

CADET COLLEGE CHOA SAIDEN SHAH CHAKWAL

CONDITION OF CONTRACT (VOLUME-1)

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CONTRACT DOCUMENTS

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VOLUME-I

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any variations to such document.
- 1.1.3 "Drawings" means the Engineer's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 "Party" means either the Employer/Employer's representative or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day

- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than owner's furnished material, if any) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is reported by the Engineer to the Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract administration is the relevant Law of the Govt. of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's Representative

The name and address of Engineer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials (Other

than Owner furnished material, if any), Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer. Subcontractors shall be named in Appendix-F to bid with the description of the work they are supposed to execute.

4.4 Performance Security

The Contractor shall furnish to the Employer within 14 days after receipt of Letter of Acceptance a Performance Security, in the form and amount stipulated in the Contract Data.

6. DESIGN

6.1 Contractor's Design

The Contractor shall not carry out any design. If there are clarifications on the existing design, the engineer will direct or request this through a variation order at the provincial office.

6.2 Responsibility for Design

The Engineer/ Employer shall be responsible for all the design, drawings and specifications.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- e) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- f) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- g) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7.

TIME FOR COMPLETION

7.1

Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a Programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Engineer within such period as may be prescribed by the Engineer for the same; and the Employer or the Employer's representative shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor shall notify the Engineer when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor, the Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Engineer shall notify the employer whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/the Employer's representative may issue Variation Order(s) in writing.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or

- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate,

10.3 Early Warning

The Contractor shall notify the Engineer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Employer within fourteen (14) days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Engineer an itemized make-up of variations. The Engineer shall seek approval or rejection within twenty eight (28) days. The Employer/Employer's representative shall check and if possible agree the value. In the absence of agreement, the Employer/Employer representative shall determine the value. Work shall only be executed with an agreed variation order (s) and a contract addendum.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

One payment per month, minimum 20% of the contract value per payment per contract number will be considered for payment.

(b) **Valuation of the Works**

The Works shall be measurable based on the unit rates as provided for in the Contract Data, variation order(s) may change the total value of the contract. Addendums based on variation orders will determine the new project value.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals for the value of the Works executed. The Contractor shall submit each month to the Employer's representative a statement showing the amounts to which he considers himself entitled. The minimum value of the invoice shall be not less than 20% of the contract value.

11.3 Interim Payments

Before submission of a statement for interim payment by the Contractor, the Engineer shall verify the work with an interim completion certificate. The statement of interim payment shall be submitted with the interim completion certificate.

11.4 Retention

Retention money (10%) shall be paid by the Employer's representative to the Contractor within fourteen (14) days after either the expiry of the period of six month after the Certificate of Service Completion is signed, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

For final payment the contractor shall submit the signed Certificate of Service Completion and a final statement. The date of the Certificate of Service Completion of the latest signatory is the relevant date for the period of warranty and the six month withholding period of the retention.

11.6 Currency

Payments shall be in the Pakistani Currency.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer/Employer's representative may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Employer is entitled,
- c) If the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) If the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform to the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (g) of the Employer's Risks under Sub-Clause 6.1. The contractor is obligated to place all such insurances with either the National Insurance Company of Pakistan or any other insurance company operating in Pakistan acceptable to Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Disputes

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence. If the parties still disagree and the matter cannot be resolved in a mutual way, an arbitrator can be involved.

15.2 Arbitration

The place of arbitration is Lahore and the language is English.

16 CODE OF ETHICS

16.1 The Contractor shall follow anti-bribery policy of the employer and there shall be zero-tolerance on any kind of corruption. If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Employer Code of ethics signed by the Contractor, then the Employer shall be entitled to:

- (a) Recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

17 FINANCIAL ASSISTANCE TO CONTRACTOR (MOBILIZATION ADVANCE)

The Contractor is entitled for advance payment in the form, amount and recovery mechanism as stipulated in the Contract Data, after signing of contract agreement and production of Bank Guarantee with validity period up to its full recovery.

18 DETAILS TO BE CONFIDENTIAL

The contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or

elsewhere without the prior consent in writing of the employer or the engineer. If any disputes arise as to the necessity of any publication or disclosure for the purpose of contract, the same shall be referred to the decision of the Engineer whose award shall be final.

19 COMPLIANCE OF EMPLOYER'S CODES OF ETHICS & POLICIES

The contractor is obliged to sign and return with his tender submission Employers code of ethics and policies as stipulated in Volume 5 of the contract document.

