



CONSTRUCTION OF GYMNASIUM / EXERCISE HALL AT
GIKI TOPI

No. GIKI/Dir/Works/ 04

TENDER DOCUMENTS

FOR

CONSTRUCTION OF GYM / EXERCISE HALL AT GIKI

CIVIL, PLUMBING, ELECTRICAL WORKS

Issued By

Director (Engineering Projects)

Ghulam Ishaq Khan Institute of Engineering Sciences &
Technology, Topi, Swabi

Email: Director.engineeringprojects@giki.edu.pk

Ph. 0938-281035 Ext: 2747

TENDER NOTICE

CONSTRUCTION OF EXERCISE HALL / GYM AT GIK INSTITUTE, TOPI

1. Ghulam Ishaq Khan Institute of Engineering Sciences & Technology, Topi Swabi invites sealed bids (Single Stage Two Envelope Procedure) from well experienced construction contractors/firms for **CONSTRUCTION OF EXERCISE HALL / GYM** at the GIK Institute.

2. Eligibility / Participation criteria for work:

S#	Description
i.	Valid Registration Certificate with Pakistan Engineering Council in relevant category and discipline and Category C-5 & above.
ii.	Registration with FBR and Provincial Sales Tax on service authorities and must be on Active Taxpayers list of both authorities.
iii.	List of litigation with authorities/ institutions (if any), their nature and status/ outcome during the last ten years.
iv.	Affidavit/Undertaking regarding non-blacklisting by any public/ private agency. Any firm/entity blacklisted at the time of submitting its bid is ineligible to participate in the bidding process.
v.	Relevant experience certificates/ work orders with list of projects completed during the last five years and certificates of ongoing projects.

3. Detailed BOQ and other terms and conditions can be downloaded from GIK website from 18 Sep, 2023 onwards (www.giki.edu.pk). Tender Fee cash (Non-Refundable) is Rs. 2,000/-

Sealed bids along with 2% earnest money / Bid security of the total bid cost in the name of GIK Institute should **reach on or before 1100 hours on 04 Oct 2023. The proposals will be opened in the presence of available bidders at 1130 hours on the same day** in the office of Director (Engineering Projects), GIKI, Topi, Swabi. Financial Bids will be opened within Ten days after technical evaluation. Companies eligible to participate on the above criteria are invited for a **Pre-Bid meeting** will be held on **20 Sep 2023** at 1100 hrs in the office of Director (Engineering Projects). The buildings will be completed within six months from the date of issuance of work order and only those companies committing to complete the project within specified time should participate with an affidavit to this effect.

4. The proposals will be treated as non-responsive and shall not be considered for evaluation if any of the information mentioned in the Tender Documents is omitted, incomplete or not complied with, or the eligibility criteria is not made.

5. Client reserves the right to reject or accept any or all tenders considering relevant rules & procedures and essential documentation.

Director (Engineering Projects)

GIK Institute, Topi, Swabi

Email. Director.engineeringprojects@giki.edu.pk

Ph. 0938-281035 Ext: 2747

GENERAL RULES AND DIRECTIONS

FOR GUIDANCE OF CONTRACTORS

1. Tender shall be submitted along with all documents in sealed envelopes. The envelopes must have the name of the work written on them at the top and the name of the tenders written at the left-hand bottom corners.
2. Tenders must be filled in with ink and must be free from erasing small cuttings or over writing.
3. Total amount of work shall be written in figures as well as in words.
4. Conditional tenders will not be considered.
5. Contractors will have to make their own arrangement for all materials (except noted otherwise). Excuse of non-availability of any materials in open market will not be held tenable and shall not be considered for the purpose of justification for delay in the execution of the work or for the purpose of granting extension of time.
6. The contractor shall be responsible for the provision of electric and water at site of work. The successful tenderer shall make his own arrangement for electric and water supply required for execution of work and of his work people or employees engaged thereon, whether or not a water supply/electric source exist on the site, and all expenses in respect thereof, shall be borne and paid by the contractor. In case the Water Supply and Electric connections are available, these will be charged according to GIK procedures. The contractor shall install his own energy/water at source to determine the amount of energy/water consumed.
7. Tender rates should be inclusive of all taxes and duties. Payable to Govt. and no claim on this account will be entertained.
8. It must be clearly understood by contractor that no claims on account of market fluctuations will be entertained during the currency of contract for any item of work included in the drawings attached to agreement in other words it may be clearly understood that no request for escalation of rates / Price adjustment will be entertained.
9. Client reserves the right to reject any or all tenders or to accept any tender without assigning any reason thereof and is not bound to accept the lowest tender.
10. Quoted rates shall remain valid for three months.
11. Damages for delay, in case of Non-completion of work within specified time would be @ 1% of tendered amount /day (10% max.)
12. Mobilization advance up to 10% of contract value will be made by the Client / Consultant against Bank Guarantee from scheduled bank in Pakistan. Recovery of mobilization advance @ 10% of gross amount from running final bill of contractor. Running payments will be made after checking the bill submitted by the contractor at site by Consultant Engineer.
13. Defect liability period, 12 x months from the completion date.

14. All tests i.e., concrete, bricks, steel, crush, cement, and other materials will be performed by the contractor at his own cost from time to time as directed by the client / engineer.
15. Participants shall inspect the site of work and surroundings and shall satisfy themselves before submitting their tenders as to the quantities and nature of works, climatic conditions, the locations, form and nature of the site and the terrain, the requirements and availability of manpower, labors, materials, water, electricity and roads, the means and access to the site,
16. transportation and communication facilities and in general shall themselves obtain all necessary information as to cost, risks, contingencies and other circumstances which may affect or influence their tenders. The costs of visiting the site shall be at the tenderer's own expense.

MEMORANDUM

- | | |
|---|---|
| 1. Type of Work to be endorsed on the Package of the tender | construction of Gymnasium / Exercise Hall. |
| 2. Date of issuance of Tender | 18 Sep 2023. |
| 3. Place of issue of Tender | Office of Deputy Director (Works) GIKI, Topi, Swabi. |
| 4. Place of submission and, opening of Tender | Office of Deputy Director (Works) GIKI, Topi, Swabi. |
| 5. Last date and Time of submission of Tender. | 11:00 hrs, 04 Oct_2023. |
| 6. Date and Time of opening of Tender | 1130 hrs, 04 Oct 2023. |
| 7. Date of commencement of work | Within 7 (Seven) days from the date of receiving of assurance of letter of intent |

8	Time of completion of work	06 x Months from the date of issuance of letter of intent.
9	Defect Liability of Maintenance period	12 x Months from the date of substantial completion of the works.
10	Amount of Mobilization Advance	10% (Ten Percent) of Contract Value against Bank Guarantee from scheduled bank in Pakistan
11	Recovery of Mobilization Advance	10% (Ten Percent) of gross amount Of work done from each running bill.
12	Retention money to be deducted from Contractor's Running Bills.	10% (Ten Percent) of gross amount of Work done from each running bill
13	Release of Retention Money.	50% (Fifty Percent) of total retention Money shall be released after issuance Of completion certificate by the Client.
14	Period of honoring interim payment Certificate by the Engineer.	Within 7 (Seven) days after Vetting by Engineer.
15	Amount of Liquidated Damages per day in case of non-completion of works in the period specified In	0.1% (Zero Point one percent) of contract Value per day, including all approved Clause (9) Hereof variations.
18	Period of checking of final bill	within 30 (Thirty) days after the Date of substantial completion of of the works. Contractor must maintain / prepare Measurement Book (MB) as per standards.
19	Venue of arbitration	Rector, GIK Institute, TOPI.
20	Validity of Tender.	30 (Thirty) days

Dated this _____ day of _____ 2023

Signature _____

In the Capacity of _____

Duly authorized to sign tenders for and on behalf of _____

Full Address _____

Witness _____

Qualification Requirements:

S#	Description
i.	Valid Registration Certificate with Pakistan Engineering Council in relevant category C-5 & above.
ii.	Registration with FBR and Provincial Sales Tax Authorities and must be on Active Taxpayers list of both authorities.
iii.	List of litigation with authorities/ institutions (if any), their nature and status/ outcome.
iv.	Affidavit/Undertaking regarding non-blacklisting by any public/ private agency. Any firm/entity blacklisted at the time of submitting its bid is ineligible to participate in the bidding process.
v.	Relevant experience certificates/ work orders with list of projects completed during the last five years and certificates of ongoing projects.

Technical Evaluation Criteria

Credit Marks shall be awarded based on the following criteria.

Minimum qualifying marks are 60.

Sr. No.	Description	Maximum Points
i)	Projects of similar nature completed over last 05 years (5 marks each project)	35
ii)	Projects of similar nature in hand (5 marks each project)	35
iii)	Personnel / HR capabilities with CVs	10
iv)	Machinery & Equipment Capabilities	10
v)	Working Capital in last 3 years with reference to bank statement.	10
	Total:	100

GENERAL CONDITIONS OF CONTRACT.

1. Tenders shall acquaint themselves with the site and site conditions before submitting their tender.
2. Tenders shall be signed by the contractor / proprietor on each and every page of contract document.

3 PROGRAM TO BE FURNISHED.

- 3.1 Contractor shall submit the following in duplicate for the approval of Client / Consultant within four (4) days after receipt of the letter of intent.
- 3.2 Program showing the order of procedure and method in which he proposes to carry out the work
- 3.3 Program shall indicate the proposed dates of starting and completion of construction of various items of works and the probable working hours to be followed.
- 3.4 Contractor may at any time during the period of contract submit to the Client / Consultant for approval proposals for amending program of the work. Such amendments shall not be carried into effect unless the Client / Consultant has approved them.
- 3.5 If the Client / Consultant under the provisions to this clause requires the contractor to amend his program of work the contractor shall not thereby be entitled to any adjustment in contract price and / or extension in completion time
- 3.6 The submission and approval by the Client / Consultant of such program shall not relieve the Contractor of any of his duties or responsibilities under this contract.

4 SUBLETTING.

- 4.1. Contractor shall not assign or sublet the contract or its any part thereof any benefit or interest therein or there under without the prior written consent of the Client.
- 4.2 Except where otherwise provided in the contract, the Contractor shall not sub-let any part of contract without the prior consent of Client /Consultant (which consent shall not be responsibly with-held) and such written consent if given, shall not relieve the contractor from his /their responsibilities. Contractor shall be responsible for the act of defaults of any sub-contractor, his agents, servants or workman in full as if they were the acts or defaults or neglects of the contractors, his agents, and servant, labor employed by the Contractor on a piecework basis shall not be demand to be sub-letting under this clause.
- 4.3 Client reserves the right to appoint in addition to Contractors, and other Sub-Contractors.

- 4.4 Contractor shall be responsible for the due performance of the work of sub-contractor the discipline of all his sub-contractors. Sub-letting of any portion of work shall not relieve the contractor from his obligation under his contract.
- 4.5 In case the specialized works be awarded to a specialist Contractor and not to the Main contractor then the Main Contractor will so arrange and administer this contract that the work of the specialist contractor proceed with due efficiency and are completed within the contact period stipulated in the contract. In case of any dispute / hindrance in simultaneous working of contractors, the Client / Engineer in-charge will decide accordingly and his decision will be binding on the parties concerned in this respect.

5. PAYMENT

MOBILIZATION ADVANCE.

The Client / Consultant as Mobilization advance can release 10%of the bid amount. Mobilization advance shall be adjusted @ 10% from Contractor running /Final bills.

RUNNING / FINAL BILL.

Contractor shall submit running bills to Client on the basis of actual work done by them. One running payment per fortnight can be claimed against physically executed and technically acceptable works at site. Retention amount of 10% will be deducted from Each bill, which will be returned after expiry of defect /liability period.

CORRECTION TO CERTIFICATE FOR PAYMENT.

If at any time during the currency of the contract a certificate for payment is signed by the Client and is found to contain an error or omission such an error or omission Shall be adjusted in the final bill of the contractor or from any other money due to Contractor.

MOOD OF PAYMENT

The payment to the contractor shall be made by crossed check.

5.6 INCOME TAX DEDUCTION

An amount equal to such amount (in present of each bill, as required under the income Tax Law, will be deduction from each bill of Contractor and deposited with the appropriate authorities.

5.7 PAYMENT IF CONTRACT TERMINATED.

If the contract is terminated by the Client, the contractor shall be paid by the Client for all works executed prior to the date of termination, at the rates and Prices provided in the contract.

6 OBLIGATIONS OF THE CONTRACTOR.

- 6.1 Contractor shall make their own arrangements at his own expense for required tools, plants and machinery required for the execution of the work. Any delay on this count could make the contractor liable to penalties imposed by the Client commensurate with the loss of work, which may necessitate extension in completion date.
- 6.2 Whenever applicable and necessary, the contractors shall make his /their own arrangements for water required for execution of the work. In such a case no additional extension in completion date.
- 6.3 Contractor shall not deposit any materials on site, which cause inconvenience to the public. The Engineer in charge may require the contractor to remove any materials, which are considered to be a source of danger or inconvenience to the public.
- 6.4 Contractor shall make their own arrangement for storing their belongings and the materials.
- 6.5 Contractor in the course of their works should understand that all materials obtained in the work of dismantling etc., will be considered as owner's property.
- 6.6 The Contractor shall carefully read the drawings and if they have any doubts they should get them clarified from the Architect /Engineer.
- 6.7 The contract must keep an experienced staff (minimum 02 persons), with civil engineering background, who can understand drawing, specifications etc. on the site of the work through the working time.
- 6.8 The Contractor should inspect the site of work and acquaint themselves with the nature and requirement of the work facilities of access for materials, removal of rubbish, etc., before submitting their tenders.
- 6.9 Time allowed for carrying out the work as entered in the tender shall be strictly observed.
- 6.10 To ensure timely completion within the stipulated period, the contractor will be required to maintain record of adequate and proportionate progress of work.
- 6.11 In the event of delay, the contractor/s will be liable to pay damages at the agreed rate for each day of delay beyond the date fixed for completion, provided always that the total amount of damages shall not exceed 10% of the tendered cost of the work. This is further subject to the condition that formal extension of the time for completion has not been granted by the Consultant Engineer.
- 6.12 If found necessary the contractor would apply for extension of time to the

client in writing. The application should be submitted at least 15 days before the stipulated date of completion. Factual causes of the delay will be given in the application. If the grounds for extension given by the contractor are found to be responsible, the client shall formally grant extension of time to an extent deemed adequate and necessary. On the other hand, if grounds given for the extension aren't considered plausible and reasonable, Client / Consultant has the right to impose and recover any of the following penalties:

- Rescind the contract after due notice in writing.
- Forfeit part or whole of the retention money of contractor.
- Get the balance work executed through any other agency on the risk and the cost of the Contractor.

6.13 The Contractor shall execute the whole of the job in a most substantial and workman like manner with regard to quality, speed, material and otherwise, in every respect in strict accordance with the specifications of the work. The work executed shall also conform exactly, full and faithfully to the designs, drawings instruction in writing relating to the work, drawings instructions in writing relating to the work and kept in his office, and which the contractor/s Shall be entitled to have access to at normal office hours and the contractor/s shall, if he /they so desire, be entitled to at his /their own expense to make or cause to be made copies of the specifications, and all such designs, drawings and instructions as aforesaid . In the event of any ambiguity, lack of details or differences in the interpretation of any items of work, specifications relating to such items shall be followed and considered final.

7. SETTLEMENTS OF DISPUTES:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract or in the carrying out of the work (**whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the contract**) shall be referred to and settled by the Rector GIKI, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Honorable Rector with respect to any of the accepted matters shall be final and binding on both parties.

8. SERVICES OF NOTICE

- 8.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by registered post / courier service of delivering the same at the contractor's principal place of business already on Client /Consultant record.
- 8.2. If any notice is not received by the contractor at his business address due to non-delivery by post office, or any other reasons (s) beyond the control of the Consultant, then Consultant will not be responsible for non-delivery.

9. AMENDMENTS AND ACCEPTANCE OF CONTRACTOR'S WORKS.

- 9.1 Director (Engineering Projects) shall have the powers to make any alternation, omissions, additions or substitutions in the original specifications, drawings, and designs during the progress of the work. Contractor shall be bound to carry out the work in accordance with the instructions which may be given to him in writing by the Engineer and such alterations, omission additions, or substitutions shall not invalidate the contract.
- 9.2 Any added, altered or substituted work which the contractor may be directed to do in the manner above will specified to be will carried out as part of the work on the same conditions in al respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

On the request of the Contractor, the proportionate extension in time will be granted for the added or altered work. In this regard the decision of the Engineer shall be deemed to be final.

In case the added, altered or substituted work includes any class of work for which no rate is specified in the contract then such item of work shall be carried out by mutual agreement in advance keeping in view the prevailing market rates of men and materials.

If at any time after the award of work or after the commencement of work Engineer shall by any reason whatsoever not require the whole of the work (specified in the tender) to be carried out, the Engineer in-charge shall give notice in writing to the contractor who shall have no claim to any payment of compensation whatsoever on account of profits or advantage which he did not derive as consequence of the work not got carried out.

If at any time it appears to Client /Consultant or its authorized person that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of inferior quality and not a in accordance with the contract the contractor shall on demand in writing form the Engineer rectify, remove and / or reconstruct the work, in whole or in part as the case may be provided other proper and suitable materials or articles at his own cost.

In the event of Contractor's failure to rectify /remove / reconstruct the specified items within a given period by Engineer in his aforesaid written demand, the contractor shall be liable to pay compensation at the rate of 1% of the contract amount for every day work delayed, not exceeding Ten days.

In the event of continuous failure on the part of contractor beyond ten days, the Engineer will arrange to get the required work done through any other Contractor, at the risk and cost of the Contractor in all respects.

10 SUSPENSION OF WORK

Contractor shall on the written order of the Client /Contractor (herein to as Suspension Order) suspend the progress of the works or any parts thereof for such time and in such manner as the Client / Contractor may consider necessary and shall during such suspension period, properly protect and secure the work so far as instructed by Client /Consultant. No claim whatsoever will be entertained by Client / Contractor against such a suspension order.

11 ABANDONMENT OF WORK

Client / Consultant shall have the right to discontinue or drop the work under this contract, whether in progress or otherwise and to revoke the agreement without assigning any reason thereof by giving 7 days' notice. In that event, the contractor shall have no claim for damages or compensation of any kind whatsoever. He shall however be entitled to receive actual cost for the actual work provided and work completed by the contractor if found satisfactory.

12 TERMINATION OF CONTRACT.

Notwithstanding anything contained hereto in the event of the rate of progress of the work being such that in the opinion of the Client / Consultant or his representative the work cannot be completed by the prescribed time or the extended time or /and the quality of the work of the contractor is not in accordance with the contract then the Client /Consultant shall have the power to terminate the contract after expiry of written notice of 15 days and /or with hold his payment or any other payment due or which may become due been constructed / completed in the manner laid down in the contract and that the Contractor shall be liable for any loss or damage which the Client / Consultant may sustain on that account and for forfeiture under the contract.

13 INSPECTION OF SITE

13.1 All works under or in the course of execution or being executed in pursuance of the Contract shall at all times be open to inspection and supervision by the Client / Consultant and heir authorized representatives. Contractor shall at all time during usual working hours and at all other time at which the responsible notice of intention of the Engineer or his representative to visit the work shall have been given to the contractor, they will arrange to have a duly accredited agent to be present at the site to receive orders and instructions. Orders given to the contractor's agent shall be deemed to have the same fore if they are given to the contractor.

- 13.2 The supervision and inspection of the work by the Clients representative does not relieve the contractor of this full responsibilities and liability of careful and befitting execution of the work in strict accordance with the plans and specifications.

14 COMPLIANCE WITH STATUES, REGULATIONS ETC, FAIR WAGES CLAUSE AND LAW GOVERNING EMPLOYMENT OF LABOR.

- 14.1 Contractor shall confirm in all respect with the provisions of all Central, Provincial and local Laws, regulations etc. for the time being in force in Pakistan including all regulations and by laws of if any local or other duly constituted authority within Pakistan which may be applicable to the performance of this contact and the rules and regulations of all public bodies and companies whose property on rights are affected or any be affected in any way by the works or any temporary works and shall give all notices and pay all fees required to be given or paid thereby and shall keep the Client indemnified against all penalties and liabilities of any kind for breach of any of the same.
- 14.2 The employment of labor shall conform to the laws of Pakistan and in accordance with the local customs. The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be a breach of the contract.
- 14.3 Client / Consultant shall not be liable for any damage or compensation payable according to law in respect or in consequence of any accident or injury to any workman or others in the employment of the contractor.
- 14.4 if the contractor or his work people shall break, deface, injure or destroy any part of a building in which they may be working or if any damages shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in it within six months after completion, the contractor shall make the same to be made good at his own expenses.

15 CONDITIONAL TENDERS NOT BE CONSIDERD.

Tendered rates or amounts should be inclusive of all taxes payable to the Central and Provisional Government or local bodies and no claims on this account shall be entertained by the Client /Consultant.

Tendered rates shall be inclusive of all lead and lift.

Contractor's rate shall include all incidental charges in connection with the work. No alterations or additions shall be made by the contractor in the schedule of quantities and rates. These must be filled in with ink or typed out clearly and legibly in the columns provided in the schedule of quantities. The contractor must initial all corrections. Any tender which does not comply with this condition, will be liable to be summarily rejected. In case of difference between rates and amount the figures for rates will be taken as authentic and correct.

16 COMPLETION OF WORK AND SITE HANDING OVER.

After completion of work, contractor undertakes to have the site clean free from rubbish to complete satisfaction of Engineer.

On completion of work or earlier as directed by the Engineer, contractor shall remove all temporary structure erected at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone, ballast, rubbish etc., and in short shall leave the site in 3 neat and tidy conditions.

17 MEASUREMENT

The contractor will quote his rates as per BOQ/ per s.ft basis and work to be executed by the contractor in fulfillment of his obligations under the Contract. Contractor must maintain / prepare Measurement Book (MB) as per standards.

WORKS TO BE MEASURED.

The Consultant shall accept as otherwise stated, ascertain and determine by measurement the value in accordance with the contract. Engineer shall when he required any works to be measured, will give notice to the Contractor who shall forthwith attend or send a qualified agent to assist the Consultant or their representative in taking such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or fail to send such agent, then the measurements taken by the Consultant representative shall be taken as correct measurement of the works. For the purpose of measuring any work, contractor's agent or his representative shall prepare measurements records on monthly basis.

If after examination of such records the Contractor does not agree with the same or does not counter sign the same as agreed they shall within 7 (Seven) days of such examination lodge with the Client /Consultant or their representative a notice in writing in respect of such records as area claimed by him to be incorrect. However, the decision on measurement by Engineer will be final.

PART 1- LIST OF MATERIAL TO BE USED FOR CONSTRUCTION OF CIVIL CIVIL WORKS, PLUMBING AND ELECTRICAL

Section-1 (Civil Works)

- a. Cement for R.C.C Wall, foundation & Situ Wall etc OP/SRC make KOHAT/FAUJI/LUCKY.
- b. Cement for C:C Flooring and Plaster works OPC make KOHAT/FAUJI/LUCKY.
- c. Brick 9" x 4 1/2" x 3" of 1500 Psi Strength.
- d. Steel Nomi / ITEHAD/ FF/ STEEL /AMRELI STEEL/ Pak STEEL, any reliable company up to

60000/40000 PSI.

Section II, (Plumbing Works) PPRC Pipes and Fittings.

- a. PPRC Pipes for water supply, Firat, vesbo, ILL, plasco. Alpha
- b. UPVC Solution join for sewerage, JEDDAH POLYMER, PAK ARAB STEELEX, DADAX, PLASCO.

Quality and Standard of all plumbing materials should be up to the international standard

Section III (Electrical Works):

- a. Pipes for electrical conduits make PRINCE, JEDDAH PVC, ALPHA.
- b. 3" X 3" Metal back boxes (Reliable Company)
- c. Switches & Sockets make CLIPSAL E-200 Series.
- d. Cable & Wires make FAST CABLES, PAKISTAN CABLES.

18. METHOD OF MEASUREMENT

The measurement shall be taken in accordance with the standard method of Measurement of Building Works. Contractor must maintain / prepare Measurement Book (MB) as per standards.

- 18** In case of any extra item /works completed by the contractor on the instruction of the Engineer and not covered in the Drawings than the general policy of measurement consisting of materials cost, labor charges, transportation /cartage and 15% profit will be adopted. Contractor shall however, produce the rates analysis of additional items supported by the relevant documents /invoices for verification of the Consultant's representative.

FORM OF MOBILIZATION ADVANCE

WHEREAS _____ of _____ whose registered office is at _____ (hereinafter called the "CONTRACTOR") of the one part by an Agreement made between _____ (hereinafter called the "EMPLOYER") of the other part has entered into a Contract (hereinafter called the "CONTRACT") for the execution and completion of the WORKS and the remedying of any defects therein in conformity with the provisions of the said CONTRACT.

AND WHEREAS the EMPLOYER has agreed to advance to the CONTRACTOR at their request an amount of Rs. _____ (Rupees _____ only) to be used by them exclusively for the WORKS.

In the consideration of the EMPLOYER making the above advance we hereby guarantee that the CONTRACTOR shall use the advance for the above purposes and if they fail or commit default in fulfillment of any of their obligation for which the advance payment is made, we shall be liable to the EMPLOYER for the payment of the amount in respect of which they have so failed not exceeding the aforementioned sum.

Notice in writing of any default as aforesaid on the part of the CONTRACTOR will be given by the EMPLOYER to us and on first demand from the EMPLOYER payment shall be made by us for all sum then due from this guarantee without further reference to the CONTRACTOR and without question and that EMPLOYER's verdict in this behalf shall be final and binding on us.

As and when the said advance payment is adjusted against payment(s) from the running bills of the CONTRACTOR, then this guarantee shall automatically stand reduced to the extent of such adjustment(s).

This guarantee, so reduced, shall remain in force until the advance payment is fully adjusted against the payment from the running bills of the CONTRACTOR or otherwise which ever is earlier.

Claims if any must reach the undersigned within one (1) month after _____ (state date of completion) otherwise they will be invalid.

Signed, Sealed and Delivered by the said _____ . The Common Seal

_____ Bank Limited was hereunto fixed in the presence of:

1. _____

2. _____

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of __ Between (Name of Employer) _____ Employer”, of one part and (Name of Contractor) _____ of (Mailing address of Contractor”) of the other par.

WHEREAS the Employer is desirous that certain Works should be executed. viz _____) by letter of acceptance date: (Date of letter of Acceptance)____, accepted a bid by the Contractor for the execution. Completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) Contract Agreement;
 - b) The letter of Acceptance.
 - c) The said bid with priced bill of quantities and addenda (if any).
 - d) Instructions to bidders.
 - e) Special Stipulations
 - f) Drawings
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed and Delivered.

By the said: _____

By the said: _____

Name: _____ Name: _____

On behalf of Contractor:

On behalf of Client:

Name: _____ Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

Witness

no. 1: _____ (Name & Signature)

Witness no. 2: _____
(Name & Signature)