ARCHITECT and/or issued for construction;
 - .11 The Shop Drawings prepared by the CONTRACTOR and approved for construction by the ARCHITECT and/or
 - .12 The as built drawings prepared by the CONTRACTOR and approved by the ARCHITECT and/or
 - .13 The Addendum/Corrigendum, related correspondence.
- 2.1.7 **"CONTRACT PRICE"** means the price as in the Tender, inclusive of all additions or deletions foreseen in the CONTRACT, but without Liquidated Damages.
- 2.1.8 **"CONSTRUCTION PLANT"** means all tools, machinery, equipment appliances or things of whatsoever nature, required for the execution, completion or maintenance of the WORK or Temporary WORKs (as hereinafter defined), but does not include materials or other things intended to form or forming part of the permanent structures.
- 2.1.9 **"TEMPORARY WORKS"** means all temporary works of every kind, inclusive of the materials therefore, required in or about the execution, completion and maintenance of WORK until final acceptance. It also includes any material becoming part of the completed WORK, and any performances therewith, required and used only due to, or in consequence of, the construction methods, construction stages etc.
- 2.1.10 **"DRAWINGS"** - The term "Drawings" wherever referred to in CONTRACT shall include in addition to those listed in the CONTRACT such additional scale and full size detail drawings as will be furnished by the ARCHITECT and/or from time to time as WORK progresses to amplify drawings listed.
- 2.1.11 **"BILL OF QUANTITIES"** - The term Bill of Quantities shall mean that part of the CONTRACT documents under Section 5 outlining the quantities of the various items of WORK to be performed under the various sections of the Specifications, and the respective per unit prices for these items of work, quoted for by the Tendered.
- 2.1.12 **"APPROVAL"** - The term "Approval" or "approved" shall be interpreted to mean "written approval".

2.1.13 "EQUAL","EQUIVALENT","SATISFACTORY", etc. When the terms "or equal", "approved", "acceptable", "satisfactory", "proper" or other general qualifying terms are used in CONTRACT, it shall be understood that reference is made to ruling and judgment of ARCHITECT and/or The term "equivalent" where used in this Specifications, in general sense shall not mean "similar", but on the contrary, "conforming to, of like kind, quality and function". Proprietary items and trade names are used for the purpose of establishing a standard of "kind, quality and function", and "equivalent" items, articles, things or materials will be approved, if held to be "equivalent" by ARCHITECT.

"SITE" - The "SITE" shall mean Furniture Works for Academic Block - at Institute of Business Administration, Community College, Dadu

where the WORK is to be executed.

"SITE" also means land on, under, in or through which the WORK are to be executed or carried out, as well as all land or buildings provided by the OWNER for the purpose of the CONTRACT, and furthermore, all terrain as may be expressly designated in the CONTRACT as forming part of the SITE.

2.1.15 "Rupees" means Pakistani currency Rupees. It is the currency basis of the CONTRACT.

2.1.16 "MONTH" means thirty (30) calendar days.

2.1.17 "DAY" means calendar day.

2.1.18 Words used only in the singular, also include the plural, and vice versa where required by context.

2.2 General:

Only Contractors pre-qualified for the work are allowed to submit a Tender.

2.3 Confidentiality:

The Tenderer, whether or not he submits a Tender shall treat the details of the Documents as strictly confidential.

2.4 Tender in Accordance with Documents:

The Tender shall be made in accordance with the Tender Documents and the requirements stipulated therein. Any proposed alternate or alternatives for the execution of work will be considered only if it meets the minimum stated requirements for, and is at least equivalent to, its counterpart shown on Drawings and/or Specifications. All costs for the preparation and submitting of the proposed alternates and/or alternatives will be borne by the Tenderer and the Tenderer will not be

reimbursed for anything connected with alternate and its submittal.

2.5 List of Tender Documents:

Each Tenderer shall receive **1 (one)** complete set of the Tender Documents, as in Clause 2.1.13 herein.

2.6 Accuracy of Tender Documents:

The Tenderers should carefully examine the Conditions of CONTRACT, the Specifications, the individual Bill of Quantities and the Drawings and all relevant parts of the Tender Documents. The OWNER does not guarantee the accuracy of the Tender Documents or any part of them or any statement made or information given therein, or of the estimated quantities given in the Bill of Quantities, or of any other information supplied by or on behalf of the OWNER in respect of the Work.

2.7 Inspection of SITE:

The Tenderer should visit and inspect the SITE on his own responsibility and at his own expenses, to obtain all the information which may be necessary for the purpose of anticipating all conditions that may prevail during the course of construction. The Tenderer must satisfy himself as to the nature and extent of existing structure, facilities and other operations in the vicinity of the proposed Work, the nature of the existing roads or other means of transportation, the access to, and the egress from, the SITE and the Work. The OWNER shall not entertain any representations or claims at any time which result out of the Tenderer's not having information which could have been obtained prior to submittal of his Tender.

2.8 Utilities at SITE:

The Tenderer must enquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all plant, materials, labour, etc., and other things, required for or in connection with the Work. He must consider all other matters and possible contingencies affecting the execution, completion and maintenance of the Work.

2.9 Materials, Plants and Equipment:

The Tenderer will be deemed to have obtained full information about the availability and procurement of the required construction material, plant, equipment and tools and to have allowed in his Tender for all delays, additional costs and financing charges that may arise directly or indirectly there from.

2.10 Neglect to obtain information:

Any neglect or failure on the part of the Tenderer to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution, completion and maintenance of the Work, the rates, total amounts and the CONTRACT shall not relieve the Tenderer whose Tender is accepted, from any risks or liabilities or from the responsibility of completing, handing over and maintaining the

Work, including during the Period of Maintenance, all as defined in the CONTRACT.

2.11 Clarification and Queries:

If the Tenderer wishes to seek clarification of meaning of any Specifications, Drawings, or other data, he may, at the same time address his enquiry in writing to the ARCHITECT and/or such questions shall be received on the date announced for this purpose. All explanations and amendments respectively, given by the ARCHITECT and/or shall be sent at the same time to all Firms invited to submit tender.

.1 The tenderer shall in writing brought to the notice of the ARCHITECT/ CONSULTANT any item(s) of work shown in the drawings/ specifications but NOT INCLUDED in the B.O.Q. Items such as drip course, rounding corners, chamfer, making holes/ grooves for piping/ clamps, etc. if not shown in BOQ shall not be considered for payment.

2.12 Difficult Design or Specifications

If, in CONTRACTOR's opinion, any WORK is shown on Drawings or called for in Specifications in such a manner as to make it impossible for him to produce a first-class piece of WORK, he shall refer such facts in writing to ARCHITECT so that they may issue revisions/modifications, as he considers necessary.

2.13 Fullness of Rates:

The rates and prices set down by the Tenderer against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall cover profit and all obligations of every kind whatsoever which under the CONTRACT are to be borne by the CONTRACTOR.

2.14 Form of Entry into Tender Documents:

Tenders must be prepared only on the Documents supplied herewith.

2.14.1 Language

All entries are to be made in English and clearly in ink.

2.14.2 Tenderer's Name, Signatures and Stamps

All covers of the bound Tender Documents shall be marked with Tenderer's name and signed, with full signature of the authorized person(s). All pages and Drawings of the Tender Documents as well as erasures and/or corrections, if any, are to be initialized by the same representative(s). The Tenderer or his authorized representatives shall sign in full, stamp and date each page of the Tender Documents and in the spaces for the purpose, as well as all separate documents and drawings which shall be in English and form as supplement to Tender.

2.15 Alterations or Comments:

No alteration unless authorized in writing by ARCHITECT may be made in any of the Tender Documents. Any technical or other comments which are desired to be made, shall not be placed on any of the Tender Documents, but shall take the Form of a separate statement, as brief as possible and referenced to items, Clauses and pages of the Tender Documents.

2.16 Completeness of Tender:

Tenders must be complete, in all respects, including but not limited of the following:

2.16.1 The Bill of Quantities must be fully priced in all items, and totaled as required.

2.16.2 All Schedules and Appendices of the Tender Documents must be properly filled in, completed and signed as required.

2.16.3 All drawings, descriptions, time schedules and data to be supplied additionally by the Tenderer must be in English.

2.17 Additional Submissions:

The Tenderers must supply with their Tenders:

2.17.1 Contractual Reservations

Compilation of contractual reservations, if any, in technical and/or financial respect.

2.17.2 Information of Suppliers

Information brochures of the considered suppliers, along with descriptions, specifications, certificates, sketches or drawings on their respective supply items.

2.17.3 Standards for Materials

Information on any standards and codes, equivalent but other than those prescribed in the CONTRACT for the supply of materials or for the execution of the construction Work.

2.17.4 Time Schedule

Binding preliminary time schedule.

2.17.5 Special Sequences and Methods

Description and justification of any method or sequence for the construction, manufacture or fabrication of any part of Work along with a binding statement that all additional suppliers and performances required in connection with such special methods or sequences have been included in the respective rates filled by the Tenderer in the Bill of Quantities.

2.18 Bid Bond:

Each Tender must be accompanied with a **Bid Bond for 2% of contract.**

The Bid Bond of un-successful Tenderers shall be returned:

1. After execution of agreement with the successful Tenderer, or
2. If all Tenders are rejected, after such rejection, or
3. After thirty (30) days from the opening of Tenders.

The Bid Bond of the successful Tenderer will be released only after the Agreement of CONTRACT has been signed and the Performance Bond has been deposited by him as per Clause 3.13.

2.19 Delivery of Tender Documents:

Tender Documents is to be sealed in a separate envelope and is to bear the name and address of the Tenderer, and is to be inscribed as follows:

**"Tender for
FURNITURE WORKS FOR ACADEMIC BLOCK AT INSTITUTE OF
BUSINESS ADMINISTRATION, COMMUNITY COLLEGE, DADU**

The Tenders should be submitted at the following address:

**Institute of Business Administration,
Community College,
Dadu**

2.20 Time of Delivery:

The original Tender set must reach the Addressee above, before the time & date fixed in writing by ARCHITECT for opening of the tenders. Tenders received after such time and date will be rejected.

2.21 Checking and Evaluation of Tender:

Subsequent to their opening, Tenders will be checked and evaluated by the ARCHITECT. The Tender of any Tenderer who has not fully conformed with these instructions may be rejected.

2.22 Arithmetical Corrections:

The ARCHITECT shall have the right to adjust arithmetical errors in any Tender. If the ARCHITECT and/or PROJECT MANAGER discover major errors and/or omissions in any Tender, he may require the Tenderer to adjust the same, but in such cases the Tenderer will not be permitted to change the basic rates. If any discrepancy is found, the relevant rates in words so arrived at will be considered in assessing the

Tender.

2.23 OWNER's right of Rejection:

THE OWNER RESERVES THE RIGHT TO REJECT ANY TENDER WITHOUT GIVING ANY REASON, OR TO ACCEPT ANY TENDER IN WHOLE OR IN PART AND DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER.

2.24 Discussions after Acceptance of Tender:

The Tenderer, whose Tender may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions, as the case may be, for drafting the Agreement of CONTRACT.

2.25 Letter of Award of Work:

The Tenderer whose Tender may be accepted will, after all discussions as in 2.25, receive a Letter of Award of Work, after which Tenderer will be deemed to have been awarded the Work, and all covenants of the CONTRACT Documents will be applicable immediately on all parties concerned, until the formal Agreement of CONTRACT has been signed.

2.26 Enter into Agreement:

The Tenderer who has been issued Letter of Award of Work will be required to enter into the Agreement of CONTRACT, the form of which (subject to any necessary adoptions), will be as set out in APPENDIX I to the Conditions of CONTRACT, within thirty (30) days after issue of Letter of Award of Work.

2.27 Amendments, Addenda, Corrigenda:

The right is reserved to amend any of the Tender Documents or to issue additions to them prior to the due date for submitting Tenders. All such amendments and/or additions will be advised not later than **3 (Three) days** before Tenders are due. It is mandatory that the Tender shall include the latest amendment and/or additions to the Tender Documents. The drawings mentioned in 2.5 of the Tender Documents as revised during the aforesaid period shall be deemed to be Drawings referred to in the CONTRACT upon which the sums named in the Tender are based.

When the Tenderer is informed of any amendment, addition or revision of the Tender Documents, he is required to immediately acknowledge receipt of same to the following:

**HABIB FIDA ALI,
Architects,
4, Choudhry Khaliquzzaman Road,
Karachi-75530,
Pakistan.**

3. CONDITIONS OF CONTRACT pages 3 -1 to 3 - 39

3.1 Distribution of Correspondence:

CONTRACTOR shall prepare 6 (Six) copies of all correspondence with OWNER, ARCHITECT and CONSULTANT. This is in addition to copies which may be required to be sent to other parties as the case may require.

3.2 Drawings and Specifications:

3.2.1 Issue and quantity of Drawings

After receiving Letter of Award of WORK, CONTRACTOR, upon instructions from the OWNER, shall receive from ARCHITECT and CONSULTANT two **(2) sets of Drawings** labeled "Good for Construction", out of which one (1) set will be preserved at SITE in a cellophane envelope for use of OWNER and/or ARCHITECT and/or CONSULTANT. Subsequently, all further Drawings issued to CONTRACTOR will be in **duplicate**, as mentioned. ARCHITECT and/or CONSULTANT shall furnish with reasonable promptness, additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the WORK. All such Drawings and instructions shall be consistent with the CONTRACT, true developments thereof, and reasonably inferable there from. The WORK shall be executed in conformity therewith and the CONTRACTOR shall not WORK without proper Drawings and instructions.

3.2.2 Drawings part of Specifications

All Drawings, together with such notes, interlineations, figures and details, as may be noted thereon, shall be considered as a part of and complementary to the Specifications.

3.2.3 Scales of Drawings

Full size Drawings and large scale details shall, in general, govern and take precedence over small scale drawings which they are intended to amplify.

3.2.4 Written Dimensions to be followed

Written dimensions shall govern in laying out WORK, and no work shall be executed from dimensions obtained by scaling Drawings.

3.9.1 Trade Classifications

While the Specifications are sub-divided into trades, CONTRACTOR, shall, nevertheless, furnish all labour and materials necessary to complete all his WORK in accord with the CONTRACT, despite the fact that it may not appear under the WORK specified for the particular trade which it would be normally classified.

3.9.2 Errors and Omissions

CONTRACTOR shall check all Drawings furnished to him immediately upon receipt. These Drawings shall not be altered by CONTRACTOR but should any error or inconsistency appear, or in the event of any doubt or question arising in respect to true meaning and intent of Drawings or Specifications, or should any thing be omitted from the Drawings or Specifications, which is necessary for a clear understanding of the WORK, he shall promptly report facts in writing to the ARCHITECT and/or OWNER within 15 days of issue of drawings, who will make any/all necessary corrections and/or decisions and advise OWNER.

3.9.3 Difficult Design or Specifications

If, in CONTRACTOR's opinion, any WORK is shown on Drawings or called for in Specifications in such a manner as to make it impossible for him to produce or guarantee a first-class piece of WORK, and which, in spite of all reasonable care and diligence, could not have been identified at the time of preparing his Tender, he shall refer such facts in writing to ARCHITECT and/or OWNER and wait for reply before proceeding with the execution of such WORK.

3.9.1 Lack of information from ARCHITECT and/or CONSULTANT

If at any time ARCHITECT and/or CONSULTANT shall fail to supply sufficient or clear information to enable CONTRACTOR to proceed with WORK, CONTRACTOR shall immediately notify the ARCHITECT and/or CONSULTANT in writing, and in no case, will lack of such information, or any failure to understand Drawings or Specifications or ignorance of contents of either, be considered or received as an excuse for improper or inferior design, workmanship or materials, or for any delay in performing WORK, or as a justification for any claim for extra work or materials. Should any question or disagreement arise concerning meaning of Drawings or Specifications, such questions or disagreement shall be settled by ARCHITECT and/or CONSULTANT, whose decision in writing shall be final.

3.9.2 Extra Specification WORK

In the case of any class of WORK for which there are no specifications in the Tender, such work is to be carried out in all respects as per the instruction and requirement of the ARCHITECT and/or OWNER. 15% markup will be given to the Contractor on prime cost of items of work which are not included in BOQ's & the OWNER has asked Contractor to perform. However, any job, which is required by the OWNER to be done on daily work basis, shall be paid 25% extra to cover the over head and for the coordination supervision on actual cost of material and basic labor rates as below:

Un-skilled labor	Rs. 400 per 8 hrs.
Semi skilled labor	Rs. 500 per 8 hrs
Skilled labor	Rs. 600 per 8 hrs.

3.9.3 Drawings and Specifications on SITE

Out of, or in addition to, the requirements of Clause 3.2.1, the CONTRACTOR shall keep at least one (1) copy of all Drawings and Specifications at the SITE in good order and available to OWNER, ARCHITECT and CONSULTANT or their representatives. These Drawings and Specifications shall be kept up to date at all times and show all construction changes.

3.9.4 Conflict with Trade Unions

Wherever the provision of any section of Specifications may conflict with any agreements or regulations of any kind in force among members of any Trade Associations, Union or Council which regulate or distinguished what work shall or shall not be included in the work of any particular trade, CONTRACTOR must make all necessary arrangements of his own to reconcile any such conflict of provisions without recourse to the OWNER, ARCHITECT and/or CONSULTANT.

3.9.5 Ownership of Drawings and Specifications

Drawings and Specifications are and shall remain property of the ARCHITECT and/or CONSULTANT. These are furnished to the CONTRACTOR as instruments of service. They are not to be used on any other work, shall be preserved and, if required, with exception of the signed CONTRACT set, shall be returned to the ARCHITECT and/or CONSULTANT prior to issue of Certificate of Final Payment.

3.3 Shop Drawings:

3.3.1 General

Wherever in the execution of the CONTRACT, nature of WORK makes it necessary, and where specifically required by the Specifications, CONTRACTOR shall himself or cause his material vendor, fabricator or sub-Contractor to submit 3 sets of scale and full-size Shop Drawings of his WORK to the ARCHITECT and/or CONSULTANT. Shop Drawings must be complete in every detail including provision required of various trades, connections with other work, all cutting, fitting and drilling required and any and all other necessary information in accord with usual and customary trade practice as particularly required for any special purposes.

3.3.2 Submission to Authorities

When drawings are required to be submitted to Authorities, it shall be duty of the CONTRACTOR to submit them to secure approval of said Authorities and notify OWNER and ARCHITECT and/or CONSULTANT of action taken.

3.3.3 ARCHITECT's Approval

It is to be understood that prior to manufacture, fabrication or installation of WORK under CONTRACT, Shop drawings shall be prepared and reproducible of each submitted to ARCHITECT and/or OWNER for approval. No WORK will be executed in any instance prior to approval by the ARCHITECT and/or OWNER of any respective Shop drgs. ARCHITECT and/or OWNER 's approval, however, shall not relieve CONTRACTOR of responsibility for accuracy, as such approval of Shop drawings is only general and is not intended to serve as a check, and does not relieve CONTRACTOR from furnishing the materials and performing the WORK as required by Drawings and Specifications.

3.3.4 Cross Reference to ARCHITECT's Drawings

So far as practicable, each Shop drawing shall bear a cross reference note referring to sheet number or numbers of ARCHITECT and/or CONSULTANT's Drawings showing same WORK in order to facilitate checking of Shop drawings in ARCHITECT and/or CONSULTANT's office and their prompt return to CONTRACTOR.

3.3.5 Verification and Timely Submission

It is CONTRACTOR's obligation and responsibility to check and verify all dimensions and be fully responsible for them and for their coordination with connecting WORK. CONTRACTOR is responsible for submission of vendors' and/or fabricators' Shop drawings in proper rotation, that is, where Shop drawings of one

trade are dependent upon Shop drawings of another trade, proper Shop drawings shall be submitted first. No extension of time in respect to the Final Completion date will be granted to CONTRACTOR because of failure to have any Shop drawings submitted in ample time to allow for checking and approval. The CONTRACTOR along with programme of work in 3.6.2. will also submit within 7 days after the issue of Letter of Award the dates when the shop drawings will be submitted for approval.

3.3.6 CONTRACTOR's Stamp for approval

All Shop drawings submitted by CONTRACTOR shall bear approval of CONTRACTOR as evidence that drawings have been checked by CONTRACTOR.

3.3.7 Letter of Transmittal

Each consignment of Shop drawings submitted for approval must be accompanied by a letter of transmittal itemizing applicable work and number of the drawings.

3.3.8 Coordination between various Trades

CONTRACTOR shall obtain all prints from sub-Contractors as necessary for construction purpose and the coordination of other trades and distribute them to all parties concerned.

3.4 As Built Drawings:

3.4.1 General

CONTRACTOR during progress of WORK, shall keep a careful record of Drawings or all changes and corrections from layouts as shown on Drawings. Upon completion CONTRACTOR shall mark up a set of reproducible furnished by the ARCHITECT and/or CONSULTANT, showing the WORK as actually constructed. These drawings shall be delivered to the ARCHITECT and/or OWNER as a condition of "Final Payment".

3.5 Materials and Workmanship:

3.5.1 General

All types of materials, articles, or processes shall be of the respective kinds or brands relating to kind, quality, function and characteristics required by the Specifications or specified hereinafter. Where various kinds and brands are not so specified they shall be the best obtainable for required purposes. Where a specific item or type of material is specified in any portion of the Specifications and/or followed by the words "or equivalent" or "as equal" or words of similar intent, CONTRACTOR shall base his Bid Proposal upon said item or type of material as specified. The CONTRACTOR may, however, submit a written request, seeking permission to utilize a substitute item or material. The CONTRACTOR shall handle

and take care of all materials used by him in performance of his WORK, whether furnished by him or by other parties; as such materials are delivered at SITE, and shall pile, store, handle and protect them from injury. He shall deliver all materials at such times and in such quantities as will insure speedy and uninterrupted progress of WORK.

3.5.2 Samples

Where required in Specifications for various trades or otherwise required by ARCHITECT and/or OWNER, **samples of any materials to be used and of the finish to be applied in the WORK, shall be submitted by the CONTRACTOR for approval. Samples of all materials submitted for approval to the ARCHITECT and / or OWNER shall be supplied, wherever reasonable, in triplicate**, unless specified otherwise elsewhere in this CONTRACT, each sample bearing a neatly typed label bearing CONTRACTOR's name, name of sub-Contractor or producer of materials, kind, quality and finish or formula (where applicable, as in the case of liquids or paints) intended use or location, date of submission. Written approval shall be obtained prior to processing or fabrication of any materials for which samples are submitted and all finished WORK shall conform thereto and/or comply with characteristics of approved samples. In no instance shall approval of samples relieve the CONTRACTOR of full compliance with any Specification requirement.

3.5.3 Inspection

For purpose of inspection OWNER and ARCHITECT and/or CONSULTANT and their representatives shall, at all times, have access to WORK, wherever it is in preparation or progress, and CONTRACTOR at his expense, shall provide proper facilities for such access and for inspection; but such right of inspection and any actual inspection, shall in no way relieve the CONTRACTOR from performance of the WORK in accord with requirements of CONTRACT or from any other duty, obligation or liability imposed upon him by the CONTRACT. The fact that materials have been accepted at shop or wherever the WORK is in preparation or progress shall not prevent its rejection under provisions hereto at building either before or after its installation. If any such WORK should be covered up without approval or consent of the ARCHITECT and/or CONSULTANT, it must, if required by OWNER, and/or ARCHITECT and/or CONSULTANT, be uncovered for examination at CONTRACTOR's expenses. Wherever so required by OWNER and/or ARCHITECT and/or CONSULTANT shall render a detailed report of condition of WORK in shop or at SITE.

3.5.4 ARCHITECT and/or CONSULTANT sole judge for Quality

The intent herein is that each and every type and/or kind of material shall be fabricated and finished and erected and/or installed in best known possible manner by skilled artisans and mechanics, or so as to be rated "first class" in the opinion and judgment of ARCHITECT and/or OWNER and whose judgment and opinion shall be conclusive and final and not a subject for arbitration or appeal.

3.6 Construction Procedures:

3.6.1 Commencement of WORK

The CONTRACTOR shall commence WORK on the SITE within a period of **seven (7)** days after the receipt by him of Letter of Award of WORK from OWNER.

3.6.2 Programme of WORK

Within **Seven (7) calendar days** after the issue of Letter of Award, the CONTRACTOR must submit detailed time schedules including material procurement, labour employment and installation schedules for WORKS to the ARCHITECT and/or OWNER for checking and approval. The submittal to and approval by the ARCHITECT and/or OWNER of such a programme or the furnishing of such particulars shall not relieve the CONTRACTOR of any of his duties or responsibilities under the CONTRACT. The CONTRACTOR'S programme shall show in the form of Bar Chart, the various SITE and off-SITE activities to be followed for the timely execution of the WORK. Revised programmes and analyses shall be furnished by the CONTRACTOR as may be required by the ARCHITECT and/or OWNER should the scheduled progress of the WORK fail to be maintained.

3.6.2.1 Time Schedule

The CONTRACTOR shall submit a time schedule within 7 days of issue of Letter of Award clearly illustrating a general planned progress of the entire WORK commencing with the SITE installation, the item wise delivery dates at the SITE for the required equipment and materials, the construction programme in various Phases and ending with the SITE clearance after completion of WORK. Time schedule which the CONTRACTOR has already submitted in outline form with his Tender is preliminary but binding in so far as the important and key dates in accordance with the General Time Schedule of the Tender Documents are concerned. The time schedule is to be adjusted from time to time according to the actual progress of the WORK with the definite condition that the final contractual completion date will remain unchanged unless extension of time is

approved in accordance with the CONTRACT.

3.6.2.2 Construction Programme and Labour Schedule

Likewise the CONTRACTOR will submit within 3 days of issue of Letter of Award, comprehensive construction programmes and labour employment schedules based on his Tender to the ARCHITECT and/or OWNER. These documents will also be reviewed and adjusted from time to time as per the progress of the WORK. The CONTRACTOR shall at any time, whenever required by the ARCHITECT and/or OWNER furnish for his information particulars in writing of the CONTRACTOR's arrangements for the carrying out of the WORK and of the Construction Plant and Temporary WORK which the CONTRACTOR intends to supply, use or construct as the case may be. The submission to and approval by the ARCHITECT and/or OWNER of such programmes or the furnishing of such particulars shall not relieve the CONTRACTOR of any of his duties or responsibilities under the CONTRACT.

3.6.3 Project Signs and Advertising

Right is reserved by the OWNER to erect such signs of any kind or character as are deemed appropriate on or about premises in connection with the WORK. The CONTRACTOR shall in no instance display and/or permit to be displayed on or about the WORK, any sign, trademark, poster or other advertising device, except as may be approved by the ARCHITECT and/or OWNER.

3.6.4 Use of SITE

The SITE is to be kept clear for safety and to facilitate inspection by OWNER/ ARCHITECT/ CONSULTANT and for repaid progress of the work. Before the end of the day all loose materials such as broken bricks, loose mortar/ concrete, unused bamboo props, planks, nails etc. shall be removed from construction area and dumped in safe place.

3.6.5 Residence on SITE

No employees of CONTRACTOR, unless authorised by the ARCHITECT and/or OWNER, will be permitted to live on SITE.

3.6.6 Setting Out

CONTRACTOR will have to layout the WORK as per the drawings. CONTRACTOR will be responsible for all errors that may be subsequently found and he will remedy them at his own expenses.

3.6.7 Setting out by other Contractors

If certain portion of WORK has already been done by other Contractors, the CONTRACTOR is to check all the dimensions

in the work already performed and to report in writing, any discrepancies between these and ARCHITECT and/or CONSULTANT'S drawings before confirming possession of the SITE. Once he has taken possession, the CONTRACTOR will be responsible for error that may subsequently be found in the visible portions of other Contractors' work and will have to remedy the same at his own expenses.

3.6.8 Care of the WORK

3.6.8.1 From the commencement of the WORK at SITE until their completion and acceptance by the OWNER, the CONTRACTOR is fully responsible for their care including the Temporary Works, even if they should have been executed by any other contractor. If the WORK at the SITE or part thereof; materials, equipment, construction/fabrication and erection Plant, or the Temporary Works suffer damage, loss or impairment from any cause whatsoever (save and except the excepted risks) the CONTRACTOR shall at his own expenses repair and make good the same so that they are in good condition upon final acceptance of each phase or part of the WORK and in full conformity with the instructions. If damage, loss or impairment occur at the SITE due to an excepted risk, the CONTRACTOR shall, repair and make good the same as aforementioned at his own cost. The CONTRACTOR shall also be liable for any damage to the WORK caused by him or by his agents, servants, employees or Sub-Contractors in the course of any operation in the fulfillment of his obligations under these Conditions of CONTRACT.

3.6.8.2 The "excepted risks" are war hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection and civil war, curfew and national or local general strike, riots, commotion, etc., all to be applicable only if occurring in Pakistan and affecting the WORK at SITE, or (otherwise than among CONTRACTOR'S own employees), which may render it physically impossible to enter the WORK SITE by the CONTRACTOR'S workmen, or the use or occupation by the OWNER of any portion of the WORK in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as "the excepted risks")

3.6.9 Progress Report

The CONTRACTOR shall submit in triplicate, 3rd day of every month, Progress Report, along with photographs, to the ARCHITECT and/or OWNER. The report shall also include daily record of labour at site and Addition/ Withdrawal of Equipment from site. The date of submission and proforma of such Progress Report shall be approved by the ARCHITECT

and/or OWNER or amended from time as found necessary. All assistance by the CONTRACTOR shall be given to the ARCHITECT and/or OWNER as and when assessment of such progress is to be made by the ARCHITECT and/or OWNER.

3.6.10 SITE Instruction Book

The CONTRACTOR shall maintain a SITE Instruction Book (of triplicate leaves) and proforma as approved by the ARCHITECT and/or OWNER for taking instructions and directions of the ARCHITECT and/or OWNER at the SITE.

3.6.11 Tools and Stores

The Contractor will provide within 3 days of the letter of Intent a schedule of all materials, stores, plant, tools, temporary works requisite for the execution of work. The CONTRACTOR shall supply at his own cost materials, (except such special materials, if any, as may in accordance with the CONTRACT to be supplied by the OWNER) stores, plant, tools, implements, ladders, cordage, tackle and Temporary Works requisite for the proper execution of the WORK, whether original, altered or substituted, and whether included in the Specifications or other documents forming part of this CONTRACT, or referred to in these Conditions or not, or which may be necessary for the purposes of satisfying or complying with the requirements of the OWNER as to any matter as to which under these conditions they are entitled to be satisfied, or which they are entitled to require together with carriage thereof to and from the work. CONTRACTOR shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out WORK, and counting, weighing and assisting in the 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 OWNER at the expenses of the CONTRACTOR and the expenses may be deducted from any money due to the CONTRACTOR under the CONTRACT, or from the Security Retention or the proceeds of sale thereof, or a sufficient portion thereof. All construction plant, Temporary Works and materials provided by the CONTRACTOR shall when brought onto SITE be deemed to be exclusively intended for the construction and completion of the WORK under the CONTRACT. All construction plant, Temporary Works and materials, when brought onto SITE shall be deemed to be in possession and control for all intents and purposes of the ARCHITECT and/or OWNER and the CONTRACTOR or anyone else authorized by the CONTRACTOR shall not remove such construction plant, Temporary Works and materials without the prior written permission of the ARCHITECT and/or OWNER. The CONTRACTOR shall ensure that the construction plant brought on SITE is his own property and free

from any charge or encumbrances whatsoever. The ARCHITECT and/or OWNER will however, accord the CONTRACTOR the exclusive use of such construction plant, Temporary Works and materials for the construction and completion of WORK, provided that the case does not occur which gives the OWNER the right to expel the CONTRACTOR from the SITE and to continue with the WORK himself. After final dismantling of any such construction plant, Temporary Works or materials for temporary use with the approval of ARCHITECT and/or OWNER, these shall be deemed to be transferred back as the CONTRACTOR's property again. After completion of the WORK, the rest of the said construction plant and Temporary Works as well as any unused materials supplied by the CONTRACTOR, will likewise be transferred back to the CONTRACTOR, and shall be removed from the SITE in accordance with Clause 3.9.2. Should the CONTRACTOR neglect after completion of the WORK, to remove any of the aforesaid construction plant, Temporary Works or un-used materials, within a reasonable period approved by the ARCHITECT and/or OWNER, the CONTRACTOR shall be responsible for all damages done to that in the course of other works being carried out at SITE and for all such costs as in the opinion of the ARCHITECT and/or OWNER had to be incurred in order to relocate the said plant and material or to clear the same. The OWNER, ARCHITECT and CONSULTANT shall not at any time be liable for the loss or damage to any of the construction plant, Temporary Works or materials available at the SITE.

3.6.12 Bar Bending Schedule

Not Required

3.6.13 Removal of Plants and Structures

CONTRACTOR shall not remove any construction plants, temporary structure or material or any part thereof from the SITE without the written consent of the ARCHITECT and/or OWNER which shall not be unreasonably withheld when the same is not required for the purpose of completion of the WORK but the ARCHITECT and/or OWNER will permit the CONTRACTOR the exclusive use of all such constructional plant, temporary structure and material in and for the completion of WORK until the occurrence of any event which gives OWNER the right to exclude the CONTRACTOR from the SITE and proceed with the completion of the WORK. Should the CONTRACTOR fail to clear the SITE of Construction Plant, Temporary Works and Material, the ARCHITECT and/or OWNER shall be entitled to remove/store the same at the cost and consequences of CONTRACTOR.

3.6.14 Existing Utilities

The CONTRACTOR will observe that the SITE may be encumbered with miscellaneous public utility facilities, and the like, and CONTRACTOR assumes all responsibility for the removal, relocation and/or modification, or otherwise in conformity to any Public Utility Rules, Regulations and requirements and as may be required otherwise by the CONTRACT Drawings and Specifications, as applicable for the execution of the WORK.

3.6.15 Protective Measures

CONTRACTOR shall:

3.6.15.1 WORK and Material: Carefully protect all WORK and materials, including materials delivered to him by the OWNER until they are finished and accepted in writing by the ARCHITECT and/or OWNER. If any WORK or materials shall be damaged prior to such acceptance, CONTRACTOR shall when directed in writing by the ARCHITECT and/or OWNER, and at the CONTRACTOR's expenses, replace all defective or damaged WORK or materials. The CONTRACTOR shall keep all streets free from encumbrances, and use for storage of materials, tools and apparatus only such portion of the premises or streets as may be approved by the ARCHITECT and/or OWNER and to limits as indicated by local laws, ordinances and permits. CONTRACTOR hereby assumes full responsibility for loss of or damages to any materials, tools and apparatus, cloths or property on SITE until final acceptance and shall protect all work and material till final completion of work.

3.6.15.2 Workmen and Public: Take all usual and necessary precautions to prevent accidents or injury to all persons, and any damage to property on, about or adjacent to premises where WORK is being performed and erect and keep in place at all times all usual, proper, necessary and required danger signs, safeguards and fencing. CONTRACTOR shall indemnify

OWNER and ARCHITECT, and all their authorised representatives, against any claim, suits, damages and judgments, including Counsel fees and disbursements incurred in defence of any action, of which they may be subjected or which they may suffer by reason of any injury to persons or property resulting from negligence or carelessness on part of the CONTRACTOR or his sub-Contractors, agents or employees, in performance of WORK, or arising out of WORK performed hereunder.

3.6.15.3 Emergencies: In any emergency affecting safety of

life or of WORK or of adjoining property, CONTRACTOR without special instruction or authorization from OWNER or ARCHITECT and/or CONSULTANT, is hereby permitted to act at his discretion, to prevent such threatened loss of injury, and he shall so act, without appeal if so instructed / authorised.

3.6.15.4 Accidents: Should a serious or fatal accident occur at SITE during construction CONTRACTOR shall immediately notify OWNER and ARCHITECT and/or CONSULTANT and cause an investigation to be conducted at once into cause of such accident and full testimony taken with photographs, and tests, to determine complete cause thereof. Such investigations shall be reported in writing upon Insurer's "Accident Report Forms", and/or as may be authorised otherwise. Insurance of all employed will be made by the CONTRACTOR as per Labor Laws.

3.6.15.5 Utilities and WORK: In addition to requirements indicated herein, protect any utilities and WORK of any kind against damage or interruption of service except as specifically directed or authorised. Damage or interruption of service resulting from failure so to do shall be repaired and/or restored promptly by or at the expense of the CONTRACTOR without cost to the OWNER.

3.6.15.6 Fire Provide: Adequate protection against fire hazards and observe all care precautions against such hazards. ARCHITECT and/or OWNER shall be the sole judge as to the adequacy or otherwise of such measures. Damage by fire will be made good by the CONTRACTOR at his own expense.

3.6.15.7 Watchmen: Provide adequate and competent watchmen, to guard the WORK from time the WORK is commenced until "Certificate of Final Acceptance" is issued and/or until ARCHITECT and/or OWNER directs otherwise. In the event that the ARCHITECT and/or OWNER at any time determines the watchmen's service inadequate or incompetent, and after notifying the services or corrective action as deemed necessary by the ARCHITECT and/or OWNER and all costs thereof shall be deductible from any sums due to the CONTRACTOR.

3.6.15.8 Adjacent Properties and Structures: Unless permitted otherwise by the ARCHITECT and/or OWNER, the CONTRACTOR shall ensure to the maximum that his execution of the WORK, in no way or manner whatsoever, effects or influences properties or structures adjacent to the SITE. ARCHITECT and/or OWNER will be sole and final judge as to the extent of such influences or effects, and as to the placement

of responsibility for the same influence or effects, if any.

3.6.16 SITE Staff

3.6.16.1 CONTRACTOR shall employ one or more competent agents or representatives, whose name or names shall have been previously communicated in writing to OWNER and their approval obtained, which may be withdrawn at any time, to superintend the carrying out of WORK on SITE. The said agent, or if more than one shall be employed then one of such agents shall be on the SITE during WORK hours, and may receive any orders or instructions which the ARCHITECT and/or OWNER or their representative may give to the said agent, and these orders or instructions shall be deemed to have been given to the CONTRACTOR. The CONTRACTOR must employ on the SITE of WORK sufficient number of qualified engineers and assistants who can understand drawings and Specifications, etc., throughout the WORK time. Such staff must be approved by the ARCHITECT and/or OWNER.

3.6.16.2 The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR's employees, sub-Contractors and their agents and employees, and any other persons performing any of the WORK under this CONTRACT.

3.6.16.3 The CONTRACTOR shall at all times enforce strict discipline and good order among the CONTRACTOR's employees and shall not employ on the WORK any unfit person or anyone not skilled in the task assigned.

3.6.17 Action against Staff

OWNER and ARCHITECT and/or CONSULTANT shall be at liberty to object to and to require CONTRACTOR to remove forthwith from SITE, the agent or any other person employed by the CONTRACTOR who in the opinion of OWNER and/or ARCHITECT and/or CONSULTANT misconducts himself or is incompetent or not skilled enough or negligent in the proper performance of his duties or whose employment is otherwise considered by the OWNER and/or ARCHITECT and/or CONSULTANT to be undesirable and such person shall not be again employed for the purpose or, or in connection with, the WORK without the written permission of the ARCHITECT and/or OWNER. Any person so removed shall be replaced, as soon as possible, by a competent substitute who shall be better skilled and approved by ARCHITECT and/or OWNER.

3.6.18 Temporary Construction Utilities

3.6.18.1 General: It shall be the obligation of CONTRACTOR to assume responsibility for installation and maintenance of the following temporary utilities which are to be provided for the use of all concerned including testing without additional cost or expense to the OWNER.

3.6.18.2 Toilets: CONTRACTOR shall provide adequate toilet facilities to his workmen and in no way shall the OWNER or any party other than CONTRACTOR be responsible to provide the same.

3.6.19 Labour Laws

All workmen/labour/staff employed by the CONTRACTOR for the purpose of CONTRACT shall for all intents and purposes be the employees of the CONTRACTOR and the OWNER shall not be responsible for them in any manner whatsoever. The CONTRACTOR shall ensure that he shall comply with all labour laws in connection with engagement of his employees and shall indemnify the OWNER of any claim whatsoever in connection with their employment, non-employment, terms of employment, etc.

3.6.19.1 Underage and Female Labour: No labour shall be employed on the WORK whose age is below the statutory age limit for such WORK in Pakistan. Employment of female labour shall be subject to local bye-laws and regulations.

3.6.19.2 Fair Wages: The CONTRACTOR shall pay not less than fair wages to labourers engaged by him on the WORK. "Fair Wages" means wage whether for time or piece of WORK notified at the time of inviting Tenders for the WORK and where such wages have not been so notified, the rates prescribed by the Government for the district in which the WORK is done. CONTRACTOR shall, notwithstanding the provisions of any CONTRACT to the contrary, cause to be paid fair wage to labourers indirectly engaged on the WORK, including any labour engaged by his authorized sub-Contractors in connection with the said WORK as if the labourers had been immediately employed by him.

3.6.19.3 Government Regulations: In respect of all labourers directly or indirectly employed, in the WORK for the performance of the CONTRACTOR'S part of this Agreement, the CONTRACTOR shall comply with Government's Labour Regulations.

3.6.19.4 OWNER's Rights: OWNER shall have the right to deduct from the monies due to the CONTRACTOR any sum(s) required or estimated to be required for making good the loss suffered by a worker by reasons of non-fulfillment of the Conditions of CONTRACT for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the CONTRACT or non-observance of the regulations.

3.6.19.5 Government Regulations Part of CONTRACT The Regulations aforesaid shall be deemed to be a part of this CONTRACT and any breach thereof shall be a breach of this CONTRACT.

3.6.19.6 Compensation by OWNER In case in which by virtue of the provisions of said Government Regulations, OWNER is required to make any payment, to workers, OWNER will recover from the CONTRACTOR the amount of the compensation so paid and without prejudice to the rights of the OWNER. The OWNER shall be at his liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the OWNER to the CONTRACTOR whether under this CONTRACT or otherwise.

3.7 Subletting of CONTRACT WORK (Sub-Contractors)

3.7.1 General

Should CONTRACTOR desire to sublet any portion of the WORK, he shall make such request to ARCHITECT and/or OWNER in writing, giving name and address of proposed Sub-Contractor defining portion of WORK desired to be sublet. This shall be done before CONTRACTOR in any manner obligates himself to any Sub-Contractor.

OWNER reserves the right to add to CONTRACTOR's Tendering list names of other Sub-Contractors in any or all branches of the WORK of Sub-Contractors mentioned in CONTRACTOR'S proposals. No WORK shall be sublet without approval, in writing, of the ARCHITECT and/or OWNER where materials are being furnished. CONTRACTOR agrees to be bound by terms of the CONTRACT as far as applicable.

3.8 Bad WORK, Default, etc.

3.8.1 General

If it shall appear to the ARCHITECT and/or OWNER that any WORK has been executed with unsound, imperfect or unskilled

workmanship, or if materials of any articles provided by the CONTRACTOR 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 ARCHITECT and/or OWNER specifying the WORK or materials or articles complained of, notwithstanding that, the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the WORK so specified in whole or in part, as the case may require, remove the articles or materials so specified and provide other proper and suitable articles or materials at his own charge and cost. In the event of CONTRACTOR's failing to do so, no payments shall be made for the same till defects are rectified as per instructions of the ARCHITECT and/or OWNER, and in case where rectification or removal of defects or materials is not possible and work can be accepted otherwise, the rates for such items shall be reduced. In all such cases the decision of OWNER shall be final and binding on the CONTRACTOR.

3.8.2 Rectification by OWNER

If CONTRACTOR or his workmen or employees, while performing this CONTRACT shall break, deface, injure or destroy any part of a building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts, wires, trees, grass or grassland or on which the WORK or any part of it 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 "Period of Maintenance" CONTRACTOR shall make the same good at his own expense, or in default, OWNER, may cause the same to be made good by other workmen and deduct the expense, of which the certificate of ARCHITECT and/or OWNER shall be final, from any sums that may be then or at any time thereafter may become, due to the CONTRACTOR or from his Security Retention or the proceeds of sale thereof, or of a sufficient portion thereof. The Security Retention of

CONTRACTOR shall not be refunded before the expiry of satisfactory "Period of Maintenance" as in Clause 3.17.4 after the issue of the Final Certificate or otherwise of completion of WORK.

3.9 Completion

3.9.1 Final Certificate of Completion

On completion of WORK the CONTRACTOR shall so notify the ARCHITECT and/or OWNER in conducting inspections and any final tasks that may be prescribed by the CONTRACT to determine successful completion of the WORK.

CONTRACTOR shall be furnished with a Certificate by the OWNER of such completion, but no such Certificate shall be given, nor shall the WORK be considered to be complete until CONTRACTOR shall have removed from the premises on which the WORK shall be executed all surplus materials and rubbish, and cleaned off the SITE in, upon or about which the WORK is to be executed or which he may have had possession for the purpose of the execution thereof, nor until the WORK shall have been certified by the ARCHITECT and/or OWNER whose certificate shall be binding and conclusive against CONTRACTOR. If the CONTRACTOR shall fail to comply with the requirements of this Clause as to removal of surplus materials and rubbish, and cleaning off SITE on or before the date fixed for the Completion of the WORK, OWNER, and/or ARCHITECT and/or CONSULTANT may, and at the expense of CONTRACTOR order removal of materials and rubbish and disposal of the same as they think fit to clean off such dirt as aforesaid, and CONTRACTOR shall pay the amount of all expenses so incurred, and have no claim in respect of any such surplus materials as aforesaid except for any sum actually realised by the sale thereof. The "Period of Maintenance" of the WORK as specified in Clause 3.17.4 of these Conditions shall commence from the date of issue of such Final Certificate of Completion.

3.9.2 SITE Clearance

On Completion of WORK, or earlier as directed by the ARCHITECT and/or OWNER or as otherwise specified, CONTRACTOR shall remove all construction plant, Temporary structures erected by him at the SITE of WORK. Remove all debris, and shall leave the SITE in a neat and tidy condition to the satisfaction of the ARCHITECT and/or OWNER. All such WORK, however, shall be in conformity with Clause 3.6.15 of these Conditions of CONTRACT.

3.10 Payments

3.10.1 Interim Payments.

3.10.1.1 General:

Contractor shall submit five copies of all bills to OWNER who shall make 50% of the payment within 7 days after submission and the remaining 50% shall be paid after verification by the OWNER within 4 weeks from the date of submission, or return the bill with observation within 7 days. But all such intermediate payment shall be regarded as payment as 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, and imperfect or unskilled WORK to be removed and taken away and reconstructed, or re-erected,

or to be considered as an admission of the due performance of the CONTRACTOR, or any part thereof in any respect, or the acceptance of any claim, nor shall it conclude, determine, or effect in any way the powers of the OWNER and ARCHITECT and/or CONSULTANT under these conditions, or in any other way vary or effect the CONTRACT. The ARCHITECT and/or OWNER shall have power to amend or withhold any Certificate if the WORK or any part thereof has not been carried out to the satisfaction of the OWNER, and/or ARCHITECT and/or CONSULTANT. The final bill shall be submitted by the CONTRACTOR within 1 (one) months of the date fixed for the completion of the WORK, unless otherwise allowed by the OWNER.

3.10.1.2 Secured Advances:

NO SECURED ADVANCE WILL BE PAID.

3.10.2 Measurement of WORK

3.10.2.1 General: The executed quantities will be determined by "in-place" measurement and thus computed. ARCHITECT and/or OWNER shall give 24 hour's notice to CONTRACTOR when he requires any part or parts of the WORK to be measured. CONTRACTOR shall forthwith attend or send an authorised representative to monitor the measurements. Should CONTRACTOR not attend or neglect or omit to send such representative then the measurement made by the ARCHITECT and/or OWNER or approved by him shall be taken to be correct measurement of the concerned part of the WORK. For measuring of such permanent WORK which is to be determined by records and drawings the CONTRACTOR must prepare the pertinent settlement of account documents monthly. Field measurements are to be prepared in triplicate at the spot out of which one copy countersigned by ARCHITECT and/or OWNER will be returned to the CONTRACTOR. Within seven (7) days after receipt of these documents ARCHITECT and/or OWNER will check and approve them or demand corrections and then sign corrected documents after renewed submission and approval.

3.10.2.2 Methods of Measurements: The WORK shall be measured net, notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Specifications of WORK attached with the CONTRACT. Further details for methods of measurements are also stipulated in the Specs. under respective trades.

3.10.3 Lump Sums

When the estimate, on which a Tender is made, includes a Lump Sum in respect of parts of the WORK the CONTRACTOR shall be entitled to payment in respect of the items of WORK involved or the part of the WORK in question at the same rates as are payable under this CONTRACT for such items, or if the part of WORK in question is not, in the opinion of ARCHITECT and/or OWNER, capable of measurement, the ARCHITECT and/or OWNER may, at his discretion, recommend payment of the Lump Sum amount entered in the estimate, and the certification in writing of the OWNER shall be final and conclusive against CONTRACTOR with regard to any sum payable to him under the provision of this Clause.

3.10.4 Reduction of Rate

The OWNER shall have full power to reduce the rates for such items which have not been properly carried out but can be accepted otherwise. The decision of OWNER with respect to reduction of rates will be final and binding on the CONTRACTOR. This will apply to such items also which might have been paid in full earlier but defects are detected later.

3.10.5 Form of Payment

3.10.5.1 General: Payments due to CONTRACTOR will be made by crossed cheques only.

3.10.5.2 Interest : No interest will be paid to the CONTRACTOR or any body else, on CONTRACTOR's Earnest Money, Security Retention, amounts of bills or any other amounts of CONTRACTOR remaining with the OWNER for any period.

3.10.6 Deduction from Payments

Interim Payments will be made after deduction of the Retention Money and the like, as follows:

3.10.6.1 Security Retention: Deduction from the first and the following running bills of the CONTRACTOR as Security Retention at 10%(Ten percent) of gross amount of such running bills.

3.10.7 Final Payments

The CONTRACTOR shall submit to the ARCHITECT and/or OWNER following documents before receiving the final payments from the OWNER.

3.10.7.1 Completion Certificate: Completion Certificate for the whole of the WORK issued by the ARCHITECT and/or OWNER which shall signify the complete handing over of all parts of the WORK, under the CONTRACT, by the CONTRACTOR to the ARCHITECT and/or OWNER.

3.10.7.2 Affidavit to Quality: An affidavit by the CONTRACTOR, that the WORK has been executed according to a first-rate standard and sound engineering practices and have no concealed defects known to him.

3.10.7.3 Certificate of Agreement: Cert. of Agreement with all measures and decisions taken by the OWNER, the ARCHITECT and/or OWNER and their representatives in the course of and in connection with the WORK and the execution of the CONTRACT.

3.10.7.4 Release from Lien and Charge Release of Lien and Charge, according to which there is no lien or charge from him or from a third party, on any delivery or performance of the CONTRACT, in connection with the CONTRACT. The final payment will be made after all the above documents and Final Bill of the CONTRACTOR have been approved by the OWNER.

3.10.8 Liquidated Damages

3.10.8.1 Liquidated Damages If CONTRACTOR shall fail to complete the WORK within the time prescribed in Clause 3.17.2 or within the extended time, he shall pay to the OWNER as liquidated damages for such a default and not as a penalty, the following sum of money for every calendar day or part thereof which shall elapse between the time prescribed by Clause 3.17.2 of these Conditions or the extended time as the case may be, and respective dates of completion of the total WORK:

0.1 %(one percent) of Total Contract Price at the time of signing of CONTRACT, per week.

OWNER may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hand due or which may become due to the CONTRACTOR. The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the WORK, or from his obligations and liabilities under this CONTRACT.

3.10.9 Escalation:

All prices and unit rates in the CONTRACT are fixed and shall remain unchanged for the entire duration of the CONTRACT. If any Direct Tax is imposed by the Government on any of the items included in the CONTRACT, rates shall be adjusted accordingly, this does not include Indirect Tax This adjustment shall be made only upon CONTRACTOR's furnishing to the OWNER sufficient documentary evidence of the rate of tax per item.

3.11 Insolvency, Breach of CONTRACT, Bankruptcy, etc:

3.11.1 CONTRACTOR's non-performance

3.11.1.1 Insolvency If CONTRACTOR shall become insolvent or have an order admitting a petition in insolvency made against him or shall present his petition in insolvency or shall made an agreement with assignment in favour of his creditors or shall agree to carry out the CONTRACT under a committee of inspection of his creditors or (other than a voluntary liquidation for purpose of amalgamation or reconstruction) assign the CONTRACT, without the consent in writing of OWNER first obtained or shall have an execution levied on his goods, or if ARCHITECT and/or CONSULTANT shall certify in writing to OWNER that in his opinion CONTRACTOR:

3.11.1.2 Abandonment of CONTRACT has abandoned the CONTRACT; or

3.11.1.3 Failure to Commence WORK

without reasonable excuse has failed to commence WORK or has suspended the progress of WORK for twenty-eight (28) days after receiving from OWNER written notice to proceed; or

3.11.1.4 Failure to Remove Materials

has failed to remove materials from the SITE or to pull down and replace WORK for twenty-eight (28) days after receiving from ARCHITECT and/or OWNER written notice that the said material or WORK has been condemned and rejected; or

3.11.1.5 WORK not in accordance with CONTRACT

is not executing WORK in accordance with CONTRACT or is persistently or flagrantly neglecting to carry out his obligations under the CONTRACT; or

3.11.1.6 Sub-letting

Has to the detriment of good workmanship or, in defiance of OWNER's and/or ARCHITECT's instructions to contrary, sub-let any part of the CONTRACT; or

3.11.1.7 Breach of CONTRACT

has committed breach of any of the terms and conditions of CONTRACT or in any case in which the CONTRACTOR shall have rendered himself liable to pay compensation.

3.11.2 OWNER's Rights

OWNER shall have power to adopt any of the following (or all courses as they may deem best suited to the interest of OWNER:

3.11.2.1 Rescission of CONTRACT, Forfeiture of Security Retention To rescind the CONTRACT (to which rescission, notice in writing to the CONTRACTOR under the hand of OWNER shall be conclusive evidence) and in which case the Security Retention of CONTRACTOR shall stand forfeited, and be absolutely at the disposal of OWNER.

3.11.2.2 WORK by OWNER To employ labour paid by OWNER and to supply materials to carry out the WORK, or any part of the WORK debiting CONTRACTOR with the cost of the labour and the price of materials (of the amount of which cost and price, a Certificate of OWNER and/or CONSULTANT shall be final and conclusive against the CONTRACTOR in all respect as if it had been carried out by the CONTRACTOR under the terms of his CONTRACT. The Certificate of the OWNER as to the value of the WORK done shall be final and conclusive against the CONTRACTOR.

3.11.2.3 WORK by Others To measure up the WORK of the CONTRACTOR and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to CONTRACTOR if the whole would have been executed by him (of the amount of which excess the Certificate in writing of the ARCHITECT and/or OWNER shall be final and conclusive) shall be borne and paid by the CONTRACTOR and may be deducted from any money due to him by OWNER under the CONTRACT otherwise, or from his Security Retention or the proceeds of sale thereof or a sufficient part thereof. In the event of any of the above courses being adopted by OWNER, CONTRACTOR shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into engagements, or made by advances on account of, or with 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, CONTRACTOR shall not be entitled to recover or to be paid any

sum for any WORK thereto or actually performed under this CONTRACT unless and until ARCHITECT and/or OWNER will have certified in writing the performance of such WORK and the value payable in respect thereof, CONTRACTOR shall only be entitled to be paid the value so certified on the completion of "Period of Maintenance".

3.11.3 Non-exercise by OWNER of his Rights

In any case in which any of the powers conferred upon OWNER by Clause 3.11.2 thereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waive of any of the conditions thereof 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 to pay compensation amounting to the whole of his Security Retention, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected.

3.11.4 Forfeiture and Disposal of Plants, Tools and Stores

In the event of OWNER putting in force any of the powers vested in them, under the preceding Clause 3.11.2, he or his duly authorized representatives may enter upon the WORK and use all temporary buildings and they may if they so desire, take possession of all or any tools, plants, materials and stores, in or upon the WORK, or the SITE thereof or belonging to the CONTRACTOR or procured by him and intended to be used for the execution of WORK or any part thereof, paying or allowing for the same in account at the CONTRACT rates or, in case of these not being applicable, at current market rates to be certified by ARCHITECT and/or OWNER, whose certificate thereof shall be final, otherwise OWNER may, by notice in writing to the CONTRACTOR or his supervisor, 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 CONTRACTOR failing to comply with any such requisition, OWNER may remove them at CONTRACTOR's expenses or sell them by auction or private sale on account of CONTRACTOR and at his risk in all respect and the Certificate of the OWNER as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against CONTRACTOR.

3.11.5 OWNER's Remedy of Default

If CONTRACTOR shall fail duly to observe or perform any requirements, instructions, directions or the order of the ARCHITECT and/or OWNER duly made or given in accordance with the CONTRACT, or shall otherwise fail to fulfill any obligation imposed upon him by the CONTRACT, OWNER may without prejudice to any other rights or remedies he may have, himself or by his servants or agents remedy such default and all expenses consequent thereon or incidental thereto shall be borne by the CONTRACTOR and shall be recoverable from him or may be deducted by OWNER from any money due to the CONTRACTOR.

3.11.6 Termination of CONTRACT on Sub-letting, Assigning or Bribing, etc.

The CONTRACT shall not be assigned or sublet without written approval of the OWNER. If CONTRACTOR shall assign or sublet his CONTRACT, or attempt to do so, or become insolvent or commence insolvency proceedings or mark any composition with his creditors, or attempt to do so, or 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 officer or person in the employment of OWNER or ARCHITECT and/or CONSULTANT in any way relating to their office or employment, OWNER may thereupon by notice in writing, terminate the CONTRACT and the Security Retention of the CONTRACTOR shall thereupon stand forfeited and be absolutely at the disposal of the OWNER and the same consequences shall ensue as if the CONTRACT had been rescinded under Clause 3.11.2.1 hereof, and, in addition, to recover or be paid for any WORK, actually performed under the CONTRACT.

OWNER may terminate contractor for convenience which will mean that if the OWNER decides to change its plan or is forced by the appropriate authority to suspend work then the OWNER may terminate the contract for convenience and so notify the CONTRACTOR etc.

3.12 Insurance:

3.12.1 Insurance to the WORK

3.12.1.1 General CONTRACTOR must conclude policies in the joint names of the OWNER and the CONTRACTOR against all damages and losses arising from any cause, insofar as he is responsible for them under the provisions of this CONTRACT. The insurance policies are to be concluded in such a manner

that the OWNER and the CONTRACTOR are covered during the entire period of construction, and in addition against losses and damages during the "Period of Maintenance", which arise from a cause occurring prior to the beginning of said "Period of Maintenance" including the losses or damages which are caused by the CONTRACTOR in the course of the fulfillment of his obligations under Clause 3.17.4 namely for:

- a) The WORK and Temporary Works, to their full replacement value, in local as well as in foreign currency, of such works executed from time to time.
- b) The Owner's supplied materials as well as materials, construction plant and other things brought to the SITE by CONTRACTOR to the full replacement value.
- c) The CONTRACTOR shall also submit Contractor's All Risk Policy covering all aforesaid risks as well.

The CONTRACTOR shall, whenever required, produce to the OWNER the policies of insurance and the receipts for payments of the current premiums. Provided always that without limiting his obligation and responsibilities as aforementioned, nothing contained in this Clause shall render CONTRACTOR liable to insure against the necessity for repair or reconstruction of any WORK constructed with materials or workmanship not in accordance with the requirements of the CONTRACT.

3.12.1.2 Payment of Damages Should the WORK or any part thereof or all or any of the Temporary Works or any part thereof or materials on SITE for incorporation in the WORK be damaged or lost during the continuance of insurance effected under Clause 3.12.1, any risk insured against, CONTRACTOR shall proceed with utmost dispatch to make good the damage or loss aforesaid and every sum of money received under the policy or policies shall be paid of money received under the policy or policies shall be paid to OWNER and be paid by OWNER to the CONTRACTOR in such installments as the OWNER shall upon recommendation of ARCHITECT and/or CONSULTANT think proper and certify having regard to the progress made by the CONTRACTOR in making good the damage or loss aforesaid in and so far as such damage or loss ought in the opinion of ARCHITECT and/or OWNER to be made good for the proper execution of the WORK.

3.12.2 Damage to Persons and Property

The CONTRACTOR must indemnify and keep indemnified the OWNER and the ARCHITECT and/or CONSULTANT against

all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the construction and maintenance of the WORK and against all claims, demands, proceedings, damages, costs, charges, and or in relation thereto. The CONTRACTOR is not allowed to claim any personal liability for or with regard to any matter or thing which can be made binding hereby for the OWNER and/or ARCHITECT and/or CONSULTANT from either any member or official nor from the OWNER, nor from the ARCHITECT and/or CONSULTANT.

3.12.3 Third Party Insurance

Before commencing the execution of the WORK, CONTRACTOR shall insure with Eastern Federal Insurance Co. Ltd. Or Adamjee Insurance Company Ltd., Duly attested by their Head office against any damage, loss or injury which may occur to any property (including that of OWNER or to any person) including any employee of OWNER and/or ARCHITECT and/or CONSULTANT, by or arising out of the execution of the WORK or Temporary Works or in carrying out of CONTRACT. Such insurance shall be affected with an insurer and at terms approved by OWNER and for at least the amounts stated in Appendix 'A' to the Form of Tender. The CONTRACTOR must, whenever required produce to the OWNER the policy or policies of insurance and receipts for payment of the current premiums.

3.12.4 Accidents or Injuries to Workmen

3.12.4.1 OWNER's and ARCHITECT's Liabilities The OWNER and ARCHITECT and/or CONSULTANT do not assume any liability for damage or compensation as a result of accident or injuries or epidemic illness of workmen or any other person in service of CONTRACTOR or Sub-Contractor. The CONTRACTOR must indemnify and keep indemnified OWNER and ARCHITECT and/or CONSULTANT with regard to all damages and liabilities of this type as well as with respect to any claims, demands, proceedings, damages, cost, charges and expenses there from or in connection therewith.

3.12.4.2 Approved Insurers The CONTRACTOR shall insure against such liability with Eastern Federal Insurance Co.Ltd., Duly attested by EFU Head Office or Adamjee Insurance Company. The insurance is to be maintained by CONTRACTOR during the entire duration of the CONTRACT. CONTRACTOR shall when required, produce to OWNER such policy or policies of insurance and the receipt for payments of the current premiums.

3.12.4.3 Sub-Contractors and Suppliers The insurance of CONTRACTOR must also include the personnel of all Sub-Contractors and suppliers, insofar as they WORK on SITE, so that OWNER and ARCHITECT and/or CONSULTANT are also kept indemnified in this respect.

3.12.4.4 Safety Precautions The insurance obligations under Clause 3.12.4.2 in no case release CONTRACTOR from the obligation to reasonably safeguard conditions at SITE against danger of accident. The CONTRACTOR must therefore take reasonable precautions to guard his personnel who are engaged in the execution of the WORK, as well as third parties, from accidents and physical injuries, as well as from contagious diseases at the SITE. The CONTRACTOR must take steps to see that all sources of danger at the SITE are watched and secured. He must take care that satisfactory and proper lighting conditions exist at the SITE and on all equipment when used for night WORK. All storage and working areas are to be kept clean, in order to avoid the danger of diseases and epidemics.

3.12.4.5 Safety Meetings CONTRACTOR shall convene safety meetings at the SITE not less frequently than once a month which shall be attended by the CONTRACTOR's agent, key construction personnel ARCHITECT and/or OWNER. Should the ARCHITECT and/or OWNER have cause to represent at any such meeting that safety rules and regulations are not being complied with or that unsafe practices are being adopted by the CONTRACTOR, then the CONTRACTOR shall immediately proceed to remedy the situation.

3.12.4.6 Failure to Correct Safety Violations. In the event that the CONTRACTOR fail promptly to remedy the situation and WORK proceeds in the opinion of the ARCHITECT and/or OWNER in a hazardous and dangerous manner then the OWNER upon recommendation of the ARCHITECT and/or CONSULTANT may shut down that WORK and thereafter there will be no resumption of that WORK until the CONTRACTOR makes necessary corrections to bring that WORK in compliance. The CONTRACTOR shall not be entitled to any compensation or extension of time for performance under the CONTRACT in the event the OWNER has to shut down the CONTRACTOR's WORK because of safety violations.

3.12.4.7 First Aid Training A reasonable number of the CONTRACTOR's employees must be trained in First Aid. First aid kits of the type, equip. and number approved by the ARCHITECT and/or OWNER must be furnished properly equipped by the CONTRACTOR, at all construction SITES and working areas. The CONTRACTOR must arrange that each

injured or epidemically ill person is immediately transported to a nearby suitable hospital.

3.12.4.8 Accident Report The CONTRACTOR shall immediately make a written report to the OWNER, ARCHITECT and/or CONSULTANT on all accidents, which result from or in connection with the execution of the WORK, regardless of whether on or near the construction SITE, and which result in injuries, death or damage to property inclusive of all details and statements of witnesses.

3.12.4.9 Payment for Injury or Death The CONTRACTOR is obliged to make payment to his Pakistani workers, staff, their dependents or heirs for any injuries or death which may have occurred to them during the execution of the WORK, in accordance with the provisions of the "WORKMEN'S COMPENSATION ACT 1912" and other laws in the duration of the CONTRACT.

3.12.4.10 Epidemics In case of diseases or plagues of epidemic nature, CONTRACTOR must observe all rules, regulations or instructions issued by the competent authorities charged with the controls, and must in any case take all measures necessary to prevent the spreading of such diseases or plagues among other employed at the SITE.

3.12.4.11 Applicable Government Regulations Nothing under this Clause shall be so interpreted to mean that the CONTRACTOR is relieved from the complete fulfillment of the applicable Government or local rules, directives, laws and instructions in this respect.

3.12.5 Legal Remedy on CONTRACTOR's failure to Insure

If the CONTRACTOR shall fail to effect and keep in force the insurances referred to in Clause 3.12.1 to 3.12.3 hereto, or any other insurance which he may be required to effect under the terms of the CONTRACT, then in any such case, OWNER may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose, and from time to time deduct the amounts so paid by the OWNER as aforesaid from any monies due or which may become due to the CONTRACTOR or recover the same as debt from the CONTRACTOR.

3.13 Performance Bond

3.13.1 General

Before the signing of the CONTRACT, the CONTRACTOR must deposit a **Performance Bond** in the amount of 10%(ten percent) of the price of the CONTRACT prevailing at the time of

signing of the Agreement of the CONTRACT for the proper, conscientious and faithful execution of the WORK. This Performance Bond must be given from a **Scheduled Bank**. After the final completion and formal acceptance of all parts of the WORK, the Bond sum can be reduced to 5%(five percent) of the price of the CONTRACT applicable at the time of signing of the Agreement of CONTRACT, whereby this reduced Bond is to be made available until the end of the **Period of Maintenance**. It will, thereafter, be released by the OWNER in accordance with the terms otherwise in the Conditions of CONTRACT.

3.13.2 List of approved Insurance Company is:

The CONTRACTOR shall furnish the names of Insurance Companies for approval by the OWNER.

The Performance Bond is binding, irrespective of variations, changes or time extensions, which are granted or agreed upon. It shall be formulated according to the form prescribed in Appendix 'II' to the Conditions of CONTRACT and shall contain the statement, that OWNER can complete that portion of the WORK, which the CONTRACTOR has not commended or not satisfactorily executed, up to the amount of the Performance Bond, at the expense of the insurer or bank giving the guarantee.

3.14 Laws and Regulations

3.14.1 General

CONTRACTOR shall conform in all respects with the provisions of all Federal, Provincial and Local Laws, Rules and Regulations including all regulations and bye-laws of all local or other duly constituted authority within Pakistan which may be applicable to the execution of the WORK, and shall give all notices and pay all fees required to be given or paid thereby and shall indemnify OWNER against all penalties and liabilities incurred by reasons of any such provisions.

3.14.2 Patents, Trademarks, Brand names, etc.

CONTRACTOR shall hold harmless, and indemnify, OWNER and ARCHITECT from and against all claims and proceedings for or on account of infringement by CONTRACTOR of any patent rights, designs, trademarks or brand names, or other protected rights in respect of any constructional plant, machine, WORK, process, or material used for the purpose of, or in connection with the CONTRACT and from and against all

claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation therewith.

3.14.3 OWNER's Right under Law

Nothing contained in this CONTRACT shall in any way affect or impair, any rights or remedies to which the OWNER may be entitled under law.

3.15 Additions, Alterations, Omissions

3.15.1 General

Variation of the form, quality or quantity of the WORK or any part thereof, can be affected through a written order to the CONTRACTOR signed to show the recommendations of the ARCHITECT and/or CONSULTANT and the authorization of the OWNER. For the purpose, or if it appears desirable to them for any reasons, they shall have the power to issue following binding directives:

3.15.1.1 Quantitative Change to increase or decrease the quantity of any WORK included in the CONTRACT;

3.15.1.2 Omission of any WORK to omit any such WORK;

3.15.1.3 Qualitative Change to change the character or quality or kind or any such WORK;

3.15.1.4 Change in levels and lines to change the levels, lines, positions and dimensions of any part of the WORK; and

3.15.1.5 Additional, Ancillary WORK to execute additional WORK of any kind, in connection with ancillary to the WORK.

3.15.2 No Invalidation of CONTRACT

The CONTRACT and specially the unit rates are not in any way vitiated or invalidated by the aforesaid variations, but the value (if any) of all such variations shall be kept into account in ascertaining the amount of the final price of the CONTRACT and the payments of account hereof.

3.15.3 Variations only on Orders in Writing

No such variation shall be made by the CONTRACTOR without any order in writing of OWNER. However, no order in writing shall be required for increase or decrease in the quantities of any WORK, where such increase or decrease is not the result of an order under this Clause given by the OWNER but is the result of the quantities being less or more than stated in the BOQ's.

3.15.4 Valuation of Variations and Claims

3.15.4.1 Basis of Valuation ARCHITECT and/or OWNER shall determine the amount (if any) which in their opinion should be added to or deducted from the price of CONTRACT, in respect of any extra or additional WORK done or WORK omitted by OWNER's order. All such WORK shall be valued at the unit rates set out in the CONTRACT, if in the opinion of ARCHITECT and/or OWNER, the same shall be applicable. If the CONTRACT shall not contain any unit rates applicable to the extra or additional WORK, then suitable prices and variation orders shall be recommended by ARCHITECT for owner approval. In the event of disagreement, OWNER shall fix such prices as shall in their opinion be reasonable and proper. The rates and prices in Section 5B of the Bill of Quantities shall be deemed to consist of procurement, supply and incorporation of materials in the WORK, including but not limited to the following costs:

Item (1) Material cost FOB Supplier in Pakistan;

Item (2) CONTRACTOR's overheads, risk and profit in connection with the supply as surcharged to (1) above.

Item (3) Insurance, all taxes, import duties and the like.

Item (4) all landings, clearance and transport costs in Pakistan as well as expenditures for handling, storage and incorporation of materials into the permanent WORK at SITE etc., inclusive of all required construction plant and equipment and labour/staff costs, as well as of other SITE overheads, risks and profit.

Item (5) all costs for incorporation of materials into the WORK completed according to Bill of Quantities, Drawings and Specifications. Any material deviating from Specifications and the individual Bill of Quantities must be delivered on instruction of ARCHITECT and/or OWNER, and will be paid for the above cost items as follows under variation order:

Item (1) As per actual costs.

Item (2) With the percentage of (1) above as agreed by OWNER.

Item (3) As per actual costs.

Item (4) As contained in comparable items of the individual Bill of Quantities or if not existing as approved by OWNER.

3.15.4.2 CONTRACT Price Rendered Unreasonable If the pre-requisites under Clause 3.15.4.4 have been fulfilled, i.e., if the total amount of omissions or additions relative to the amount of the whole of the WORK of the CONTRACT shall be such that in the opinion of OWNER the rates or prices contained in the CONTRACT are by reason of such omissions or additions rendered unreasonable or inapplicable then an adjustment of the final price of the CONTRACT without any changes in the unit rates shall be made by the OWNER upon recommendations of the ARCHITECT and/or CONSULTANT considering the prevailing conditions and having regard to the circumstances.

3.15.4.3 Notices Before Change in CONTRACT Price A change in the price of CONTRACT under Clause 3.15.4.1 or an adjustment of the final price of the CONTRACT in accordance with Clause 3.15.4.2 shall only then take place if as soon after the date of signing of the CONTRACT, as is practicable and in the case of extra or additional WORK before the commencement of the WORK or as soon thereafter as in practicable, the following notice shall have been given in writing:

(1) by CONTRACTOR to OWNER through ARCHITECT and/or CONSULTANT of his intention to claim extra payment or an adjustment of the final price of the CONTRACT; or

(2) by OWNER through ARCHITECT and/or CONSULTANT to CONTRACTOR of his intention to issue a variation order as per Clause 3.15.4.1 or to adjust the final price of CONTRACT in accordance with Clause 3.15.4.2.

3.15.4.4 Variation exceeding 20% If the net effect of all variations (other than those arising by reason of any Clause relating to variations in price of materials and/or labour) shall be found on completion of the whole of the WORK to result in a reduction or an addition greater than 20% (twenty percent) of the sum named in the Tender, the amount of CONTRACT Price shall be amended by such sums as shall be agreed upon between ARCHITECT and/or OWNER and CONTRACTOR. In the event of disagreement, OWNER shall fix such sum as shall in his opinion be reasonable and proper consideration being given to all material and relevant factors including CONTRACTOR's own costs and overheads and his decision shall be final and binding to CONTRACTOR.

3.15.4.5 Account of Additional Expenses CONTRACTOR shall send to OWNER through ARCHITECT and/or CONSULTANT once a month an account giving particulars (as full and detailed as possible) of claims for any additional expense to which CONTRACTOR may consider himself entitled and of all extra and additional WORK which he has executed during the proceeding month. No claims for payment for any such WORK will be considered which has not been included in such particulars. The CONTRACTOR shall not be entitled to demand payment for the period before the claim has been approved by the ARCHITECT and/or OWNER.

3.16 Suspension of WORK

3.16.1 General

CONTRACTOR shall, on the written order of OWNER, suspend the progress of the WORK or any part thereof for such time or times and in such manner as OWNER may consider necessary and shall during such suspension properly protect and secure the WORK so far as is necessary in the opinion of ARCHITECT and/or OWNER or as required under the CONTRACT.

3.16.2 Costs for Suspension

The extra cost including demurrage (if any) incurred by CONTRACTOR in giving effect to OWNER's instructions under this Clause shall be borne and paid by the OWNER unless such suspension is:

- (1) Otherwise provided for in the CONTRACT, or
- (2) Necessary for the proper execution of the WORK for any reason whatsoever or by reason of weather conditions affecting the safety or quality of the WORK, or by some default on WORK, or by some default on the part of CONTRACTOR, or
- (3) Necessary for the safety of the WORK or any part thereof.

3.16.3 Notice to File Claims

A pre-requisite for CONTRACTOR's claim for compensation of additional costs is, that he informs ARCHITECT and/or CONSULTANT in writing, within twenty eight (28) days after receipt of the directive of OWNER, of his intention of file claims. A further pre-requisite is that the claim shall be filed within fourteen (14) calendar days of the written notification to CONTRACTOR by OWNER that the partial or total suspension has been ended. ARCHITECT and/or CONSULTANT will

assess and recommend the extra payment (if any) to be made to CONTRACTOR in respect of any claim, which in the opinion of ARCHITECT and/or CONSULTANT is fair and reasonable. However, final decision will be made by the OWNER which must be accepted by the CONTRACTOR. In the event of CONTRACTOR failing to inform in writing or failing to lodge claim within the stipulated time all of his claims shall be deemed to have been abandoned and extinguished.

3.16.4 Avoidable Costs

In case a suspension of the WORK will result in additional costs for OWNER, CONTRACTOR is obligated to keep these extra costs as low as possible through pertinent arrangements at the SITE. The ARCHITECT and/or OWNER will not accept any additional claims from CONTRACTOR, which could have been avoided with better arrangements.

3.16.5 Suspension Exceeding 45 days

If a particular situation may require after pertinent consideration by OWNER that suspension for a part or the whole of the WORK will extend beyond the consecutive period of twenty (20) days or for a total period of forty five (45) calendar days, OWNER shall have the right to shorten the WORK in accordance with Clause 3.15. OWNER further shall have the right to cancel the CONTRACT in total, or for definite works or parts thereof.

3.16.6 Suspension exceeding 90 Days

If on the written order of OWNER (in this paragraph referred to as a Suspension Order), the progress of the whole WORK shall be suspended for a period or consecutive periods amounting in all to ninety (90) calendar days, or if OWNER having previously issued a Suspension Order for a period which has lasted less than ninety (90) calendar days, shall within less than ninety (90) calendar days from the expiration of that period of Suspension Order issue a further Suspension Order, CONTRACTOR may serve a written notice on OWNER through ARCHITECT and/or CONSULTANT requiring permission within twenty eight (28) calendar days from the receipt thereof to proceed with the WORK or part thereof. If such permission to proceed is not granted within that time, CONTRACTOR, by a further written notice so served, may elect to treat the Suspension where it affects only a part of the WORK as an omission of such part under Clause 3.15 of these Conditions, or where it affects the whole WORK as an abandonment of the CONTRACT by OWNER.

3.16.7 Extension in Completion Date due to Suspension

Suspension of the whole WORK or parts thereof, provided the latter affects the maintaining of the contractual completion date shall entitle the CONTRACTOR to claim an extension of the completion date which extension is to be determined subject recommendation of the ARCHITECT and/or CONSULTANT.

3.17 Date and Time Periods

3.17.1 Date of Commencement of WORK

The date of issue of Letter of Award of WORK by OWNER.

3.17.2 Construction Period

The time allowed for carrying out the WORK as entered in the CONTRACT shall be **90days** and be reckoned from the date of issue of Letter of Award. The WORK shall throughout the stipulated period of the CONTRACT be processed with all due diligence (time being deemed to be the essence of the CONTRACT).

3.17.3 Extension

If CONTRACTOR shall desire an extension of the time for Completion of WORK on the grounds of his having been unavoidably hindered in its execution for reasons beyond his control he shall apply in writing to OWNER through ARCHITECT and/or CONSULTANT within thirty (30) calendar days of occurrence of the hindrance on account of which he desire such extension as aforesaid and shall, if in his opinion on the certificate of the ARCHITECT and/or CONSULTANT, (Owner's acceptance will be final) deemed that reasonable grounds have been shown thereof, authorize such extension of time, if any, as, in his opinion, be necessary or proper.

3.17.4 "Period of Maintenance"

3.17.4.1 The "Period of Maintenance" shall mean a period of **06 months** as calculated from the date of issue of "Final Certificate of Completion". The WORK shall at, or, as soon as practicable after the expiry of the "Period of Maintenance", be delivered to OWNER to his satisfaction in as good and perfect condition (fair wear and tear excepted) as that in which they were at the commencement of the "Period of Maintenance". The

CONTRACTOR shall execute all such WORK or repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkage or other fault as may be required by OWNER and/or ARCHITECT and/or CONSULTANT during the "Period of Maintenance" or within thirty (30) calendar days after its expiration as a result of an inspection made by or on behalf of the OWNER and/or ARCHITECT and/or CONSULTANT prior to its expiry.

3.17.4.2 If, for any material or equipment supplied by CONTRACTOR, the OWNER is entitled to a guarantee or warranty by manufacturer or supplier, the validity of which is greater than 24 (twenty-Four) months, CONTRACTOR shall be bound to ensure the realization of all such guarantees or warranties, until the expiry of their validity.

3.18 LEGAL BASES; SETTLEMENT OF DISPUTES; ARBITRATION:

3.18.1 The CONTRACT shall be and be deemed to be a Pakistani CONTRACT and shall accordingly be governed by and construed according to the laws for the time being in force in Pakistan. Should any more Conditions of CONTRACT be lacking in legal effectiveness on account of ambiguity or for any other reason whatsoever the same shall not impair the validity of any other conditions or of the CONTRACT as a whole. Any conflict which cannot be resolved mutually will be referred for arbitration under the arbitration Act. In case of default or conflict the Chairman of Client shall be the Arbitrator and his decision shall be final and binding.

3.18.2 if any or differences of any kind whatsoever shall arise between the ARCHITECT / CONSULTANT and CONTRACTOR in connection with or arising out of the CONTRACT, or the carrying out of the WORK (whether during the progress of the WORK or after the termination, abandonment or breach of the CONTRACT), it shall in the first place be referred to and settled by OWNER who within a period of ninety (90) days after being requested to do so, shall give written notice of his decision to the CONTRACTOR. Such decision in respect of every matter so referred shall be final and binding upon the CONTRACTOR until the completion of the WORK and shall forthwith be given effect to by the CONTRACTOR, who shall proceed with the WORK with all due diligence.

3.19 LEGAL NOTICES

- 3.19.1** Any notice be given to the CONTRACTOR under the terms of the CONTRACT shall be served, by sending the same to the CONTRACTOR's Head Office as well as to his local Site Office, by Registered Mail, or to leave it at the Head Office and the local Site Office against receipt.
- 3.19.2** Any notice to be given to the OWNER and/or ARCHITECT and/or CONSULTANT by the CONTRACTOR is to be sent to him by Registered Mail (as in Clause 3.19.1), or to be left against receipt.
- 3.19.3** Simultaneously with the sending of notice, as aforesaid, copies thereof shall be dispatched to the CONTRACTOR, the OWNER and ARCHITECT and/or CONSULTANT as the case may be.

3.20 PHOTOGRAPHS

- 3.20.1** Commencing with the first month, and then continuously each further month until the Completion of the WORK the CONTRACTOR on the direction of the ARCHITECT and/or CONSULTANT shall make colored photographs showing the current progress of the WORK and the completion of each part thereof. He shall use a digital camera, which permits the clean and clear enlargement of the pictures to size 8" x 10" on a single weight glossy paper and supply printed copies along with soft ware. All photographs shall be submitted not later than the 3rd of each month for the period covering the previous month, after prior approval of the photographs by the ARCHITECT and/or OWNER.

3.21 COORDINATION MEETINGS

- 3.21.1** Shortly after issue of the Letter of Award of the CONTRACT, the ARCHITECT and/or OWNER will require a meeting with the CONTRACTOR at OWNER's office at Karachi, to discuss equipment methodology and scheduling of WORK and other similar matters which may be pertinent for the execution of the WORK. The CONTRACTOR's agent at the SITE, who will be responsible for the execution of the WORK shall be present at this meeting. Meeting for coordination of the progress of the construction WORK will be held at the SITE with the discretion of the ARCHITECT and/or OWNER. When the WORK at the SITE are continuing regularly these meetings will take place once weekly, on the same day and time, at the SITE Office of the Project or whenever required.

3.22 Night, Sunday & Holiday WORK

3.22.1 The CONTRACTOR will be permitted to carry out the WORK also by double or three shifts operation, if he has undertaken to prove satisfactory working conditions for this operation at the SITE and has received the approval of the OWNER. WORK may only be carried out on Friday and Holidays with special approval of the OWNER and/or the competent authorities as per government rules, when such WORK is unavoidable or absolutely necessary for the saving of life or property or for the safety of WORK, or when other extraordinary circumstances so require.

3A. SPECIAL CONDITIONS OF CONTRACT
(Blank spaces to be filled in by the Tenderer)
pages 3A-1 to 3A- 3

<u>Subject</u>	<u>Provision</u>
3.A.1 Amount of Bid Bond	2% (Two Percent) of the contract value
3.A.2 Amount of Performance Bond	10% of the Price of the CONTRACT at the time of signing the Agreement of CONTRACT.
3.A.3 Securities for the proposed Performance Bond (state name and address of the proposed Scheduled Banks/Insurers from whom Performance Bond shall be obtained).	1. Name _____ Address _____ _____ _____
3.A.4 Minimum Amount of Third Party Insurance.	As per contract and legal requirements
3.A.5 Proposed Time of Completion of the work.	4 months
3.A.6 Billing mode	No bill shall be accepted whose value is less than Rs. 2 million and not Approved by the Architect/ Consultant
3.A.7 Interim payment	As per condition of contract Clause # 3.10.2.1
3.A.8 Amount of Liquidated Damages for late completion, for each calendar day thereof, after the completion date	0.1% per day up to max. of 10% of the Final Contract Price
3A.8.a. Mobilization Advance payment against Guarantee from a schedule bank or approved Insurance Co. (Performa attached)	20% (Twenty percent) of the total price of the CONTRACT at the time of signing of the Agreement of CONTRACT

- 3.A.8.b** Deduction of Mobilization Advance
20% (ten percent) of the Gross value of the first and subsequent Interim running payments until the Mobilization Advance has been wholly recovered.
- 3.A.9** Percentage of Retention.
Shall be deducted @ 10% of the value of all running bill. **50%** retention money shall be released at substantial completion and **50%** will be paid after the laps of maintenance period.
- 3.A.10** Period of Maintenance
06 months
- 3.A.11** CONTRACTOR's address for service of notices.

- 3.A.12** OWNER's address for service
Eng. Nazik Hussain
Project Director
Community College
Dadu
- 3.A. 13** ARCHITECT's address for service of notices.
Habib Fida Ali,
Architects
4, Choudhry Khaliqzaman,
Road, Karachi-75530.
- 3.A.14** CONTRACTOR'S rates to be inclusive of all materials required for the work unless specified otherwise in any clause of this document including all federal and Provincial taxes.

**3I. APPENDIX 'I' TO THE CONDITIONS
OF CONTRACT**

pages 1 to 3

Draft of AGREEMENT OF CONTRACT

THIS AGREEMENT is made at Karachi on this day, the _____ of _____
Two Thousand and Eleven

between:

Institute of Business Administration, Community College, Dadu
hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant
to the context mean and include their respective successors-in-interest and
assigns) of the One Part;

And

_____ hereinafter called the "**CONTRACTOR**" (which expression shall unless
repugnant to the context mean and include its successors-in-interest and
assigns) of the Other Part;

AND WHEREAS THE CONTRACTOR has already furnished to the
OWNER a Performance Guarantee for the due fulfillment of the
CONTRACT.

AND WHEREAS THE OWNER is desirous that certain WORK, viz:

**Furniture Works for Academic Block at Institute of Business Administration,
Community College, Dadu** should be carried out and maintained and has
accepted a Tender by the CONTRACTOR for the supply, installation, execution,
completion and maintenance of such WORK for an amount of Rs. _____
(Rupees _____ Only).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of CONTRACT hereinafter referred to.
2. The following documents, which for the purpose of identification have been signed by on behalf of the CONTRACTOR and by on behalf of the OWNER all of which shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Form of Tender, inclusive of the pertinent Appendices and the Instructions to Tenderer.
 - (b) The Conditions of CONTRACT/Special Conditions of CONTRACT.
 - (c) The Specifications.
 - (d) The Bill of Quantities.
 - (e) The Drawings.
 - (f) The relevant correspondence and other documents, as per Clause 2.1.9 of the Instructions to Tenderers as far as specified in detail in the Annexure to this Agreement of CONTRACT.
3. In consideration of payments to be made by the OWNER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to supply, install, execute, complete and maintain the WORK in conformity, in all respects, with the provisions of the CONTRACT.
4. Based upon applications for payment submitted by the CONTRACTOR and certificates of payments issued by the ARCHITECT, the OWNER shall pay the CONTRACTOR in current funds for the performance of the WORK, subject to additions and deductions by variation orders as provided in the CONTRACT Documents, the price of the CONTRACT amounting to Rs._____.
(Rupees _____only) as prescribed in the CONTRACT Documents.
5. That this Agreement shall not stand discharged on account of detention/substitution of any of the existing OWNER by other(s) but shall remain binding on CONTRACTOR and CONTRACTOR shall be liable to the existing OWNER of the PROJECT and/or successors-in-interest or assigns of OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seal on the day and the year first above written.

Signed, sealed and delivered by the OWNER.

Signed by:

OWNER

In the presence of

Signed by:

Signed for and on behalf of the CONTRACTOR

Signed by:

In the presence of

Signed by:

**APPENDIX 'II' TO THE CONDITIONS
OF CONTRACT**
pages 1 to 3

Draft of PERFORMANCE BOND

THIS BOND executed at _____ on this _____ day of _____, by
_____ having Registered Office at
_____ and is hereinafter called the
"Surety" (which expression shall unless repugnant to the context mean and
include its successors-in-interest and assigns) of the One Part in favour of:
Institute of Business Administration, Community College Dadu,
hereinafter referred to as the "OWNER" (which expression shall unless
repugnant to the context mean and include their respective successors-in-
interest and assigns) of the Other Part:

WHEREAS _____
whose Registered Office is at _____
is carrying on business of _____
(hereinafter called the "CONTRACTOR") by an Agreement which shall be signed
between the OWNER of the One Part and the CONTRACTOR of the Other Part
(hereinafter called the "CONTRACT") has agreed to carry out the WORK of
Construction, completion and maintenance of

**Furniture Works for Academic Block at Institute of Business Administration,
Community College, Dadu** in conformity with the provisions of the CONTRACT:

AND WHEREAS one of the Conditions of entering into the CONTRACT is that the
CONTRACTOR shall provide to the OWNER a Performance Bond in the sum of
Rs. _____ (Rupees _____ Only) for the fulfillment
of the CONTRACT;

AND WHEREAS _____ Surety
has agreed to give to the OWNER this Performance Bond on the terms and
conditions mentioned hereinafter;

NOW THEREFORE THIS BOND WITNESSETH:

1. That CONTRACTOR shall duly perform and observe all the terms, provisions, conditions, stipulations and his obligations contained in the CONTRACT according to the true purpose, intent and meaning thereof or as may be determined by OWNER who shall be the sole judge in the matter.
2. In the event of default being committed by the CONTRACTOR of which and/ or OWNER shall be the Sole exclusive judges, we as Surety shall satisfy and discharge within two days after demand all the damages sustained by the OWNER on account of the default of the CONTRACTOR as may be solely and exclusively determined by the OWNER and/ or ARCHITECT without any reference of any nature whatsoever to the CONTRACTOR and without any question whatsoever and whether or not the CONTRACTOR disputes his liability in respect thereof and whether or not any arbitration or Court case is pending in respect of the dispute.
3. That our liability under this Performance Bond shall be up to the amount of: Rs. _____ (Rupees _____ only) and this Bond shall become null and void if the CONTRACTOR has carried out the WORK and also performed his obligations strictly in accordance with the CONTRACT to the full satisfaction of OWNER and/ or ARCHITECT who will be the sole and exclusive judges to determine whether or not CONTRACTOR has carried out the WORK and his obligations in accordance with the CONTRACT.
4. That our liability hereunder shall not be discharged until such time that a release has been granted to us in writing under the signature of the OWNER.
5. That OWNER and ARCHITECT on behalf of the OWNER may, as they think fit, without any reference or notice to us, and without at all obtaining our consent, and without prejudice to this Bond, and without discharging or in any way affecting our liability hereunder, at all times grant time or other indulgence to or accept or make any composition or arrangement with CONTRACTOR and also vary, delete, add to or amend the terms and conditions of the CONTRACT without any notice to us or without obtaining our consent for the same. We further agree that no forbearance or forgiveness on the part of the OWNER and ARCHITECT nor any alteration in

the extent or in the nature of the WORK to be supplied, installed, executed, completed and maintained under the CONTRACT without any information to us or without obtaining our consent, shall discharge our liability hereunder.

6. That payment under this Bond shall be made by us in the name of OWNER and a receipt by said OWNER shall discharge us from our liability to OWNER under this Bond.

7. That any notice or demand under this Bond may be made by the OWNER and may be left at our address mentioned herein or any changed address as may be communicated by us by the OWNER, or the said notice may be sent by post to us addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it should be delivered in due course of post and including such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the OWNER that the envelope was posted shall be conclusive.

8. That this Bond shall not stand discharged on account of detention/substitution of OWNER by other(s) but shall remain binding on us and we shall be liable to OWNER and/or successors-in-interest or assigns of OWNER.

IN WITNESS WHEREOF we have signed and sealed this Bond on the day and the year first above mentioned in the presence of:

(1) _____

(2) _____

**APPENDIX 'III' TO THE CONDITIONS
OF CONTRACT**
pages 1 to 2

Draft of BID BOND

KNOWN ALL MEN BY THESE PRESENTS THAT WE _____

_____ (hereinafter called the "Bank", do hereby bind ourselves and our successors, executors and administrators to pay OWNER namely: **Sukkur Institute of Business Administration, Airport Road, Sukkur** on the first demand from said OWNER without any question and without reference to _____

_____ (hereinafter called the "Tenderer") and irrespective of any dispute existing between Tenderer and OWNER, the sum of Rs. _____ (Rupees _____ only) in respect of Tender submitted by Tenderer to execute the

Furniture Works for Academic Block at Institute of Business Administration, Community College, Dadu to be deposited with OWNER and binding Tenderer to abide by his Tender for a period of (45) days from the _____ (date of opening of the Tender) and if Tender is accepted then to sign the CONTRACT and provide Performance Bond:

NOW THE CONDITIONS of the above written Bond are such that:

1. If Tenderer fails to abide by his Tender for the period mentioned above and if the Tender is accepted by OWNER, then Tenderer fails to sign the CONTRACT and provide Performance Bond, payment of Rs. _____ (Rupees _____ only) will be made immediately a demand is made by the OWNER and/or ARCHITECT on us without any question and without reference to Tenderer and irrespective of any dispute existing between Tenderer and OWNER in respect of the acceptance or rejection of the Tender and irrespective of the pendency of the dispute before any Arbitrator or in Court of Law.
2. That any notice or demand under this Bond may be left at our address mentioned hereinabove or at any changed address as may be communicated by us to the OWNER and/or ARCHITECT in writing against receipt of OWNER and/or ARCHITECT or the notice of demand may be sent to OWNER and/or ARCHITECT to us addressed as aforesaid and if sent by post it shall be delivered in due course of post and including such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by OWNER and/or ARCHITECT that the envelope was posted shall be conclusive.

3. That this Bond shall not stand discharged on account of deletion, substitution of OWNER by other(s) but shall remain binding on us and we shall be liable to OWNER and/or successors-in-interest or assigns of OWNER.

Signed, sealed and delivered by the said:

in the presence of:

THE COMMON SEAL OF THE BANK WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

**APPENDIX 'IV' TO THE CONDITIONS
OF CONTRACT**
pages 1 to 3

Draft of MOBILIZATION ADVANCE GUARANTEE

To:

_____,
_____,
_____,
Karachi

Gentlemen:

WHEREAS you have entered into a CONTRACT with _____
_____ hereinafter called the
CONTRACTOR) for the WORK namely,

**Furniture Works for Academic Block at Institute of Business Administration,
Community College, Dadu,** AND WHEREAS at our request and at the request of
CONTRACTOR you have agreed to advance to CONTRACTOR a sum of Rs.
_____ (Pak Rupees _____ Only) to be used by
the CONTRACTOR for the procurement and transport of construction/ fabrication
and erection plant as well as of materials for the WORK inclusive of Temporary
Works.

NOW THEREFORE we do hereby agree, undertake and guarantee:

1. That the CONTRACTOR shall use the advance amount of Rs. _____
(Pak Rupees _____ Only) for the purpose
of procurement and transport of construction/ fabrication and erection plants
as well as materials for the WORK inclusive of Temporary Works as defined
in CONTRACT dated _____ entered into between you and
CONTRACTOR.
2. The CONTRACTOR shall repay the above said advance to you either by
getting the same deducted from his running bills as per the Conditions of the
CONTRACT or from his own resources.

3. In the event CONTRACTOR failing to utilize the advance for the purpose for which it has been given by you and/ or CONTRACTOR failing to make the payment of the same to you as per the Terms and Conditions of the CONTRACT we hereby guarantee the payment of the amount of Rs. _____ (Pak Rupees _____ Only) or such other amount as may be outstanding against CONTRACTOR within two days after demand any nature whatsoever to CONTRACTOR and irrespective of existence of any dispute between you and CONTRACTOR and irrespective of pendency of any dispute with CONTRACTOR before any Arbitrator or any Court of Law.
4. That a demand certifying that CONTRACTOR has failed to utilized the advance for the purpose for which it has been given and/ or has failed to repay the same and signed by you will be conclusive against CONTRACTOR and against us which certified demand shall not be questioned by us for any reason whatsoever and it would be sufficient authority for us to make the payment to you.
5. That our liability under this guarantee shall stand reduced automatically to the extent of the adjustment made from the running bills of the CONTRACTOR and a certificate signed by you or ARCHITECT, to this effect shall be conclusive and binding on us.
6. That the payment hereunder shall be made by us under this guarantee in your name, and the ARCHITECT's receipt shall be sufficient that the payment has been made to you hereunder.
7. That any notice or demand under this guarantee may be left at our address mentioned hereinafter or at any changed address as may be communicated by us to you in writing against receipt of ARCHITECT to the notice of demand may be sent by post to us addressed as aforesaid and if sent by post is shall be deemed to have been given at the time when it should be delivered in due course of post and including such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by ARCHITECT that the envelope was posted shall be conclusive.
8. That all notices and demands hereunder may be sent to us by ARCHITECT for the time being which will be as sufficient as if the same has been sent by you.
9. That "ARCHITECT" in this documents means M/s. Habib Fida Ali, Chartered Architect, and/ or his successors-in-interest or assigns.
10. That this guarantee shall not stand discharged on account of your deletion/

substitution of by other(s) must shall remain binding on us and we shall be liable to you and/ or your successors-in-interest or assigns.

- 11. That you shall have collective and/ or several right to recover the full amount under this guarantee from us which shall be paid by us to you as per Clause (6) hereof.

Signed sealed and delivered:

Signed in the presence of:

This _____ day of _____