20 SUFFICIENT LIGHTING DURING WORK AT NIGHT

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.

21 HEALTH AND SAFETY

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

22 PHOTOGRAPHS & PUBLICITY

No photographs of the site or the works or any part thereof shall be taken, published or circulated without the prior written permission of the Employer and no such permission shall exempt the Contractor from complying with the laws and regulations regarding taking and publishing photographs.

The contractor shall not give any information concerning the works for publication in the press or media of any kind without the prior written approval of the Employer.

23. DESIGNATION OF PROJECT SITE MANAGER

Within 3 days from Notification of Contract Award, the Contractor shall designate a *Project Site Manager* responsible to represent the Contractor vis-a-vis the site

engineer; the Project Site Manager shall be fully empowered to represent the Contractor in all matters related to technical, organizational and administrative issues arising from the day-to-day activities of the works.

A Curriculum Vitae (CV) of the proposed Project Site Manager shall be submitted as a part of the designation letter.

The Project Site Manager shall have a proven level of qualifications and experience in the management of work of similar type and extent, enabling him to resolve technical and administrative problems that may arise in the course of the ordinary activities of the works, without having to defer to higher authorities for all decisions. Fluency in English (written and spoken) is a mandatory requirement.

CONTRACT DATA
Clauses
Conditions of Contract

1.	Amount of Performance Security	4.4	10% of Contract Price stated in the Letter of Acceptance.
2.	Minimum amount of third party insurance	14.1	Rs. 100,000 per occurrence with number of occurrence unlimited.
3.	Time for Furnishing Programme		14 days from the date of commencement
4.	Time for Commencement	1.1.7	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued after signing of Contract Agreement.
5.	Time for Completion	1.1.9	One (1) Calendar Month from the date of receipt of Engineer's Notice to Commence.
6.	Amount of Liquidated Damages	7.4	0.05 % of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
7.	Defects Liability Period	9.1	180 days from the effective date of Substantial completion/Taking Over Certificate.
8.	Percentage of Retention Money	11.4	10 % of the amount of Interim Payment Certificate.
9.	Limit of Retention Money	11.4	10 % of Contract Price stated in the Letter of Acceptance.
10.	Minimum amount of Interim Payment Certificates (Running Bills)	11.3	20 % of the Contract Value
11.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	11.4	15 Calendar days
12.	Mobilization Advance	17.1	20 % of the Contract Value as advance payment against Insurance bond from approved AA insurance Companies of Pakistan
13.	Contractor Equipment Insurance	14.1	Full replacement cost

14	The Employer	1.1.4	Principal of Cadet College at Choa Saiden Shah,Chakwal.
15	The Contractor	1.1.5	Successful Bidders who shall be awarded the Works
16	The Engineer	1.1.20	Project Director; Cadet College at Choa Saiden Shah,Chakwal.
17	Priority of Contract Documents	1.3	<ol style="list-style-type: none"> 1. The Contract Agreement 2. The letter of Acceptance 3. The Completed form of Bid 4. The Contract Data Conditions of Contract 5. The priced bill of quantities 6. The Completed Appendices to Bid 7. The Drawings 8. The Specifications.

FORMS

- I. PERFORMANCE SECURITY**
- II. CONTRACT AGREEMENT**
- III. MOBILIZATION ADVANCE GUARANTEE/BOND**

PS-1

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in

writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT
(On Stamp Paper of Rs. 500/-)

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 2015 between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Contract Data
 - (e) Conditions of Contract and Contract Data
 - (f) The priced Bill of Quantities
 - (g) The Drawings;
 - (i) The Specifications (Project Description of the generic design of classrooms)
 - (j) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for _____

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees _____ (Rs _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, _____
(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees _____ (Rs _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)
- _____ Corporate Guarantor (Seal)

Template Forms

(To be used during construction)

RFI
MATERIAL APPROVAL
CONCRETE REBAR APPROVAL
INCIDENT REPORT
FINAL CSC
DAILY REPORT

Work documents / Technical		School details:
DATE (yyyy/mm/dd)	Contract number:	
EMIS	Site Engineer / contact details	Contractor details:
Province District Village		

Request for Information/Variation Request

Request number: Date:

Issue:

Requesters' signature

Received by: Date:

Signature:

Response:

Site engineer signature
Head teacher signature
SC/PTC signature

Work documents / Contractual		School details:
DATE (yyyy/mm/dd)	Contract number	
EMIS	Site Engineer / contact details	Contractor details:
Province District Village		

Contractors' Material Submittal Form

Submittal No:

Date:

To be completed by the Contractor:

Material Description:

Specification Ref.:

BOQ Ref.:

Drawing Ref.:

Enclosures: Catalogues ☐

Literatures ☐

Samples ☐

Manufacturer:

Local Agent:

Any Deviation from specification:

Additional relevant information:

Contractors' signature:

Received by site engineer: Date: Signature:

To be completed by the site engineer:

☐ Approved ☐ Approved as noted ☐ Appr. Conditionally (Resubmit)

☐ Rejected

Comments:

Checked by:

Quality Assurance		School details:
DATE (yyyy/mm/dd)	Contract number:	
EMIS	Site Engineer / contact details	Contractor details:
Province District Village		

Concrete Rebar Approval Request

(This request has to be turned in to approve the rebar works prior to concreting)

Request number..... Date.....

Please check and approve following (give reference to drawing number):

Contractor

Received by: Date:

Signature:

Approved

Approved, but after due completion of the following requirements

Not approved, due to the following reasons

Site engineer signature

HSE		School details:
DATE (yyyy/mm/dd)	Contract number:	
EMIS	Site Engineer / contact details	Contractor details:
Province District Village		

Incident Report

Project Name:

Project Number:

Incident Description:

Date of Incident:

Name(s) of Investigator(s):

Date(s) Incident Scene Investigated:

Date Incident Report Compiled:

Incident Report.

Time, Date, & Place of Incident:

Full Description of Incident:

Date Incident Reported & To Whom:

Type of Incident: I.e. Notifiable etc.

HSE Notification Reference (where applicable):

Nature & Extent of Damage or Loss:
Incident Summary:

Names of Witnesses.

Names of Persons or Companies submitting related documents.

Names of persons interviewed:

Root Cause:

Actions Required:

Lessons Learned:

Conclusions:

Recommendations:

Legislation Breached (Where applicable):

APPENDICES

Record Photographs.

Addresses of all involved Companies.

Incident Reports submitted by other involved Companies.

Witness Statements.

Safety Documents

Any Plant or Equipment Test Certification.

Quality Assurance		School details:
DATE (yyyy/mm/dd)	Contract number:	
EMIS	Site Engineer / contact details	Contractors details:
Province District Village		

Approval Request

Request number..... Date.....

Please check and approve following:

Contractor

Received by: Date:

Signature:

☐ Approved

☐ Approved, but after due completion of the following requirements

☐ Not approved, due to the following reasons

Site engineer signature

Head teacher signature

SC/PTC signature

Quality Assurance/Contractual		School details:
DATE (yyyy/mm/dd)	Contract number:	
EMIS	Site Engineer / contact details	Contractors details:
Province District Village		

Certificate of Service Completion

Deliverables:

(Brief description of the work carried out)

Responsible site engineer:

(Name, contact details)

Date of start (Contractual):

(yyyy/mm/dd)

Duration of project (Actual):

(Start date of works, end date of works)

Date of Delivery (Contractual):

(yyyy/mm/dd)

File name of final report:

(File name accordingly to the filing system)

Comments from site engineer (SST):

Contractor's signature/date:

Site engineer signature/date:

SC/PTC representative signature:

Head teacher/Principal signature:

Technical lead (Islamabad) signature/date:

Date of payment by finance:

Date to release the retention payment:

Expiry date of warranty

Contractor's Daily Report

Construction site: Place: EMIS number: Date: Week Nr.:						Receipt	
Use of personnel	Con. Manager		Supervisor		Workers		Worktime
	Number	Work hours	Number	Work hours	Number	Work hours	From Hours
Company personal							To Hours
Subcontractor							Day/Night shift
Service provider							Weather
Delivery							Normal / Storm / Rain*
Machinery used							Temperature °C
* delete non applicable!							
Works achieved:							
Unexpected events: (e. g.: Non delivery of main components, Power blackout, Attacks etc.)							
Additional work orders:							

Delays: (Begin - End)	
Remarks: (e. g. change of drawings, etc.)	
Attachments (e.g. Pictures etc.):	
Date: _____	Name/Signature contractor:
Date: _____	Name/Signature site engineer: