EXECUTIONOFWORKSDAANISH

SCHOOL (BOYS) CHISHTIAN

SINGLE STAGE – SINGLE ENVELOPE
(SSSE) BIDDING PROCEDURE

Section-I:InvitationtoBids

BIDDING DOCUMENTS FOR PROVISION OF TUBEWELL 1.0-CUSEC CAPACITY AND WATER CHANNEL BED MAKERFOR DAANISH SCHOOL BOYS CHISHTIAN DISTRICT BAHAWALNAGAR

The tenders for the following schemes are invited from Engineering firms/ contractors on the lot wise basis as per PPRA E-Tendering System, in line with PPRA rules (amended up to date). All the firms/contractors can participate in tendering process that have been registered with Pakistan Engineering Council for the Fiscal year 2024-25 in the relevant category/ codes, NTN, STRN, & PRA Certificates with active tax filer status.The Contractors/ Firms haveto be registered on Punjab PPRA website (https://punjab.eprocure.gov.pk). The E-bids shall be received as per **single stage single envelope procedures.**

Sr. No.	Name of Work	Estimated Cost Amount Rs.	BidSecurity @ 4% Amount Rs.
1	Provision of Tubewell 1.0-Cusec capacity and Water Channel Bed Maker	1,417,522	56,701/-

Please note that the bid security amount must not exceed 5% of the estimated price.Bid document is available for immediate download from the following websites PPRA website: www.ppra.punjab.gov.pk, EPADS portal: https://punjab.eprocure.gov.pk, PDS&CEA website: www.daanishschools.edu.pk.

Single Stage Single Envelope bidding procedure shall be applied. All submissions must be made online through the E-Pak Acquisition and Disposal System **(EPADS)** at https://punjab.eprocure.gov.pk by **11:30 AM** on **Wednesday, 27thNovember 2024**. Bid will be opened at **12:00 PM** on the **same day** via the **EPADS portal**, in accordance with PPRA Rules, 2014. The original bid security, in hard copy, must be submitted in a sealed envelope, addressed to "PUNJAB DAANISH SCHOOL BOYS CHISHTIAN," and delivered to the school by **10:00 AM** on **Wednesday, 27th November 2024**.Incomplete, unsigned, unstamped, late bids, or bid submitted through other methods will not be considered.

Note: The Daanish School Boys Chishtian management reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as per Rule-35 of the Punjab Procurement Rules, 2014.

ParaNo. INDEX PageNo.

GENERALDIRECTIONSFORTHETENDERS

1	Preparation andsubmission oftender.	7
2	Purchaseofcontractdocuments.	7
3	Costofpreparation andsubmissionoftender.	7
4	Tendertoincludeonlyonework	7
5	Scheduleof materialandequipmenttobesuppliedbyGovernment.	7
6	Responsibilityfor qualityand specifications.	7
7	Inspectionofsite.	7
8	Rates in thebidschedule.	7-8
9	Amountoftender.	8
10	Additionandalterationin thebidschedule.	8
11	Unattestedcorrections.	8
12	Additionalclauses.	8
13	Quantitiesinbidscheduleforcomparing tenders.	8-9
14	Earnestmoney.	9
15	Forfeiture ofearnestmoney.	9
16	Signingoftender.	9
17	Sufficiencyoftender.	9
18	Modificationandwithdrawaloftender/validityperiod of tender.	10
19	Tender tobeinsealedcover.	10
20	Tenderer togivehisaddress.	10
21	Presentationoftenderimpliesacceptance ofconditions.	10
22	Latetender	10
23	Openingoftender	10
24	Evaluation andcomparison oftenders.	10
25	Process tobeconfidential.	11
26	Clarificationofbidsafteropeningtender.	11
26A	QualityAssuranceSecurity	11
27	Rejectionoftender.	11
28	Tenderamountincludesalltaxes,dutiesandobligations	12
29	Notificationofaward.	12
30	Sighing ofcontractagreement.	12
31	Notificationsofsuccessfulandun-successfultenderers.	12
32	Reckoning ofcompletion period.	12
33	Contractor may obtainacopyofcontractagreementhiscost	12

TENDERFORWORK

1	Tender	13-14
2	Memorandumofwork.	15-16
3	Bidschedule.	17-18

GENERALCONDITIONSOFCONTRACT

DEFINITIONSANDINTERPRETATIONS

ClauseNo.		
1	Definitions	20-21
2	Marginalheadingsfor informationonly.	21
3	Termstoincludedesignationofcorrespondingposts.	21

CONTRACTDOCUMENTS

4	Documentsmutuallyexplanatory.	22
5	Custodyofdrawings	22
	Classifieddrawings	22
	One copyofdrawingstobekept onsite	22
	Further drawingsandinstructions.	22

GENERALOBLIGATIONS

6	Contractagreement.	23
7	PerformanceGuarantee/QualityAssuranceSecurity.	23
8	Programme ofworktobefurnished,	23
	ifsorequiredbytheEngineer-in-charge	23-24
	ActionwhenProgrammenotsubmittedintime.	23-24
9	Settingout.	24
10	Worktobeexecutedinaccordancewiththespecifications,	24
	drawings,orders,etc.	24
11	Actionwherenospecificationsareprovided	24
12	WorktobeunderdirectionsofEngineer-in-charge	24
13	Lighting atnightwork	25
14	Arrangement tosafeguarddangertounfinished work	25
15	Contractortosupplyplant,Ladders,scaffoldings,etc	25
	Contractor liabletopaydamagesarisingfromnon-provision	
	oflights,fencing,etc.	25
16	Noticetobegivenbeforetheworkiscoveredup	25-26
17	Contractor’semployees	
	RemovalofContractor’semployees	26
18	Wholetimequalifiedtechnicalpersonnel for supervisionofwork	26
19	Opportunitiesforother contractors	27
20	Damagetopersonsandproperty	27
	IndemnitybyGovernment	27-28
21	Worktobeopentoinspection	28
	Contractororhisresponsibleagenttobepresent	28
22	Giving ofnoticesandpaymentof fees	28
	Complianceofstatutes,regulations,etc	28
	Paymentofincometaxandother taxes	28
23	Cast ofbonds	28
24	Changeintheconstitutionoffirm	28
25	Photographsandadvertisements	28-29

ASSIGNMENTAND SUBLETTING

26	Assignment	29
27	Subletting	29

MATERIALS ANDWORKMANSHIP

28	Qualityof materialand workmanshipandtests	29
	Costofsamples	29
	Costoftests	29
	Costoftestsnotprovidedfor	29-30
29	Constructionalmaterials,fittingstoconfirmto representative	
	samplesapprovedbytheEngineer-in-charge	30

30	Stores andequipmenttobesuppliedby Government	30
31	Actionandcompensation payableincase ofbadwork	30-31

LABOUR

32	ApplicationofLabourlawsrules	31
33	Contractor liableforpaymentofcompensation toinjured workmanorin caseofdeathtohisrelations	31
34	Useofdonkeysandotheranimals	31-32

COMMENCEMENT,TIMEANDDELAYS

35	Commencement ofwork	32
36	Timeforcompletion	32
37	Extensionoftimeforcompletion	32
38	NoworkatnightoronSunday/PublicHolidays	32
39	Compensationfordelay	32-33
	Compensationforinadequatefunding	33

CERTIFICATEOFCOMPLETION

40	Certificationofcompletionofwork	33-34

ALTERATIONS,ADDITIONS ANDOMISSIONS

41	Alterationsinspecificationsanddrawings	34
	Alterationsomissions,substitutionsdonotinvalidatethecontract	34
	Extensionoftimein consequence ofalterations	34
	Rateofworksnotin bidschedule orintheestimates.	34-35
42	Nocompensationforalterationin orrestrictionofworktobecarried outif variationdoes notexceed20%.	35
	Variationexceeding20%	35

MAINTENANCEANDDEFECTS.

43	Periodofmaintenance	35-36
	Executionofworksofrepairetc.	36
	Costofexecutionofworksofrepair,etc.	36
	Remedyoncontractor’sfailureto carryoutworkrequired	36
44	Contractor liabletomakegooddamages,andforany imperfectionnoticedduringperiodofmaintenance	36

ADVANCESTO CONTRACTOR

45	Securedadvance onmaterialsbroughttosite	36-37

PAYMENTS

46	Billstobeorprescribedform	37
47	Bills tobesubmittedmonthly	37
47(A)	Paymentofitemswithimbalancerates	37

48	Deductionofsecuritydeposit	37-38
49	Conversionofsecuritydepositintoprofitbearingsecurities	38
50	Refund ofsecuritydeposit	38-39
	Refund ofsecuritydepositonproductionofabankguarantee	39
	Refund ofsecuritydepositofmaintenanceandrepairwork	39
51	Paymentonintermediatecertificatetoberegardedasadvances	39
52	Finalbillto besubmittedwithinonemonth	39
53	Procedureforpaymenttofirms	39
54	Sumspayablebywayofcompensationtobeconsidered asreasonablecompensationwithoutreferencetoactualloss	39

VARIATION INPRICES OFSPECIFIED MATERIALS

55	Pricevariation	39-42

CLAIMS OFCONTRACTOR

56	Bills tobesubmittedmonthly	42
57	Claimsforpaymentofextraordinarynaturetobe referredtoGovernmentfordecision	42
58	Timelimitforunforeseenclaims	42
59	Claimsforcompensationforthedelayintheexecutionofworks	42

REMEDIES ANDPOWERS

60	Actionwherewhole ofsecuritydepositisforfeited	43
61	Workattheriskandexpenseofcontractor	43-44
62	Contractor remainsliableto paycompensation ifactionnottakenunderclauses	44-45
	Powerstotakepossessionoforrequireremovaloforsell contractor’splant,etc.	45
63	Contractmayberescindedandsecurityforfeitedforsubletting, bribing orifcontractorbecomesinsolvent	45
64	DeductionofamountduetoGovernmentonanyaccountwhatsoever tobepermissiblefromsumspayabletothecontractor	45

SETTLEMENTOFDISPUTES

65	Procedureindisagreement	45
	Contractor dissatisfiedwiththedecisionoftheSuperintending Engineer	46
	Increasein amountofclaimoncepreferrednotallowed	46
	Referencetoarbitration	46
	Disputeforarbitrationlimited	46
	Arbitration	47
	ScheduleofmaterialstobesuppliedbyGovernment	47
	ScheduleofequipmenttobesuppliedbyGovernment	47
	Namesof manufacturersofspecifiedmaterialsforbaserate	48
	Contractagreement	49-50
	SpecimenofBankGuaranteetobefurnishedby the contractor inlieu ofperformancesecurity	51-52
	SpecimenofBankGuaranteeforrelease ofsecuritydeposit	

Stereo I.BNo.386 (Revised)
StereoI.BNo.389 (Revised) AgreementNo._____
StereoB&R No.28 (Revised)
StereoB&RNo.29 (Revised)

GOVERNMENTOFTHEPUNJAB

DEPARTMENT**Punjab Daanish Schools & Centres of Excellence Authority, Lahore**

Daanish Schools (Boys) Chishtian

PERCENTAGE/ITEMRATETENDERANDCONTRACTFORWORKS

1. Nameofwork_____

   _____

   _____

2. Estimatedcost_____Rs._____
   (bothinfiguresandwords)

   _____

3. Timeforcompletion_____

4. AmountofearnestmoneyRs._____(infigures)

   Rupees_____(inwords)

5. Issuedto_____
   (Name ofthecontractor)

6. OnpaymentofRs._____
   (Bothin wordsandfigures)

Signature_____
(Officialissuingtheform)

Dated_____

Officestamp_____

Note:-The officeropeningthetendershallrejectthetender whichdoesnotbearthestampandsignatureoftheissuingofficialandwhichisnotsubmittedbythe samecontractortowhomthetenderform wasissued.
(Thispage isto befilled inbythe issuingofficial)

GENERALDIRECTIONSFORTHEGUIDANCEOFTHETENDERERS

1. Thesedirectionsareprovidedtoassistthetendererinpreparingandsubmittinghistender.Theten dershallcontainallinformationanddatarequiredtobefurnishedandshallbepreparedandsubmittedinac cordancewiththeinstructionssetforthherein.

2. Allnecessarydocuments,suchascopiesofspecifications(excludingstandardspecificationboo ksetc),contractdocuments,includingbillofquantities,estimatedratesandanyotherdocumentsrequired inconnectionwiththepreparationoftenderorexecutionofworks,signedbytheEngineer-in-chargewillaccompanythetenderformandthecostofsuchannexeddocumentswill bereflectedinthecostofthetenderform.

3. Thetendererwillnotbereimbursedforanycostsofanykind,whatsoever,incurredinconnectionwi ththepreparation andsubmission ofhistender.

4. Nosingletendershallincludemorethanonework.Atendererwhowishestotenderfortwoormore worksshallsubmittenderforeachwork,separately.

5. Thememorandumofworktenderedfor,andthescheduleofmaterialsandequipmenttobesupplie dbytheEngineer-in-chargeandtheratesatwhichtheyaretobechargedfor(annexedhereto)shallbefilledintheofficeoftheEng ineer-in-chargebeforethetenderformisissued.Atthisstagethetendershouldensurethatthetenderformsoissu ediscompleteinallrespects.

6. Thetenderershallnotethattheultimateresponsibilityforthequalityofworkanditsconformitywitht hespecificationsanddrawingsrestssolelywiththesuccessfulbidderwhosetenderisaccepted.

7. Thetenderershallathisownexpense,inspectandexaminethesiteandsurroundingsandobtainfo rhimself,onhisownresponsibility,allinformationthatmaybenecessaryforpreparingthetenderandenteri ngintocontract,andshalldetermineandsatisfyhimselfbysuchmeansas hemayconsidernecessaryor desirableas toallmatterspertainingtothetender.Thetenderershallalsosatisfyhimselfbeforesubmittinghistenderast othenatureofgrounds,hydrologicalandclimaticconditions,theformandnatureofthesite,thenatureandl ayoutoftheterrain,theavailabilityoflabour,water,electricpowerandtransportationfacilitiesinthearea.Th etenderershallspeciallyinvestigateintothesourcesofmaterialstobeusedfortheworksandsatisfyhimsel faboutthequalityandquantitiesofmaterialsavailableforthecompletionoftheworkandthemeansofacces stothesite,theaccommodationhemayrequireand,ingeneral,shallhimselfobtainall necessaryinformation,astotherisks,contingenciesandothercircumstanceswhichmayinfluenceoraffe cthistender.TheEngineer-in-chargeshallnotassumeanyresponsibilityregardinginformationgathered,interpretationordeductionwh ichthetenderermayarriveat,from thedatathatmaybefurnishedwith thecontractdocuments.

8. (a)The tenderershallfillupthebidschedule.

(b) Incasetendersarecalled onitemratebasis,thetenderer shall quotehisownunitrateinthebidscheduleon whichheiswilling tounder takeeachitemofwork.

9. (i)Thetenderershallworkouttheamountagainsteachitemofworkinthebidscheduleandwillindicatethetotalamountofhistenderonwhichheiswillingtocompletetheworks.Thetotal amountworkedoutinthebidscheduleshall beenteredbythetendererinhistender ashistenderpricefortheworkincaseofdiscrepancybetweenamountsinfiguresandinwordstheamountinwordsshallprevail.

(ii) Shouldanydiscrepancybe foundintheamountofpayitemsorifacolumnofamountisfoundblankafterfillinginaunitrate,theunitratefilledbythetendererwillbeextendedinworkingoutoftheamountofthetenderandthetotalamountofthebidschedulewillbeadjustedaccordingly.

(iii) Ifaunitrateisleftblank,buttheamountagainsttheitemisfilled,theunitratewillbeworkedouton thebasisoftheamountdividedbythequantityoftheitemshowninthebidschedule

(iv) Ifitisfoundthatthetendererhasnotenteredanyunitrateandamountagainstanyofthepayitemsofthebidschedule,theEngineer-in-chargeshall fillintheblanksbynotingtheword“Nil”insuchblanksatthetimeofopeningofthetender.Suchpayitemsshallbedeemedtobecovered bytheratesofother items.

(v) Ifthetendererdoesnotacceptheadjusted/correctedamountoftenderaccordingtotheabove provision,histender shallberejected andtheearnestmoneyforfeited.

10 ThetenderwhichproposesanyalterationintheworksspecifiedinthebidscheduleorinthetimeallowedforcarryingouttheworksorinanyotherconditionmentionedbytheEngineer-in-charge,willbeliabletorejection.Thetenderershallsigneachandeverypageofthetenderandcontractdocuments,withoutmakinganyalteration.Allenclosuresissuedwiththecontractdocuments,shallbeattachedwiththetenderdulysignedbythetenderer.Anyadditionoralterationmadeafterfillingtheformshallbedulyattestedbythetenderer.Non-complianceofthisconditionshallrender thetenderliabletorejection.

11 Thetenderershallfillinthetenderdocumentsinink:Errors,ifany,shallbescoredoutandcorrectionsrewrittenlegiblyandattestedbythetenderer.Anyadditionoralternationmadeafterfillingtheformshallbedulyattested by thetenderer.Non-complianceofthisconditionshallrenderthetenderliabletorejection.Anytenderwithunattestedcorrectionshallbeattestedbythetendererinthepresenceofothertenderersatthetimeofopeningofthetenderexceptthatnocorrectionshallbepermissibleintherateoramountofthebidscheduleorinthetenderedpriceafter theopening ofthetender.

12 Additionalclause(s)foraparticularworkshallbetypedonseparatesheetsbytheEngineer-in-charge,whichwillbeannexedtothecontractdocumentsspecifyingthenumberofsheets(s).Thetenderer shallnotaddordeleteanyadditionalclause(s)intheadditionalclause(s)sheet(s),providedbytheEngineer-in-charge.

13 Thequantitiesmentionedinthebidscheduleareestimatedquantities,tobeusedforpreparingtenders,andtheEngineer-in-chargedoesnotexpresslynorbyimplicationagreethattheactualamountofworkstobeperformedwillcorrespondtherewith.Nopaymentwill bemadeonaccountofanticipatedprofitsforworkcoveredbythecontractwhichisnotperformed,norwillanyadjustmentintheunitratessetforthinthebidschedulebemadebecauseofanincreaseordecreaseintheactualquantitiesfromtheestimatedquantitiesindicatedtherein,

exceptasdeterminedinaccordance with theprovisions ofclause42 ofthegeneralconditionsofcontract.

14 Notenderwithoutearnestmoneyshallbeentertained.Earnestmoney,calculated@2%oftheestimatedcostofthework(roundedsuitably),shallbeintheformofdepositatcallreceipt.Theearnestmoneyoftheunsuccessfultendererssshallnormallybereturnedbytheengineer-in-chargewithinaweekofopeningofthetendersandinanycasenotlaterthan thirty (30)daysfollowingthedatesetforopeningoftendersexceptincaseswherethetendersaretobeacceptedbytheChiefEngineer,inthosecasestheearnestmoneyofonlythethreelowestbidderswillberetained andreturned totheunsuccessfulbiddersnotlaterthansixty(60)daysofopeningofthetenders.Intheeventofthetenderbeingaccepted,areceiptfortheearnestmoneyforwardedtherewith,shallthereuponbegiventothecontractor.Theearnestmoneyofthesuccessfultendereronexecutionofthecontractcoveringworkwillbeadjustedtowardstheamountofsecuritydeposittoberetainedfromthefirstamounts(s)payabletothecontractor underthecontract.

15 Thelowestevaluatedbidderwillberequiredtofurnishtheperformanceguarantee/qualityassurancesecurity(whereverrequired)beforeenteringintoacontract. Shouldthelowestevaluatedbidderrefuseorfailforanyreasontofurnishtheperformanceguarantee/qualityassurancesecurity,itshouldconstituteajustcauseforrejectionofhistender/annulmentofawardandineventofsuchrejection/annulment,theentireearnestmoneyshallbeforfeitedtoGovernment,ascompensation for suchdefault.

16 (i)Thetender shallbesignedby theperson(s)dulyauthorizedtodoso.Intheeventofatenderbeingsubmittedbyafirm,itshall besignedseparatelybyeachmemberthereof,orintheeventofthe absence ofanypartner,itshallbesignedonhisbehalfby a personholdingapowerofattorneyauthorizinghimtodoso.Suchpowerofattorneyshouldbeproducedwithtenderanditmustdisclosethatthefirmisdulyregisteredunderthepartnershipact,1932oranyotherlaw inforce.

(ii) Thetendersubmittedbyajointventure oftwoor morefirmsshall be accompaniedbyadocumentofformationofthejointventure,dulyregisteredandauthenticatedbyacompetentcourt,inwhichshallbestatedprecisely,theconditionsunderwhichitshall function,itsperiodofvalidity,theperson(s)authorizedtorepresentitandacceptitsobligationstheparticipationofseveralfirmsformingthejointventureandanyotherinformationnecessarytopermitafullappraisalofitsfunction.

(iii) Atendersubmittedbyacorporationmustbearthesealofthecorporationandbeattestedbyits Secretary.

(iv) Inallcases,thetendermustbesignedbyanindividual orindividualshavingpowerstolegallybindthefirm,jointventure,corporationorcompaniesonwhosebehalftheyaresigning.

17 Eachtenderershallbedeemedtohavesatisfiedhimselfbeforetenderingastothecorrectnessand sufficiencyofhistenderandoftheratesandpricesstatedinthebidschedule,whichratesandpricesshall,exceptinsofarasitisotherwiseexpresslyprovidedinthecontract,coverallobligationsunderthecontractand allmattersandthingsnecessaryfortheproper completion andmaintenance ofthework.

18 Thetenderermaymodifyorwithdrawhistenderaftersubmission,providedthatthemodificationor noticeofwithdrawalisreceivedinwritingbytheEngineer-in-chargepriortotheprescribeddeadlineforsubmissionoftenders.Thetenderer'smodificationornoticeofwithdrawalshallbeprepared,sealed,markedanddelivered,withtheinnerenvelopesadditionallymarked**" MODIFICATIONORWITHDRAWAL"**asappropriate.Notendermaybemodifiedsubsequenttothedeadlineforsubmissionoftenders.Withdrawalofatenderduringtheintervalbetweenthedeadlineforsubmissionoftendersandtheexpirationoftheperiodoftendervalidityi.e.sixty(60)daysas specifiedbythetendererintheformoftendermayresultintheforfeiture ofthetender security.

19 Thetenderershallsubmittheoriginaltenderdocumentscompleteinallrespectandkeepacopyofthetenderforhisownrecord.Theoriginalshouldbesealedinaninnerandanouterenvelope,dulymarkingtheenvelopesas**"ORIGINAL".**Theinnerandouterenvelopesshall (a)beaddressedto(ExecutiveEngineer),(b)and bearthefollowingidentifications:Tenderfor(NameofContract),(ReferenceNumberofTender),andthewords"**DO NOTOPENBEFORE**(TimeandDate,setforopening)".Theinnerenvelopesshallindicatethenameandaddressofthetenderertoenablethetendertobereturnedunopenedincaseitisdeclaredtohavebeenreceivedlateisotherwiseunacceptable.Iftheouterenvelopeisnotsealedandmarkedasinstructedabove,theEngineer-in-chargewillassumenoresponsibilityforthemisplacementorprematureopeningofthetendersubmitted.Atenderopenedprematurelybecauseofimproperidentificationwillberejected.

20 Thetenderershallindicateinthespaceprovidedinthetenderhisfullandproperaddressatwhichnoticesmaybelegallyservedonhimandatwhichallcorrespondenceinconnectionwithhistenderandthecontractisto besent.

21 Thepresentationoftenderimpliesfullacceptanceonthepartofthetenderoftheseinstructionsand allother conditionssetforthinthecontractdocument.

22 AnytenderreceivedbytheExecutiveEngineer(Engineer-in-charge)afterthedeadlineforsubmissionoftendersprescribedintheNoticeInvitingTenderswill bereturnedunopenedtothetenderer.

23 TheEngineer-in-chargeorhisdulyauthorizedofficer(notbelowtherankofAssistantEngineer/SubDivisionalOfficers)will opentendersinthepresenceofintendingtenderersortheirauthorizedagents,whomaybepresentattheti me.Theofficeropeningthetenderwillannouncethenamesofthetenderer,tenderratesandthepresence ofrequisitetender security.

24 PromptlyaftertheopeningofTenders,theEngineer-in-chargewillundertakeadetailedevaluationoftenders.TheEngineer-in-chargewilldeterminewhethereachtenderissubstantiallyresponsivetotherequirementsofthetenderdocumentsandconformstoalltheterms,conditionsandspecificationsofthetenderdocumentswithoutmaterialdeviationorreservation.Ifatenderisnotsubstantiallyresponsivetotherequirementsofthetenderdocuments,itwillberejectedbytheEngineer-in-charge,andmaynotsubsequentlybemaderesponsivebythetendererhavingcorrectedorwithdrawnthenon-confirmingdeviationorreservation.

25 Exceptforinformationtobereadoutbytheengineer-in-chargeatthetimeofopeningtendersinaccordancewithpara23above,noinformationrelatingtotheexamination,clarification,evaluationandcomparisonoftendersandrecommendationsconcerningtheawardofcontractshallbedisclosedtotenderersorotherpersonsnotofficiallyconcernedwithsuchprocess.Anyeffortbyatenderertoinfluencetheprocessofexamination,clarification,evaluationandcomparisonoftenders,anindecisionsconcerningawardofcontract,mayresultintherejection ofhistender.

26 Toassistintheexamination,evaluationandcomparisonoftenders,theEngineer-in-chargemayasktenderersindividuallyforclarificationoftheirtenders,includingbreakdownsofunitrates.Therequestforclarificationandtheresponseshallbeinwritingorbycable,butnochangeinthepriceorsubstanceofthetendershallbesought,offeredorpermittedexceptasrequiredtoconfirmthecorrectionofarithmeticalerrorsdiscoveredbytheEngineer-in-chargeduringthe evaluationofthetender.

26(A)Incasethetotaltenderedamountisequaltoorlessthan5%oftheapprovedestimated(DNIT)amount,thelowestbidderwillhavetodepositqualityassurancesecurityfromtheScheduledBankequaltotheamountofdifferencebetweenapprovedDNITamountandthequotedbidamountasgivenbelow,within15daysofissuanceofnoticeorwithinexpiryperiodofbid,whichever isearlier:

TOTALTENDEREDAMOUNT BELOW CORRESPONDINGESTIMAT	**QUALITYASSURANCE SECURITY**
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10% **andsoon….**	10% **andsoon….**

26 (B)Lowestevaluatedbiddershall,within15daysofreceiptby him ofanoticeinthisregard,furnishtothetenderapprovingauthorityincash,bankdraft,cashier'scheque,payment order orbankguarantee(validforthreemonthsbeyondcompletiontime/extendedcompletiontime)fromanyscheduledBankofPakistan,theamounttomakeupperformanceguaranteeand/or qualityassurancesecurity(whereverrequired)andspecifiedinthetenderinitem(h)ofMemorandumofwork.Shouldthelowestevaluatedbidderrefuseorfailforanyreasontofurnishtheperformanceguaranteeand/orqualityassurancesecurity(whereverrequired)withinthespecifiedtime,itshouldconstituteajustcauseforrejectionofhistenderandintheeventofsuchrejectiontheentireearnestmoneyshallbeforfeitedtogovernmentascompensationforsuchdefault.

27 TheEngineer-in-chargeshallhavetherightofrejectingalloranyofthetenderswithoutassigningany reasonthereof.TheEngineer-in-chargewillnotbebound toawardthecontracttothelowestortoanyother tenderer.

28 Theunitratesandpricesenteredinthebidschedulewillbetheratesatwhichthecontractorwillbepaid(SubjecttotheadjustmentspecifiedinClause55oftheannexedconditions)andshallbedeemedtoincludeallcostsofperformingthework,includingincometax,supertax,and/orothercharges,dutiesandtaxesoftheGovernment,autonomous,semi-autonomousandlocalbodies,profitsandcostsofacceptingthegeneralrisk,liabilitiesandobligationssetforthinorimplied fromthecontract.

29 Priortotheexpirationoftheperiodoftendervalidity(60days)prescribedinthetenderformoranyextensionthereofthatmayhavebeengrantedbythetenderer,theEngineer-in-chargewillnotifythesuccessfultendererbycable andconfirminwritingbyregisteredletterthathistenderhasbeenaccepted.Thisletterofacceptanceshallnamethesumwhichwillbepaidinconsiderationoftheexecution,completionandmaintenanceoftheworksasprescribedinthecontract,(hereinaftercalledthecontractprice).Thenotificationofawardwillconstitutetheformationofthecontract.

30.Atthetime,theEngineer-in-chargeinformsthelowestbidderinwriting,bidderwillprovideperformanceguarantee/qualityassurance security(whereverrequired)withinfifteen(15)daysfromreceiptofletter,failingwhichhisbidwillberejected andbidsecuritywillbe forfeited.

31 After thesuccessfultendererhassignedthecontractandfurnishedadequateperformanceguaranteeand/orqualityassurancesecurity(whereverrequired)theEngineer-in-chargewillnotifytotheunsuccessfultenderersthattheywere unsuccessful.

32 Thecompletionperiodwillbereckonedfromthedateofdeliveringtheawardorthehandingoverofthesitetothecontractor,whichever islater.

33 Acopyofthecontractagreement maybeobtainedbythecontractorathisowncost.

TENDERFORWORK

To

The Principal

Daanish School Boys
Chishtian

DearSir,

I/We_____
_____
(Nameofthecontractor)
theundersignedtenderer,having examined theconditionsofcontract,specifications,drawings,bid schedule and addenda Nos._____ thereto, for the workof_____
_____(Nameofthework)
andthewoksassociatedtherewith,andhavingexaminedthesiteoftheabovenamedworks,orhavingcausedthesitetobevisitedonourbehalfbymy/ourcompetentandreliableagent,andhavingsatisfiedmyself/ourselvesastoallconditionsunderwhichtheabovenamedworkmustbeperformed,herebyoffertoexecute,completeandmaintainthewholeoftheabovementionedworkincludingitsancillaryworksassociatedtherewith,inaccordancewiththesaidcontractdocuments,includingtheaddendaindicatedabove,a tenderpriceofRs_____(Rupees)_____
_____orsuchothersumsasmaybeascertainedinaccordancewiththesaid conditionsofcontractandtherates,andthepricessetforthinthebidschedule.

2 Assecurityforthedueperformanceoftheundertakingandobligationsofthistender I/Wesubmitherewithadepositatcall receiptNo._____Dated_
_____intheamountofRs._____(Rupees)_
_____from the_____Bank
_____Branch
_____drawninyourfavourormadepayabletoyouasearnestmoney,thefullvalueofwhichwillbeabsolutelyforfeitedtoGovernmentwithoutprejudicetoanyotherrightsorremediesofthesaidGovernment,shouldI/Wewithdraw
ormodifythetenderwithinitsvalidityperiodofsixty(60)days,followingthedateofreceiptoftender.

3. I/Weunderstandthatifmy/ourtender isaccepted,thefullvalueoftheearnestmoneyasattachedwiththetendershallbedetainedbyGovernmenttowardstheamountofsecuritydepositspecifiedinclause48ofthesaidconditionsofcontractanditem (d)ofthememorandumofwork.

4. Shouldthistenderbe acceptedbyyou I/Weherebyundertake:-

a) Tosign allthenecessarydocumentsfor enteringinto acontractagreementintheformsetoutinthecontractdocumentwithinfifteen(15)daysfollowingyournotification ofsuchacceptance.
b) Tocommencetheworkwithinthestipulatedtimenamedinitem(f)ofmemorandumheretoannexedfollowingthedateofissuanceofyourordertoproceedwithor thehandingoverofthesite,whicheverislaterandintheevent ofmy/ourfailuretodoso,theentireamountofearnestmoneydepositedbyme/usforwhich depositatcallreceiptisenclosedherewithistobeabsolutelyforfeitedtotheGovernment. Onthecommencementofthework,I/Weherebyalsoagreetoabidebyandfulfillalltheterm sorprovisionsofthesaidconditionsofthecontractannexedheretosofarasapplicableandindefaultthereof,toforfeitandpaytoGovernmentthesumsofmoneymentioned inthesaid conditions.

c) Tocompleteanddeliverthewholeoftheworkcomprisedinthecontractwithinthetimestipulatedinitem No.(g)ofthememorandumheretoannexed,subjecttosuchextensionintheti melimitasmaybegrantedundertheconditionsofcontract.

5. I/Wealsoagreethatwhenmaterialsand/orequipmentfortheworkareprovidedbytheGovernmenttheratesto bepaidforthem shallbeasprovidedinappendicesannexedhereto.

6. I/Weagreetoabidebythistenderfortheperiodof Ninety(90)daysfollowingthedatesetforreceivingoftendersanditshallremainbindinguponme/usandmaybeacceptedbyyouatanytimebeforetheexpiration ofthatperiod.

7. Unlessand untilaformalagreementispreparedandexecuted,thistender,togetherwithyourwrittenacceptancethereof,shallconstituteabindingcontractbetweenus,andshallbedeemedforallpurposesto bethecontractagreement.

8. I/Weunderstandthatyouarenotboundtoacceptthelowestoranytenderyoumayreceive,andthatyouwillnotdefrayanyexpensesincurredbyme/usintendering.

Thankingyou,

YoursFaithfully,

_____
(Signatureof tenderer)

Name_____

Datedthis_____day_____ Address_____

_____

of_____20

Theabovetenderisherebyacceptedbyme on behalf of Government.

_____
(Signature of Principal)

Daanish School Boys Chishtian

- Incase theaboveaddressischanged, thecontractorwillimmediatelynotifyinwriting totheExecutiveEngineer,hisnewaddress.

Memorandumofwork
(TobefilledinbytheGovernmentDepartment)

i. General DescriptionProvison of Tubewell 1.0 Cusec Capacity for irrigation and provision of water channel bed maker at Daanish School Boys Chishtian
(Ifseveralsubworksareincluded,theyshouldbe detailedinaseparatesheet).

ii. EstimatecostRs.1.418 Million

iii. Amountofearnestmoneyto AccompanythetenderRs.28,351/-

(tobe furnishedbythetenderer inthe shapeofdepositatcallfromascheduledBankofPakistan).

iv. Percentageofsecuritydeposittobe retainedfromthebills.

i. Ontheamount of workdoneupto Rs.5million = Ten (10)percent.
ii. Ontheamount of workdonebeyond Rs.5million = Five (5)percent.

v. MinimumamountofinterimrunningbillsRs.

vi. Mobilizationperiod 10 days.

vii. Timeallowedtocomplete the workaftertheexpiry ofmobilizationperiod 80 days.

viii. Amountofperformanceguarantee Rs----------
5%ofbidpriceinthecaseofbidpriceexceedingRs50millionasperGeneralDirectionfortheguidanceoftenderer26(B)readwithgeneralconditionsofContactClause(7)andamountofqualityassurancesecurityRs-------asperGeneralDirectionsfortheguidance oftenderer 26(A).

ix. Period of maintenance.(after thedateofissuanceof certificateofcompletion) One Year (360 days)

"FORMD.F.R.(P.W.)28-A"
(Referredtoin Rule7.36)
FORMOFGUARANTEE

WHEREASacontractforworkhasbeenawardedbytheGovernorofthePunjabactingthrough _____theGovernment ofthePunjab _____Department(hereinaftercalledtheGovernment) toM/S _____(hereinaftercalledthecontractor);

ANDWHEREASunderthetermsofthesaidcontracttheGovernmenthasagreedtoadvanceasumofRs. _____tothecontractorforexecutionofthesaidwork.Thesaidamountshallberecovеredafterlapseof20%contractperiodoraftertheexecutionofthe20%ofthework(financialterms),whichеverisearlier.Therateofrecoveryshallbe25%ofthevalueofworkdonein eachinterimpaycertificate(runningbill);

ANDWHEREAStheGovernmenthasrequiredthecontractortofurnishabankguaranteefromanyscheduledbankforsecuringthepaymentofthesumadvancedthereon:-

Itisagreedasfollows:-

1. I_____acting onbehalfof (hereinaftercalledguarantor)holdandfirmlybindto the Governmentinthe sum ofRs._____.(Rupees_____)payableonthesamesumgivenasmobilizationadvancetothecontractor.
2. Theguarantorherebyundertakestopaythesaidamountpayabletothe GovernmentofthePunjabondemandincasethecontractormakesadefaultinthepaymentofsaidamountunderthetermsandconditionsofthecontract.
3. Theguaranteeshallbeirrevocableandshallremaininforcetillthesumadvancedpayablethereonhas beenrepaidinfullbythecontractor.
4. Theliabilityoftheguarantorshallinnocaseexceedthe aggregateamountofRs._____(Rupees _____)payablethereonforthepaymentofwhichtheguarantorherebyundertakes tobinditselfandpromisestopaythewholeoranyportionofthisamounttotheGovernmentwithout makingareferencetothecontractor.

INWITNESSwhereofwethesaidguarantorhavesetouthandstothisdeedofguaranteethis__

Guarantor(ScheduledBank)

2. Thisnotification shallbeapplicableto future/newprojects.

BYORDEROFTHEGOVERNOROFTHEPUNJABSECRETARYFINANCE

DETAILED ESTIMATE FOR PROVISION OF TUBEWELL 1-CUSEC CAPACITY FOR IRRIGATION & PROVISION OF WATER CHANNEL AND BED MAKER AT DAANISH SCHOOL (BOYS) CHISHTIAN

D.N.I.T/B.O.Q.

Sr. No.	Description	Quantity	Units	Rate	Amount (Rs.)	Rate Quoted By Contractor	
						Rate	Amount
I	**STANDARDIZED ITEMS**						
1	Direct Rotary / Reverse Rotary drilling of bore for tube wells in all type of soil except shingle, gravel and rock.						
2	From ground level to 250 ft. (75 m) below ground level. i) 15" to 18" (375 to 450 mm) i/d	150	P.Rft	876.75	131,513		
3	Providing and installing, P.V.C. strainer B.S.S. Class 'B', intubewell bore hole, including sockets and solvents, etc. complete:- g) 12" i/d (300 mm)	85	P.Rft	2364.80	201,008		
4	Providing and installing P.V.C. Bail/End plug, in tubewell bore hole:- a) B.S.S. Class `B' vii) 12" i/d (300 mm)	1	No.	1031.30	1,031		

5	Providing and installing P.V.C. blind pipe, B.S.S. Class `B', in tubewell bore hole, including sockets and solvents and jointing with strainer, etc. complete. g) 12" i/d (300 mm)	65	P. Rft	3746.85	243,545		
6	Shrouding with graded pea gravel 3/8" to 1/8" (10 to 3 mm), around tubewell in bore hole.	243	P. Cft	180.65	43,898		
7	P/L PCC 1:2:4 arround the casing pipe complete in all respect.	7.750	%Cft	44866.80	3,477		
8	Providing, laying, cutting, jointing, testing and disinfecting G.I. pipeline in trenches, with socket joints, using G.I. pipes of B.S.S. 1387-1967 complete in all respects, with specials and valves. 3) Heavy Quality j) 5" i/d (125 mm) 5.4mm thick	13	P.Rft	2903.05	39,197		
9	Supply and erection of copper conductor cables for service connection, in prelaid pipe/G.I. wire/trenches, etc. (rate for cable only):- b) PVC insulated, PVC sheathed 3 core 600/1000 volt cable:- vi) 7/1.63 mm (7/0.064")	100	P.Rft	640.40	64,040		
10	Excavation in foundation of building, bridges and other structures, including dagbelling, dressing, refilling around structure with excavated earth, watering and ramming lead upto one chain (30 m) and lift upto 5 ft. (1.5 m) in ordinary soil.	191	%oCft	10677.75	2,039		

11	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth Ratio 1:6:12 Page	32	%Cft	21060.85	6,739		
12	Pacca brick work in cement, sand mortar foundation and plinth Ratio 1:5	107	%Cft	28486.30	30,480		
13	Cement plaster (1:4) in ground floor upto 20' height ½" (13 mm) thick ,	223.5	%Sft	3241.60	7,245		
14	Filling, watering and ramming earth under floors with surplus earth from foundation, etc.	191	%oCft	5090.45	922		
15	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): (f) Ratio 1: 2: 4	10	%Cft	44866.80	4,487		
	Total A				**779,621**		
II	**NON-STANDARDIZED ITEMS**						

1	Supplying / fixing Submersible Pump 3 Stages coupled with 15 Kw/ 20HP 3 pole Submersible Motor, Capacity 1.0 Cusec, Pump Head 100 Feet, Speed 2900 RPM, Impeller, Intermeduate Chamber, Shaft, Strap, Valve Casing,Valve Cone & Motor Casing Stainless Steel with fittings and 60 Rft MS Column Pipe 5" dia, Control unit make/desgn by Flow Pak, KAPRILLA, or Equivalent Type FP-MCU/SD 15 consisting of MCCb, over/under voltage realy, phase reversal realy, volt meter, ampere meter, indication light, on/off Push buttons, all contained in a lockable steel cabinet. Approved by the Engineer In-charge complete in all respects.	1	Each	420,400.00	420,400		
2	Supply of mild steel water channell maker consists of MS 4"x4"x4" channell frame size 6'x2.5' and blade size 8mm thick complete as approved by Engineer Incharge.	1	Each	150,000.00	150,000		
	Total B				**570,400**		
	Tota A+B				**1,350,021**		
	Add 5% PRA Tax				**67,501**		
	Grand Total				**1,417,522**		
	Say				**1.418(M)**		

Note:

(i) B.O.Q is base on rate for 1st-Bi-Annual 2024 i.eIst Jan 2024 to 30th June 2024, (District Bahawalnagar).

(ii) In case of any ambiguity regarding rate, MRS/Input rates of Finance Department displayed on web-site for 1st Bi-Annual
2024 i.e. from Ist Jan 2024 to 30th June 2024 District Bahawalnagar shall be followed.

BIDSCHEDULE

ScheduleofItems NAME OFWORK_____

Sr.No.	IteminScheduleofRates		DescriptionofItem	Estimated Quantity	UnitofRate	ScheduleRate		Amount(Rs.)
	Page No.	SerialNo.				Labour	Composite	
1	2	3	4	5	6	7	8	9

BIDSCHEDULE(Contd.)

1. Item Rate NAME OFWORK

Sr.No.	PayitemNo.orreferencetospecialspecificationsupplied	DescriptionofItem	EstimatedQuantity	UnitofRate	UnitRate (Tobefilledinbythecontractorwherenotalreadyfilledbythe ExecutiveEngineer		Amount (Tobefilledinby thecontractorwhennotalreadyfilledinby theExecutiveEngineerforitemsagainstwhichtheunitratehave already beenfilledinbyhim.)
					Infigures	Inwords	
1	2	3	4	5	6	7	8

Totalcost ofother/ItemRates

Rs.

BIDSCHEDULE(Contd.)

NAMEOF WORK_____

Totaltenderedamountofthework(T
obefilledinby theTenderer)

Rs._____

.Totalcostof/itemrates.

Rs._____

GrandTotalRs._

_____

Rs._____

(inwords)

Rupees_____

GENERALCONDITIONSOFCONTRACT

DEFINITIONSANDINTERPRETATIONS

Clause1

Inthecontract(ashereinafterdefined)thefollowingwordsandexpressionsshallhavethemeaningshereb yassignedtothem,exceptwherethecontextotherwiserequires:-

1) *"Agent"*meansthepersonappointedbythecontractortoactonhisbehalfinhisabsence;

2) *"Certificateofcompletion"*meansthecertificateofcompletiongivenbytheEngineer-in-chargepursuanttoclause40oftheseconditions;

3) *"Contract"*meansthecontractagreement,thedocumentssetoutthereinandincludesthecondition sofcontract,thetenderandacceptancethereof,thespecifications, thedrawings,thebidschedule,scheduleofratesadtheprices;

4) *"Contractor"*meansthepersonorpersons,firmorcompanywhosetenderhasbeenacceptedbytheEngineer-in-charge,andshallincludethecontractor'sdulyauthorizedrepresentative,successorsand assigns;

5) *"Contractprice"*meansthesumnamedinthetender,subjecttosuchadditiontheretoordeductionstherefromasmaybemadeundertheprovisionsofthecontract;

6) *"ConstructionalPlant"*meansallappliances,orthingsrequiredinoraboutheexecution,completion,ormaintenanceofthewoksortemporaryworks,butdoesnotincludethe materialsorotherthingsintendedtoform orformingpartofpermanentor temporaryworks;

7) *"Drawings"*meansthedrawing(s)referredtointhecontractdocumentsandanymodifications ofsuchdrawing(s)asmayfromtimetotimebefurnishedorapprovedinwritingbytheEngineer-in-charge;

8) *"Engineer-in-charge"*meanstheExecutiveEngineeroranyotherofficerwhoforthetimebeingandfromtimetotimeisinchargeoftheworksandincludesanofficerappointedbytheGovernmenttoactasEngineer-in-chargeforthepurposesofthecontract;

9) *"Government"*meanstheGovernmentofthePunjab;

9-a) *"ItemRates"*meantheratesdeterminedonthebasisofthemarketratessystemintroducedbytheGovernmentinreplacementoftheCompositeScheduleofRates1998throughFinanceDepartmentNotificationNo.RO(Tech)F.D.2-3/2004dated02.08.2004(AnnexureA).

10) *"Periodofmaintenance"*meanstheperiodduringwhichthecontractorisobligedtoguaranteetheworkordefinedportionsofworkagainstdefectandduringwhich

he isobligedtoperformanymaintenanceprocedurethatmaybespecifiedbytheEngineer-in-chargeandshallbecalculatedfromthedateofthecertificateofcompletiongivenbytheEngineer-in-chargeinaccordancewithclause40hereoforintheeventofmorethanonecertificatehavingbeenissuedbytheEngineer-in-chargeunderthesaidclausefromtherespectivedatessocertified;

11) *"Maintenance"* meanstherepairs,amendment,reconstructionandincludestherectificationofdefectsimperfections,shrinkagesandotherfaultsexceptfairwearandtearas mayberequiredofthecontractor inwritingby theEngineer-in-chargeduringtheperiodofmaintenance;

12) *"Programmeofwork"* meanstheProgrammeofworksubmittedbythecontractorandapprovedbytheEngineer-in-chargeandincludesandamendmenttheretomadefromtimetotimeandapprovedbytheEngineer-in-charge;

13) "*Site"* meansthelandsandotherplaceson,at,over,under;inorthroughwhichtheworksaretobeexecutedorcarriedoutinpursuanceofthecontractoranyadjacentland,orpartorstreet,whichmaybeallottedorusedforthepurposeofcarryingoutthecontractoranylandsorplacesprovidedbytheEngineer-in-chargefor thepurposeofthecontracttogetherwithsuchotherplacesasmaybespecificallydesignatedinorpursuant tothecontractas formingpartofthesite;

14) *"Specifications"* meansthespecificationreferredtointhetenderandanymodificationthereoforadditiontheretoasmayfromtimetotimebefurnishedorapprovedinwritingbytheEngineer-in-charge

15) *"Temporaryworks"* meansalltemporaryworksofeverykindrequiredinoraboutheconstruction,completionor maintenanceoftheworks;

16) *"Works"* meanstheworkstobeexecutedinaccordancewiththecontractandincludesanypermanentworksasrequiredfortheperformanceofthecontract.

Clause2:

Marginalheadingsforinformationonly

Themarginalheadings,thewords,notes,titles andphrases usedinthesegeneralconditionsanddocumentsattachedhereto,arestrictlyforinformationanddirectionofthereaderwith regardtothecontents ofthesaiddocumentsandshallbynomeansbeinvokedforinterpretationofthesaidclauses norshalltheybedeemedtobeparttthereoforbetakenintoconsiderationintheinterpretation thereoforofthecontract.

Clause3

Termstoincludedesignationofcorrespondingpost

Theterm"ExecutiveEngineer""SuperintendingEngineer"and"ChiefEngineer"usedinthecontractandthedocumentsattachedthereto,shallrespectivelybetakentoincludethetermsDeputyDirector""Director"and"DirectorGeneral"ortheholderofthecorrespondingpostsinrelationtothework.

CONTRACTDOCUMENTS

Clause4

Documents mutuallyexplanatory

Exceptifandtotheextentotherwiseprovidedbythecontract,theconditionsofcontractandadditionalconditionsannexedheretoshallprevailoverthoseofanyotherdocumentforming partofthecontract.Subjecttotheforegoing,theseveraldocumentsformingthecontractaretobetakenasmutuallyexplanatoryofoneanother,butincaseofanyerror,omission,ambiguityordiscrepancyisfoundbetweenthesedocuments,thesameshallbereportedtotheEngineer-in-chargewhoshallcorrectsucherrororomissionorexplainandadjusttheambiguityordiscrepancy,asthecasemaybe,andshallthereuponissuetothecontractorinstructionsdirectinginwhatmannerthe workistobe carriedout.Providedalwaysthatifintheopinionoftheengineer-in-chargecompliancewithanysuchinstructionsshallinvolvethecontractorinanyexpenseswhichbyreasonofanysucherror,omission,ambiguityordiscrepancy,thecontractordidnothavereasonstoanticipate,theEngineer-in-chargeshallpaysuchadditionalsumsasheshallcertifytobereasonable tocoversuchexpenses.Providedfurtherthatanyworkdonebythecontractor,whichperpetuatesoraddstoanyerror,omission,ambiguity ordiscrepancy,already discovered andpointedout,shallbeconsideredtohavebeendoneatthecontractor'sownrisk.

Clause5

Custodyof drawings

1) Thedrawingsshallremaininthesolecustodyoftheengineer-in-chargebuttwosetsofthedetailedorworkingdrawingswillbeobtainedbythecontractorfreeofcostfromtheEngineer-in-chargeafteracceptanceofhistender.Thecontractorshallprovideandmakeathisownexpenseanyfurthercopies required by him.Onthe completionofthecontract,thecontractorshallreturntotheEngineer-in-chargealldrawingsprovidedtohimunderthecontract.

Classifieddrawings

2) Ifsoinstructed,thecontractorshallundertakenottodisclosedetailsofclassifieddrawings,otherthantomeninhisemploy,andwillgiveanundertakingtotheEngineer-in-chargethatthesedrawingsarenotreplicatedorpassedontoothersorusedbyanyotheragency/person.

OnecopyofDrawingtobe keptonsite.

3) OnecopyofthedrawingsfurnishedtothecontractorasaforesaidshallbekeptbythecontractoratsiteandthesameshallatallreasonabletimesalsobemadeavailableforinspectionandusedbytheEngineer-in-chargeorbyanyofhissuperiorofficer,orbyanyotherpersonauthorizedbytheEngineer-in-chargeinwriting.

Furtherdrawingsandinstructions

4) TheEngineer-in-chargeshallsupplytothecontractor,fromtimetotimeduringtheprogressoftheworks,such furtherdrawingsandinstructionsasshallbenecessaryforthepurposeof theproperandadequate executionandmaintenanceoftheworks,andthecontractorshallcarryoutandbeboundbythesame.Thecontractorshallgiveadequatenoticeinwriting,totheEngineer-in-chargeofanysuchfurtherdrawingandinstructionsthatcontractormayrequireforexecutionofworksorotherwiseunderthecontract.

GENERALOBLIGATIONS

Clause6:

Contract agreement

Thecontractorshall,whencalled uponsotodoby theEngineer-in-chargeenterintoandexecuteacontractagreement intheformannexed.

Clause7:

Performance guarantee/QualityAssurance Security

Inevery casewhereperformanceguaranteeand/orqualityassurancesecurity has beenprovided,asspecifiedinitem(h)ofMemorandumofWork,contractorshallfurnish/ maintaintheperformanceguaranteeand/orqualityassurancesecurityfortheextendedperiodofcompletionunderClause37oftheAgreement.Allcompensationsorthesumsofmoneypayablebythecontractorunderthetermsofthiscontractmaybedeductedfromorpaidbythesaleofsufficientpartofhisperformanceguaranteeand/orqualityassurancesecurity,andin theeventofhisperformanceguaranteeand/orqualityassurancesecurityreducedbyreasonofanysuchdeductionorsaleasaforesaidthecontractorshallwithintendaysthereaftermakegoodincashorothersecuritiesasaforesaidanysumorsumswhichmayhavebeendeductedfrom,orraisedbysaleofperformancesecurityoranyparthereof.

Theperformanceguaranteeand/orquality assurancesecuritydepositlodgedbyacontractor(incashor/otherform) shallberefunded tohimaftertheexpiryofthreemonthsaftertheissueofthecertificateofcompletionoftheworkunder Clause40hereofbytheEngineer-in-chargeoralongwiththefinalbillifitispreparedafterthatperiodonaccountofsomeunavoidablecircumstances.

Clause8:

Programmeof worktobe furnisheditsorequiredbyEngineer-in-charge

i. Thecontractorshallifsorequiredbytheengineer-in-chargesubmitinwritingtotheEngineer-in-chargewithintheperiodspecifiedbyhimforhisapprovalaProgramme showingtheorderofprocedureandthemethodinwhichheproposestocarryouttheworks.Thetimeandprogresschartshallbepreparedindirectrelationtothetimeperiodstatedinitem(g)ofthememorandumheretoannexedforthecompletionofindividualitemsthereofandtheworksasawhole.Itshallindicatetheforecastofthedateforcommencementandcompletionofvarioustradeprocessesorsectionoftheworks,andshallbeamended as mayberequired by agreementbetween theEngineer-in-charge andthecontractorwithinthelimitationoftimeimposedinthecontractdocuments.

ii. Thecontractorshallalso,wheneverrequiredbytheEngineer-in-charge,furnishforhisinformationfullparticulars in writingoftheorganizationandstaffbywhichheproposestodirectandadministerhisperformanceofthecontractandalsosuchfurtherinformationconcerningthecontractor’sarrangements forthecarryingouttheworkandoftheconstructionalplantsortemporaryworkswhichthecontractorintendstosupply,useorconstruct,as thecasemaybe.

iii. ThesubmissiontoandapprovalbytheEngineer-in-chargeofsuchProgramme,orthefurnishingofsuchparticularsorinformationshallnotrelievethecontractorofanyofhisdutiesor responsibilitiesunderthecontract.

iv. Intheeventofthenon-submissionoftheProgrammeorrevised/amendedprogrammeof ActionwhenProgrammenot submittedintime workbythecontractorforapprovalby theEngineer-in-chargewithintheperiodspecifiedbytheEngineer-in-charge,thecontractorshallbeliabletopayascompensationan

amount,equalto¼%perdayorsuchsmalleramountastheEngineer-in-charge(whosedecisioninwritingshallbefinal)maydecideonthetotaltenderedamountofthework, subject tomaximumof2%ofcontractamount.

Clause9:

Settingout

Thecontractorshallberesponsibleforthetrueandpropersettingoutoftheworksin relationtooriginalpoints,linesandlevelsofreferencegivenby theEngineer-in-chargeinwritingandforthecorrectness(subjectasabovementioned)oftheposition,levels,dimensionsandalignmentsofallpartsoftheworksandfortheprovisionofallnecessaryinstruments,appliancesandlabourinconnectiontherewith.Ifatanytimeduringtheprogressofthework,anyerrorshallappearorariseintheposition,levels,dimensions,oralignmentoranypartoftheworks,thecontractoronbeingrequiredsotodobytheEngineer-in-charge,shallathisownexpense,rectifysucherrortothesatisfactionoftheEngineer-in-charge,unlesssucherrorisbasedonincorrectdata,suppliedinwritingbytheEngineer-in-charge,inwhichcasetheexpensesofrectifyingthesameshallbebornebytheGovernment.Thecheckingofanysettingoutorofanylineorlevelsbytheengineer-in-chargeshallnotinanywayrelievethecontractorofhisresponsibilityforthecorrectnessthereof,andthecontractorshallcarefullyprotectandpreserveallpoints,marks,lineslevels,benchmarks,site-rails,pegs,slopestakes,batten-boards,stakesforlocation,andother thingsusedinsettingouttheworks.

Clause10:

Worktobeexecutedinaccordancewiththespecificationsdrawingsordersetc.

Thecontractorshallexecutethewholeandeverypart oftheworksinthemostsubstantial andworkman-likemanner,andbothasregardsmaterial andotherwise ineveryrespectinstrictaccordancewiththespecifications.Theworkexecutedbythecontractorshallalsoconformtothedesign(s)and/ordrawingsandinstructionsinwritingrelatingtotheworksignedbytheEngineer-in-chargeandlodgedinhisoffice,andtowhichthecontractorshallbeentitledtohaveaccess atsuch office,oronthesite oftheworkforthepurpose ofinspectionduringofficehours.Thecontractorshall,ifsorequired;beentitledathisownexpensestomakeorcausetobemadecopiesofspecifications,andofallsuchdesigns,drawingsandinstructionsasaforesaid.

Clause11:

Actionwherenospecificationsare provided

Inthecaseofanyclassofworkforwhichthereisnosuchspecificationasmentionedis para-2ofthegeneraldirectionsfortheguidanceofthetendererannexedhereto,suchworkshallbecarriedoutinaccordancewiththeprescribedstandardspecifications,andintheeventoftherebeingnosuchspecifications,inaccordancewiththespecificationattachedwiththetender,ifhowever,thereisnostandardspecificationorspecificationsattachedwiththetender,theworkshallbecarriedout,inallrespectsinaccordancewiththeinstructionsandrequirementsoftheEngineer-in-charge

Clause12:

WorkstobeunderdirectionofEngineer-in-charge

Allworkstobeexecutedunderthecontractshallbeexecutedunderthedirectionsandsubjecttotheapprovalinallrespects,oftheEngineer-in-chargewhoshallbeentitledtodirectatwhatpointorpointsandinwhatmannertheyaretobecommencedandfromtimetotimecarriedon.

Clause13:

Lightingatnight work

i. Intheeventofnightworkbeingcarriedon,thecontractorshallprovideandmaintainsuchgoodandsufficientlightsaswillenable theworktoproceedwithsatisfactorilyandwithoutdanger.Similarly,theapproachtothesiteandworkswherethenightworkisbeingcarriedoutshallbeefficientlylighted.Allarrangementsadoptedforsuchlightingshallbetothesatisfactionof theEngineer-in-charge

Watchingandlighting

ii. Thecontractorshallinconnectionwiththeworksprovideandmaintainathisowncostalllights,warninglights,cautionboards,attendants,guardfencingandwatchmen,whenandwherenecessaryorrequiredby theEngineer-in-

iii. Chargefortheprotectionoftheworkforthesafetyandconvenienceofthepublicorothers.

Clause14:

Arrangementstosafeguard dangertounfinishedwork

Thecontractorisexpectedtomakehimselfacquaintedwiththeweatherconditions,etc,andmakehisarrangementsinsuchamannerthatunfinishedworkisnotindangerfromstorms,floods,etc.Aclaimbythecontractorforalosscausedbyanysucheventualitywillnotbeentertainedby theGovernment.

Clause15:

Contractortosupplyplant,ladders,scaffolding,etc.

Thecontractorshallsupplyathisowncostallmaterials(exceptsuchmaterials,ifanyasmayinaccordancewiththecontractbesuppliedfromthedepartmentalstore)constructionalplants,tools,appliances,implements,ladders,cordage,tackles,scaffoldingsandtemporaryworks,requisiteorproperfortheexecutionoftheworks,whetheroriginal,alteredorsubstituted,andwhetherincludedinthespecificationsorotherdocumentsformingpartofthecontractreferredtointheseconditionsornot, orwhichmaybenecessaryfor thepurposeofsatisfyingorcomplyingwiththerequirementsoftheEngineer-in-chargeasany matterastowhichundertheseconditionsheisentitledtobesatisfied,orwhichheisentitledtorequire togetherwithcarriagetherefore,toandfromthework.Thecontractorshallalsosupplywithoutchargetherequisitenumberofpersonswiththemeansandmaterialsnecessaryforthepurposeofsetting outworks,andcounting,weighing,andassistinginmeasurementorexaminationatanytime,andfromtimetotimeoftheworkor materials.Failinghissodoing thesamemaybeprovidedbytheEngineer-in-chargeattheexpenseofthecontractor,andtheexpensesmaybedeductedfromanymoneyduetothecontractorunderthecontract,orfromhissecuritydeposit.Thecontractorshallalsoprovideallnecessaryfencingandlightsrequiredtoprotectthepublicfromaccident,andshallbeboundtobeartheexpensesofdefenseofeverysuitactionorotherproceedingsatlawthatmaybebroughtbyanyperson forinjuriessustainedbyhimowing toneglect intakingtheabovepre cautionsandtopayanydamagesandcostswhichmay beawardedinany such suit,actionor proceedingstoany suchperson,orwhichmaywiththeconsentofthecontractorbepaid tocompromiseany claimby any such person.

Contractorliabletopaydamages arisingfrom non-provisionoflights,fencingetc.

Clause16:

Noticetobegivenbeforetheworkiscoveredup.

Thecontractorshallgivenotlessthanfivedaysnoticeinwritingtothe Engineer-in-chargeorhissubordinates inchargeofthework,beforecoveringuporotherwiseplacingbeyondthereachofmeasurementany workinorderthatthesamemaybemeasured,

andcorrectdimensionsthereofbetakenbeforethesameissocovereduporplacedbeyondthereachofmeasurementandshallnotcoveruporplacebeyondthereachofmeasurementanyworkwithouttheconsentinwritingoftheEngineer-in-chargeorhissubordinateinchargeofthework.Ifanyworkiscovereduporplacedbeyondthereachofmeasurement,withoutsuchnoticehavingbeengivenandconsentobtained,thesameshallbeuncoveredatthecontractor'sexpenses,andnopaymentorallowanceshallbemadeforsuchworkorthematerialswithwhichthesamewasexecuted.

Clause17:

Contractor's employees.

1) Thecontractorshallprovideandemployonthesiteforthepurposeofandin connection withtheexecutionandmaintenanceofthe workunderthecontract:-

(a) Onlysuchengineerandtechnicalassistanceasareskilledandexperiencedintheirrespectivecallings,andsuchsub-agents,foremenandleadinghandsasarecompetentto give propersupervisionofthe work,theyarerequired tosupervise,and

(b) Suchskilled,semi-skilled andunskilled labour asisnecessaryfortheproperandtimelyexecutionandmaintenanceofworksundertheco ntract.

Removalof contractor's employees.

2) (i)TheEngineer-in-chargeshallhave fullpowersatalltimes toobjectto theemploymentandtorequirethecontractortoremoveforthwithfromthesite,theagent, workman,foremanor anyotherpersonemployedbythecontractoror anysub-contractor,whointheopinionoftheEngineer-in-chargemisconductshimselforisincompetentornegligentintheproperperformanceofhisdutiesorwhoseemploymentisotherwiseconsideredbytheEngineer-in-chargetobeundesirable,andthecontractorshallcomplywiththerequest forthwith.

(ii) Nosuchagent,workman,foremanorotheremployeesafter hisremovalfromtheworkbyrequestoftheEngineer-in-chargeshallbere-employedorreinstatedbythecontractorforthepurposesofandinconnectionwith thecontractatanytime,exceptwiththepriorapprovalinwritingoftheEngineer-in-charge.

Clause18:

Wholetimequalified technicalpersonnelforsupervisionofwork

(a) Thecontractorshallemployforeachcontract,wholetimequalifiedtechnicalpersonneltothe satisfactionoftheEngineer-in-chargeforthesupervisionofthe workatthescalegivenbelow:-

Oncontractsvaluing:-

(i) UptoRs.7.5 Million	Onediplomaengineer.
(ii) ExceedingRs.7.5Million	Oneseniorgraduateengineer.
	Onejuniorgraduateengineer.

(b) Ifthecontractorfailstoemploythequalifiedtechnicalpersonneltotheabovescale,theEngineer-in-chargeshall,aftergiving thecontractor15daysnoticetothiseffect,havetheoptiontoemploytomakeupthedeficiencyinthenumberofsuchpersonsattheriskandcostofthecontractor.

Clause19:

Opportunities forothercontractors.

Thecontractorshallinaccordancewiththerequirementsoftheengineer-in-chargeaffordallreasonableopportunitiesforcarryingouttheworkbyanyothercontractor(s)/specialistcontractor(s)executingapartoftheoriginalworkorancillarytothework,employees/workmenofsuchcontractor(s)orthoseoftheGovernment,whomaybeemployedinexecutionof,ornearthesiteofworknotincludedinthecontract.If,however,thecontractorprovidesanymaterialservices/assistanceorfacilitiestoanysuchcontractorortotheGovernmentonthewrittenrequestoftheEngineer-in-charge,heshallbepaidareasonablesumasdeterminedbytheEngineer-in-chargeorpaidaccordingtoprovisioninbidscheduleifalreadymadetherein.

Clause20

Damagetopersonsandproperty

1) Thecontractorshallindemnifyandkeepindemnifiedthegovernmentagainstalllossesandclaimsforinjuriesordamagecausedtoanypersonoranypropertywhatever,(otherthansurfaceorotherdamagetolandorcropsbeingonthesitesufferedbytenantsofoccupants)whichmayariseoutoforinconsequenceoftheconstructionandmaintenanceoftheworksandagainstallclaims,demands,proceedings,damages,costs,chargesandexpenseswhateverinrespectoforinrelationthereto.Providedalwaysthatnothinghereincontainedshallbedeemedtorenderthecontractorliablefor,orinrespectofortoindemnifythegovernmentagainstanycompensationordamagesfororwithrespectto:-

   a) Thepermanentuseoroccupationoflandbytheworksoranyparttthereofor(saveashereinafterprovided)surfaceorotherdamageasaforesaid.
   b) TherightofthegovernmenttoconstructtheworksoranyparttthereofOn,over,under,inorthroughanyland.
   c) Interferencewhethertemporaryorpermanentwithanyrightoflight,air,wayorwater,orotherassessmentofquasieasementwhichistheunavoidableresultoftheconstructionoftheworks inaccordancewiththecontract.
   d) Injuriesordamagetopersonsorpropertyresultingfromanyactorneglectdoneorcommitteddduringthecurrencyofthecontractofthegovernment,itsagents,servantsorothercontractors(notbeingemployedbythecontractor)orfororinrespectofanyclaims,demands,proceedings,damages,costs,charges,andexpensesinrespectthereoforinrelation,thereto.

   Providedfurtherthatfor thepurposesofthisclausetheexpression“thesite”shallbedeemedtobe limitedtotheAreadefineinthespecificationorshownonthedrawingsinwhichlandandcropswillbedisturbed or damagedasaninevitable consequence ofcarryingout theworks.

2) TheGovernmentwillindemnifytheContractorforandagainstallclaims,demands,proceedings,damages,costs,chargesandexpensesinrespectofthemattersreferredtointheprovisotosub-clause(1)ofthisclause.

Indemnity bytheGovernment

Note:-Thelimit ofvariousdepartmentsfortheapplication of thisclauseisasfollows:-

1) Buildings ContractsexceedingRs.5Million.

2) PublicHealthEngineering. ContractsexceedingRs. 5Million.
3) Highways. ContractsexceedingRs.10Million.
4) Irrigation. Theclausewouldnotapply.
5) HousingandPhysicalPlanningContractexceedingRs.5Million.

Theclausemaybeadoptedincontractsofsmalleramountwhereversodirectedby theChiefEngineer.

Clause21:

Worktobeopento inspection

Allworksunderorinthecourseofexecutionorexecutedinpursuanceofthecontract,shallat all time beopentoinspection andsupervision oftheEngineer-in-chargeorhissubordinate,andthecontractorshallatalltimesduringtheusualworkinghour s andatallothertimes forwhichreasonablenoticeoftheintentionoftheEngineer-in-charge,hisseniororhissubordinatetovisittheworksshallhavebeengiventothecontractor ,eitherhimselfbepresenttoreceiveordersandinstructionorhaveanagent,dulyaccredited inwritingpresentforthatpurpose.Ordersgiventothecontractor'sagentshallbeconsidere dtohavethesameforceas iftheyhavebeengiventothecontractorhimself.

Contractororhisr esponsible agenttobe present.

Clause22:

Givingofn oticesandp aymentof fees.

i. Thecontractorshallgiveallnotices,andathisowncostpayallfees,requiredtobegivenorpai dbyanynationalorstatestatute,ordinanceorotherlawsanyregulationorby-lawsofanylocalorotherdulyconstitutedauthorityinrelationtothe executionofthe worksorofanytemporaryworksandbytherulesandregulations ofallpublicbodiesandcompanieswhosepropertyorrights areaffectedor maybeaffectedinanywayby theworksoranytemporaryworks.

Compliance withstatusr egulationse tc.

ii. Thecontractorshall conform inallrespectswiththe provisionsofanysuchfederal,provincialandlocalstatutes,ordinanceorlawas aforesaidand theregulationsorby-lawsofanylocalorotherdulyconstitutedauthority,whichmaybeapplicabletotheworks,ort oanytemporaryworksandwithsuchrulesandregulationsofPublicBodiesandcompanies asaforesaidandshall keeptheGovernmentindemnified againstallpenaltiesandliabilitiesofeverykind forbreachofanysuchstatutes,ordinanceor law,regulationorby-laws.

Paymentofi ncometaxa ndothertax es.

iii. Thecontractorshallberesponsibleforthepaymentofallincometax,supertaxandother Governmentorlocaltaxesarisingoutofthecontract,whichshallnotbereimbursedtohimby theGovernmentandtheratesandpricesstatedinthebidscheduleshallbedeemedtocover allsuchtaxes.

Clause23:

Costofbonds.

Thecostofvarious bondstobeentered intoandexecutedbetweenthecontractorandtheEngineer-in-chargeshallbeinallrespects,attheexpenseofthecontractor.

Clause24:

Changeinthec onstitutionoff irm

Inthecaseoftenderbypartners,anychangeintheconstitutionofthefirm,jointventure,com panyor corporationshallbeforthwithnotifiedby thecontractor totheEngineer-in-chargeforhisinformation.

Clause25:

Photographsandadverti sements.

Photographsoftheworks shallbetakenbypermissionoftheEngineer-in-charge.Onlysignsorotheradvertisementapprovedbytheengineer-in-chargemaybe

displayedatorneartheworks.Photographsoftheworksshallnotbepublishedwithoutprior writtenapprovaloftheGovernment,whichshallnotbeunreasonablywithheld.

ASSIGNMENT ANDSUB-LETTING

Clause26:

Assignment.

Thecontractorshallnotassignthecontractoranyparttherеoforanybenefitorinteresttherei nor thereunderwithoutthepriorwrittenconsentoftheEngineer-in-charge

Clause27:

Subletting.

Thecontractorshallnotsubletthеworksoranyparttherеofexceptwhereotherwiseprovide dbythecontract,withoutthepriorwrittenconsentoftheEngineer-in-chargeandsuchconsent,ifgiven,shallnotrelievethecontractorfromanyliabilityorobligati onunderthecontractandheshallberesponsiblefortheacts,defaultsandnegligenceofany sub-contractor,hisagents,servantsorworkmenasiftheywеretheacts,defaultsorneglectsofth econtractor,hisagents,servantsorworkmen.Providedalwaysthattheprovisionoflabour asapieceworkbasisshallnotbedeemedtobeasublettingunderthisclause.

MATERIALANDWORKMANSHIP

Clause28:

Quantityof materialsand workmanship andtests

1) Allmaterialsandworkmanshipshallbeoftherespectivekindsdescribedinthecontractand inaccordancewiththeinstructionsoftheEngineer-in-chargeandshallbesubjectedfromtimetotimetosuchtestsastheEngineer-in-chargemaydirectattheplaceofmanufactureorfabricationoronthesiteoratalloranyofsuc hplaces.Thecontractorshall providesuchassistance,instruments,machines,labourandmaterialsasarenormallyreq uiredfor examining,measuringandtestinganyworkandthequality,weightorquantityofanymateri alusedandshallsupplysamplesofmaterialsbeforeincorporationintheworksfortesting,a smaybeselectedandrequiredby theEngineer-in-charge.

Costofsamples

2) Allsamplesshallbesuppliedbythecontractorathisowncostifthesupplythereofisclearlyint endedbyorprovidedforinthespecificationsorbillofquantitiesbutifnot thenat thecostoftheGovernment.

Costoftests

3) Thecostofmakinganytestshallbebornebythecontractorifsuchtestisclearlyintendedbyo rprovidedforinthespecificationorbillofquantitiesand(inthecasesonlyofatestunderloado rofatest toascertainwhether thedesignoranyfinishedorpartiallyfinishedworkisappropriateforthepurposeswhichitwa sintendedtofulfill)isparticularizedinthespecificationorbillofquantities insufficientdetailtoenablethecontractortopriceorallowforthesameinhistender.

Costoftestset cnotprovided for

4) Ifanytestisordered bytheEngineer-in-chargewhichineither:-
   a) Notsointended byorprovidedfor;or
   b) (inthecasesabovementioned)isnotsoparticularized;or

c) Throughsointendedorprovidedforisorderedbytheengineer-in-chargetobecarriedoutbyanindependentpersonatany placeother thanthesiteor theplaceofmanufactureorfabricationofthematerials tested.

ThenthecostofsuchtestshallbebornebythecontractorifthetestshowstheworkmanshipormaterialsnottobeinaccordancewiththeprovisionsofthecontractortheinstructionsoftheEngineer-in-chargebutotherwisebytheGovernment.

Clause29:

Constructionalmaterialfittings.etc.toconformtorepresentativesamplesapprovedby Engineer-in-charge

Beforeanyconstructionalmaterial,fittingsisbroughttothe site ofwork,thecontractorshallsubmittotheEngineer-in-chargerepresentativesamplesofthematerialfittings,etc,heproposestouse.Thesamplesafterapproval willberetainedbytheEngineer-in-chargeinhiscustodyandthecontractorshallberesponsibleforensuringthatmaterialsandfittings,etc,conformingtosuchsamplesareusedthroughoutthecontract,failingwhichthematerial,fittings,etc,willnotbeacceptedandshallberemovedforthwithfromthesiteofworkifsodesiredby theEngineer-in-charge.

Clause30:

Storestobesuppliedby Government

Ifthespecification,ortheestimateoftheworkprovidesfortheuseofanyspecialdescriptionofmaterialandequipmenttobesuppliedfromtheEngineer-in-charge'sstoreorifitisrequiredthatthecontractorshallusecertainstorestobeprovidedbytheEngineer-in-charge(suchmaterials,storesandequipmentandthe pricestobechargedthereforeashereinaftermentionedbeingsofaraspracticablefortheconvenienceofthecontractorbutnotsoasinanywaytocontrolthemeaningsoreffectofthiscontractspecifiedintheschedule ofmemorandumheretoannexed),thecontractorshallbesuppliedwithsuchmaterialsandstoresasrequiredfromtimetotimetobeusedbyhimforthepurposeofthecontractonly;andthevalueofthefullquantityofmaterialsandstoressosuppliedattherateasspecifiedinthesaidscheduleormemorandummaybesetoffordeductedfromanysumsdueortobecomedue,to thecontractor,underthecontractor otherwise:oragainst orfromthesecuritydeposit.AllmaterialssuppliedtothecontractorshallremaintheabsolutepropertyoftheGovernment,andshallnot,onanyaccountberemovedfromthesiteofworkswithoutthewrittenpermissionoftheEngineer-in-charge,andshallatalltimesbeopentoinspectionoftheEngineer-in-charge.Anysuchmaterialunusedorinperfectly goodconditionatthetimeofthecompletion orterminationofthecontractshallbreturnedtotheEngineer-in-charge'sstore,ifbyanoticeinwritingunderhishandheshallsorequire;butthecontractorshallnotbeentitledtoreturnanysuchmaterialsunlesswithsuchconsent,andshallhavenoclaimforcompensationonaccountofanysuchmaterialssosuppliedtohim,asaforesaidbeingunusedbyhim,or foranywastageinordamagetoanysuchmaterials.

Clause31:

Actionandcompensationpayableincases ofbadwork

IfitshallappeartotheEngineer-in-chargeortohissubordinateinchargeofthework,thatanyworkhasbeenexecutedwithunsound,imperfect,orunskillfulworkmanshipor thatanymaterialsorarticlesprovidedbyhimfortheexecutionoftheworkareunsound,orofaqualityinferiortothatcontractedfor,orotherwise

notin accordancewiththecontractthecontractorshallondemandinwritingfromtheEngineer-in-chargespecifyingthework,materialsor articlescomplainedofnotwithstandingthatthesamemayhavebeeninadvertentlypassed ,certifiedandpaidfor,forthwith rectify,removeandreconstructthework sospecifiedinwhole orinpart,asthecasemayrequire,orasthecasemaybe,remove thematerialsorarticlessospecifiedandprovidematerialasoriginallycontractedorarticles athisownproperchargeandcost,andintheeventofhisfailingtodosowithinaperiodtobe specified bytheEngineer-in-chargeinhisdemand aforesaid,thentheEngineer-in-chargemayrectifyorremoveandre-executethework,removeandreplacewithothers,thematerialsandarticlescomplainedof, asthecasemaybe,byhisownworkmanorbyothercontractorand recoverfromthecontractortowardsthecostthereofasumequaltothesumactuallyincurred bytheEngineer-in-charge(whosecertificateastotheamountoftheworkshallbefinalandbindingontheparties plusdepartmentalchargesontheamountsoincurredequal toten(10)percentorsuchsmalleramountastheEngineer-in-charge(whosedecisioninwritingshallbefinal)maydecide,anddeductthesamefromanym oneydueorthatbecomesduetothecontractorunderthiscontractoronany accountwhatsoever,duebyGovernmenttothe contractor.MeasuresofrectificationwillbedecidedbytheEngineer-in-chargeandmayincludeadditionalworknecessarytostrengthenorsetrighttheunusualwor kcarriedoutbythecontractor.

LABOUR

Clause32:

Applicationofla bourlawsandrul es.

Thecontractorshallemploylabour,provideall facilitiesandpaywagestohisworkpeopleoremployeesinaccordancewiththelabourlaws orenactmentsrelatingtheretoandrules framedthereunder, inforcefromtimetotime.

Clause33:

Contractorliablef orpaymentof compensationtoin juredworkmanori ncaseofdeathtohis relations.

1) Ineverycaseinwhichbyvirtueoftheprovisionof Section12,subsection(1)oftheworkman's CompensationAct1923Governmentisobligedtopaycompensationtoaworkmanemplo yedbythecontractorinexecutionoftheworkGovernmentwillrecoverfromthecontractorth eamountofthecompensationsopaidandwithoutprejudicetotherightsoftheGovernment undersection12,subsection(2)ofthesaidAct.Governmentshallbeatlibertytorecoversuc hamountoranypartthereof,bydeductingitfromthesecuritydepositorfromanysumdueby Governmenttothecontractor,whetherunderthecontractororotherwise.
2) Governmentshallnotbeboundtocontestanyclaimmadeagainstundersection12,subsec tion(1)ofthesaidAct,exceptonthewrittenrequestofthecontractoranduponhisgivingtothe GovernmentfullsecurityforallcostsforwhichGovernment rightbecomeliableinconsequenceofcontestingsuchclaims.

Clause34:

Useofdonkeysa ndotheranimals .

i. Nocontractorshallusedonkeysorotheranimalswithbreachingofstringorthinrope.Thebr eachingmustbeat least75mmwideandshouldbeoftape(Nawar).

ii. Noanimalsufferingfromsores,lamenessoremaciationorwhichisimmatureshallbeused onthework.

COMMENCEMENT,TIMEANDDELAYS

Clause35:

Commencemento fwork

Thecontractorshallcommencetheworksonthesitewithintheperiodnamedinthememorandum,afterthereceiptbyhimofanorderinwritingtothiseffectfromtheEngineer-in-chargeandshallproceedwiththesamewithduediligenceandwithoutdelay,exceptasmaybeexpresslysanctionedororderedbytheEngineer-in-chargeorbewhollybeyondthecontractor'scontrol.

Clause36:

Timeforc ompletion

Subjecttoanyrequirementsinthespecificationastothe completion ofanyportionoftheworksbeforecompletionofthewhole,thewholeoftheworksshallbecompletedwithinthetimestatedinthememorandumorsuchextendedtimeasmaybeallowedunderclause37hereof.

Clause37:

Extensionofti mefor completion.

Ifbyreasonsoftheamountofextraoradditionalworkofanykindorvariationofform,qualityor quantityoftheworksoranypartthereoforderedbytheEngineer-in-charge,oron the groundofhishavingbeenunavoidable hindered intheexecutionoftheworkoronanyothergroundorotherspecialcircumstancesofanykind whatsoever,oranycausebeyondthereasonablecontrolofthecontractor,theworkisdelayed orimpodedorthecontractorpreventedfromwhetherbytheEngineer-in-chargeorotherwisehowsoever,orhinderedintheexecutionorcompletionoftheworkoranypartthereof,whethersuchdelayorimpedimentor preventionor hindranceoccurs beforeorafterthetimeor extendedtimefixedforcompletionthecontractorshallapplyinwritingtotheEngineer-in-charge withinthirty,daysofthedateofsuchcircumstances,thefullanddetailedparticularsoftheclaimonaccountofwhichhedesiresanextensionasaforesaid.TheEngineer-in-chargeshall,ifinhisopinion(whichshallbefinal)reasonablegroundsshownthereforebythecontractoraresuchasfairlytoentitlethecontractortoanextensionoftimeforthecompletionofthework,authorizehimfromtimetotimeinwriting,eitherprospectivelyorretrospectively,suchextensionoftimeforthecompletionoftheworkoranypartthereof,asmayinhis opinionbenecessaryorproper.

Clause38:

Noworkatnightor onSundays/ PublicHolidays

Subjecttoanyprovisiontothecontrarycontainedinthecontract,noneofthepermanentwork shallsaveas hereinafterprovidedbecarriedonduring thenightor onSundaysor publicholidayswithoutthepermission inwritingoftheEngineer-in-chargesavewhentheworkisunavoidableorabsolutelynecessaryforthesavingoflife or propertyor for thesafety oftheworks inwhichcasethecontractorshallimmediatelyadvisetheEngineer-in-charge.Providedalwaysthattheprovisionsofthisclauseshallnotbeapplicable in thecaseofanyworkwhichit iscustomarytocarryoutbyrotaryordoubleshifts.

Clause39:

Compensation fordelay.

a) Thetimeallowedforcarrying outtheworkasenteredinthetender shallbestrictly observedbythecontractor.Theworksshallthroughoutthestipulatedperiodof

thecontractbeproceededwithallduediligenceinaccordancewiththeprogrammeof work,asapprovedbytheEngineer-in-chargeoranyamendedprogrammeofworkapprovedbytheEngineer-in-chargefromtimetotime(timeandqualitybeingdeemedtobetheessenceofthecontractont hepartofthecontractor)andthecontractorshallpayascompensationanamountequaltoo nepercentoftheamountofcontract,subjecttomaximumof10%orsuchsmalleramountast heEngineer-in-charge(whosedecisioninwritingshallbefinal)maydecide,ontheamountoftheestimated coststatedinitem(b)ofthememorandumofworkannexedheretoforeveryday

b) Thattheworkremainsun-commencedorunfinishedafterthepropердate.

Compensationfori nadequatefunding

c) Ifthetotalfundsrequiredforcompletionofcontractarenotprovidedwithintwoyearsafter thestipulateddateofcompletion,contractormayaskfor finalizationofhiscontract.Allrecoveriesduefromcontractor(mobilization,securedadvan ce,machineryhirecharges,etc.)willbemadebeforefinalizationofcontract.

CERTIFICATEOFCOMPLETION

Clause40:

Certificationof completionofw ork

WithoutprejudicetotherightoftheGovernmentunderanysuchclause(s)hereincontained ,assoonasintheopinionoftheEngineer-in-charge,theworksshallhavebeensubstantiallycompletedandshallhavesatisfactorypas sedanyfinaltestthatmaybeprescribedbythecontract,theEngineer-in-chargewillissuetothecontractoracertificateofcompletioninrespectofthework,andthepe riodofmaintenanceofworkshallcommencefromthedateofsuchcertificate,providedthatt heEngineer-in-chargemaygivesuchacertificatewithrespecttoanyindependentpartoftheworksbeforeth ecompletionofthewholeoftheworks,andwhenanysuchcertificate isgiveninrespectofsuchapartoftheworks,suchpartshallbe consideredascompletedandtheperiodofmaintenanceofsuchpartshallcommencefromt hedateofsuchcertificate.Providedalsothatacertificateofcompletiongiveninaccordance withtheforegoingprovisionsofanypartoftheworks shallnotbedeemed tocertifycompletionof any groundor surfacerequiringreinstatement,unlesssuchcertificateshallexpresslysostate.Providedf urtherthatnosuchcertificateshallbegivennorshalltheworksoranyofitspartsbeconsidere dtobecompleteuntil thecontractorshallhaveremoved fromthepremisesonwhichtheworksor anysuchparts shallbeexecuted,allscaffoldings,surplusmaterialsofallkindsandrubbish,buildingsando therconstructionmaterialsofallkindsandcleanedoffthedirtfromallwoodwork,doors,win dows,walls,floors,orotherpartsofanybuildingorbuildings,orroadworksandroadstructur es,watersupply,sewerageordrainageworks,sanitaryinstallations,gasandelectricfitting s,in,upon,oraboutwhichtheworksaretobeexecuted,orwhichhemayhavehadpossessio nforthepurposeoftheexecutionthereof,noruntil theworksshallhavebeenmeasuredbythe Engineer-in-chargewhosemeasurementsshallbebindingandconclusiveagainstthecontractor.

Ifthecontractorshallfailtocomplywiththerequirementsofthisclauseastotheremovalofsc affoldings,surplus materialofallkindsandrubbishasaforesaidandcleaningsofdirtonorbeforethedatefixedf orthecompletionoftheworks,the

Engineer-in-chargemayattheexpenseof thecontractor,removesuchscaffoldingsorsurplusmaterialsofallkindsandrubbishanddisposeofthesameashethinksfit,andcleanoffsuchdirtasaforesaidandthecontractorshallforthwithpaytheamountofallexpensessoincurred,andshallhavenoclaiminrespectofanysuchscaffoldingsorsurplusmaterialsofallkindsasaforesaid,except foranysumactuallyrealizedbysalethereof.

ALTERATIONS, ADDITIONS ANDCOMMISSIONS

Clause41:

Alternationinspecificationsanddrawings.

TheEngineer-in-chargeshallhavepowertomakeanyalterationin,omissionfrom,addition to,orsubstituted for,theoriginalspecification,drawingdesigns andinstructionsthatmayappeartohimtobe necessaryoradvisableduringtheprogressofthework,andthecontractorshallbeboundto carryouttheworksinaccordancewithanyinstructionswhichmaybegiventohiminwritingsignedbytheEngineer-in-charge,andsuchalternations,omission,additionsorsubstitutionsshallnotinvalidatethecontract,andanyaltered,additionalorsubstitutedworkwhichthecontractormaybedirectedtodoinmannerabovespecifiedaspartofthework,shallbecarriedoutbythecontractorontheseconditionsinallrespectsonwhichheagreedtodothemainwork,andthesamerates asarespecifiedinthetender(bidscheduleforthemainwork).Thetimeforthecompletionof theworkshallbeextendedin theproportion thatthealtered,additionalorsubstitutedwork bearstotheoriginalcontractworkandthecertificateoftheEngineer-in-chargeshallbeconclusiveastosuchproportion.

Alternationsomissionsorsubstitutiondonotinvalidatethecontract.

Extensionoftimeinconsequenceofalterations

And,ifthealtered,additionalorsubstitutedworkincludesanyitemofwork,forwhichnorateis specifiedinthiscontract,thensuchitemsofworkshallbecarriedoutattheitemratesenforcedatthetimeofreceiptoftenderswithreferencetowhichthetenderfortheworkwassubmittedbythecontractor.

Rateofworksnotinscheduleofrates,bidscheduleorintheestimates.

Ifsuchaltered,additionalorsubstituteditem(s)ofworkisnotenteredinthebidschedule,thenthecontractorshallwithinsevendaysofthedateofreceiptoftheorderstocarryouttheworkinformtheEngineer-in-chargeoftheratewhichitishis intensiontochargeforsuchitemsofwork,andiftheEngineer-in-chargedoesnotagreetothisrate,or theapprovaltothis rate(or thenegotiatedrate,ifany),isnotcommunicatedtothecontractorwithinaperiodofthirty(30) daysreckonedfromthedateofreceiptbytheEngineer-in-chargeoftheproposedrate,theEngineer-in-chargeshallbyanoticeinwritingbeatlibertytocancelhisordertocarryoutsuchitemofworkandarrangetocarryitoutinsuchamannerashemayconsideradvisable,providedalwaysthatifthecontractorshallcommenceworkorincuranexpenditureinregardthereto,beforetherateshallhavebeendeterminedaslastlyhereinaftermentioned,heshalldosoathisownriskandcost.

Nodeviationfromspecificationstipulatedinthecontractoradditionalitemsofworkshallbecarriedoutbythecontractorunlesstherateofthesubstituted,alteredoradditionalitemshavebeenapprovedin writingfailingwhichGovernmentwillnotbeboundtoentertainanyclaimonthisaccount.The

interpretationoftheEngineer-in-chargeintheeventofanydisputeduetoanyambiguityinthespecificationornomenclature shallbebindingandfinal.

Clause42:

Nocompensationforalterationinorrestrictionofworkto becarriedout,if variationdoesnotexceed20%

Ifatanytimeafterthecommencementofthework,theEngineer-in-charge shallforanyreason whatsoever,notrequirethe whole thereofasspecifiedinthetender(bidscheduleannexedhereto) tobecarriedout,or increaseordecrease inthequantityofworkincludedin thecontractoromitanysuchwork,orchangethecontractorqualityorkindofanysuchwork,orchangethelevels,lines,positionanddimensionsofanypartoftheworks,orrequirethecontractortoexecuteadditionalworkofanykindnecessaryforthecompletionofthework,theEngineer-in-chargeshallgivenoticeinwritingofthisfacttothecontractor,whoshallhavenoclaimtoanypaymentorcompensationwhatsoeveronaccountofanyprofitoradvantagewhichhemighthavederivedfromtheexecutionoftheworkinfull,butwhichhedidnotderiveinconsequenceofthefullamountoftheworknothavingbeencarriedout;neithershallhehaveanyclaimforcompensationbyreasonsofanyalterationhavingbeenmadeinthe originalspecifications,drawings,designsandinstructionswhichshallinvolveanycurtailmentorincreaseofthework,asoriginallycontemplated;norshallthecontractorbeentitledtoanyadjustmentintheunitrate/priceoramountofthecontract,iftheaggregateeffectofallsuch alterations,additions,omissions,oradjustments(otherthanthosearisingoutbyreasonsofpricevariationunderclause55hereof)oncompletionofthewholeoftheworks,doesnotexceed20percentofthesumnamedinparagraphof1(one)ofthis tender.

Variationexceeding20%

If,oncompletionofthewholeoftheworks,itshallbefoundthatareductionorincreasegreaterthan20percentofthesumnamedinparagraph1ofthetenderresultsfromtheaggregateeffectofallincreases,decreasesomissionsoradjustments(otherthanthosearisingoutbecauseofpricevariationunderclause55hereof),asaresultoftherequirementoftheEngineer-in-charge,theamountofthecontractpriceshallbeadjustedbysuchsum(s)asmaybedeterminedbytheEngineer-in-chargeandthecontractor.Intheeventofdisagreement,theEngineer-in-chargeshallfixsuchsumasshall,inhisopinion,bereasonableandproper,regardbeinghadtoallmaterialsandrelevantfactorsincludingthecontractor’scostandoverheads.

MAINTENANCEANDDEFECTS.

Clause43:

Periodofmaintenance

1) Theperiodofmaintenancementionedinitem(i)ofthememorandumheretoannexedshallbecalculatedfromthedateofcompletionoftheworkscertifiedbytheEngineer-in-chargeinaccordancewithclause40hereoforintheeventofmorethanonecertificatehavingbeenissuedbytheEngineer-in-chargeunder thesaidclause,fromtherespectivedatessocertified,andinrelationtotheperiodofmaintenancetheexpressionthe“work”shallbeconstruedaccordingly.

Executionofworkofrepairetc.

2) Theworksshallatorassoonaspracticableafterexpirationoftheperiodofmaintenancebedelivered to theEngineer-in-chargeinasgoodandperfectcondition(fairwearandtearexcepted)tothesatisfactionoftheEngineer-in-

chargeasthatinwhichtheywereatthecommencementoftheperiodofmaintenance,thecontractorshallexecuteallsuchworksofrepair,amendment,reconstruction,rectificationandmakinggoodofdefects,imperfection,shrinkageotherfaultsasmayberequiredofthecontractorinwritingbytheEngineer-in-chargeduringtheperiodofmaintenanceorwithinfourteendaysafteritsexpirationasaresultofaninspectionmadebyoronbehalfoftheEngineer-in-chargepriortoitsexpiration.

Costofexecutionofworksofrepairetc.

3) Allsuchworksshallbecarriedoutbythecontractorathisownexpense,ifthenecessitythereofshall,intheopinionoftheEngineer-in-charge,beduetouseofmaterialsorworkmanshipnotinaccordancewiththecontractortoneglect orfailureonthepartofthecontractortocomplywithanyobligationexpressedorimpliedonthecontractor'spartunderthecontract.IfintheopinionoftheEngineer-in-chargesuchnecessityshallbeduetoanyothercause,thevalueofsuchworkshallbeascertainedandpaidfor,as ifit wereanadditionalwork.

Remedyofcontractor'sfailuretocarryoutworkrequired

4) Ifthecontractorshallfailtodoanysuch workasaforesaid,requiredbytheEngineer-in-charge,theEngineer-in-chargeshallbeentitledtocarryoutsuchworkbyhisownworkmenorbyothercontractor(s)andifsuchworkisaworkwhichthecontractorshouldhavecarriedoutatthecontractor'sownc ost,shallbeentitledtorecoverfromthecontractor towards thecostthereofasumequalto theactualexpendituresoincurredbytheEngineer-in-charge(whosecertificateastotheamountoftheworkshallbefinalandbindingontheparties)anymaydeductthesamefromanymoneysdueor that maybecomeduetothecontractor.

Clause44:

Contractorliableto makegooddamagesandforanyimperfectionnoticeddduringperiodofmaintenance

Ifthecontractororhisworkpeople,orservantshallbreak,deface,injureordestroyanypartofabuildinginwhichtheymaybeworkingoranybuilding,road,roadwork,roadstructure,watersupply,sewerageanddrainageworks,sanitaryfittingandelectricinstallation,fences,enclosures,waterpipes,cables,drains,electricortelephonepostsoranyworks,trees,grassorgrassland,orcultivatedgroundcontiguoustothepremisesonwhichthework,oranypartofitsisbeingexecuted,orifanydamageshallhappentothework,whileinprogressfromanycausewhatsoeveroranyimperfectionsbecomeapparentinitwithinthespecifiedperiodofmaintenanceinitemNo.(i)ofthememorandumheretoannexedafteracertificate,finalorotherwiseofitscompletionshallhavebeengiven bytheEngineer-in-chargeasaforesaid,thecontractorshallmakethesamegoodathisownexpense,orindefault,theEngineer-in-chargemaycausethesametobemadegoodbyotherworkmen,anddeducttheexpenses(ofwhichthecertificateoftheEngineer-in-chargeshallbefinal)fromanysumsthatmaythen,oratanytimethereaftermaybecomeduetothecontractor,orfromhissecuritydeposit.

ADVANCESTOCONTRACTORS

Clause45:

Securedadvanceonmaterialsbroughttosite.

Shouldthecontractor,whosecontractisforfinishedworkrequireanadvanceonthesecurityofmaterialofimperishablenaturebroughtbyhimtothe site,theEngineer-in-chargeshallassessthevalueofsuchmaterialsandthecontractormaybepaidanadvanceuptoanamountnotexceedingseventyfivepercent(the

decisionofthe Engineer-in-charge astothispercentageshallbefinal) ofthevalueofthematerialsassessedbytheEngineer-in-charge.ThematerialsshallremainthepropertyoftheGovernmentandthecontractorshall notremoveitfrom thesitewithoutthewrittenpermissionoftheEngineer-in-charge.Thecontractorshallberesponsibleforanylosstothematerialsduetothecontractorpostponingtheexecutionoftheworkortotheshortageoformisuseofthematerialsandagainsttheexpensesentailedfortheirproperwatchandsafecustody.

Therecoveryoftheamountofsuchadvanceshallbemadefromthecontractor's billfortheworkdone,as thematerialsareusedinthework.

PAYMENTS

Clause46

Billstobeonprescribedform.

Thecontractorshallsubmitallbillsontheformprescribedbytheengineer-in-chargetobehadonapplicationattheofficeoftheEngineer-in-chargeandthechargesinthebillsshallalways beenteredattheratesspecified in thetender (bidschedule)orinthecaseofanyextraworkorderedinpursuanceoftheconditionsandnotmentionedorprovidedforthetender,attheratehereinafterprovidedforsuchworks.

Clause47:

Billstobeonsubmitted monthly.

Thecontractorshallsubmiteachmonthonorbeforethedatefixedbytheengineer-in-chargeabill,on thebasisofmeasurementscarriedoutbythecontractorthroughhisownstaff,forallworksexecutedinthepreviousmonth,andtheEngineer-in-chargeshalltakeorcausetobetakentherequisitemeasurementsforthepurposeofhaving thesameverifiedandtheclaim,asforas admissibleadjusted, ifpossible,beforetheexpiryoftendaysfrompresentationofthe billsubject totheconditionlaid downinitem(s)ofthememorandumofwork.Ifthecontractordoesnotsubmitthebillwithinthetimefixedasaforesaid,theEngineer-in-chargemaydeputeasubordinatetomeasureuptheworkinthepresenceofthecontractororotherwiseandtheEngineer-in-chargemayprepareabillfromsuchmeasurements,whichshallbebindingonthecontractorinallrespects.

Clause47-A: Paymentof itemswith imbalancerates

Ifacontractorquotes suchdisproportionaterates inhis tenderwhichdeviatefromtheratesprovidedinthetechnicallysanctionedestimate,thepaymentofitemswhoseratesarelowerwillbemadeattenderedrate(s)infullontheexecutionofitems(s)butthepaymentofitemwhoseratesarehighershallbemadeattheratesdepictedintechnicallysanctionedestimate,ontheexecutionofsuchitems,thebalancepaymentshallbewithheldbytheengineerin-chargetillthecompletionoftheworkofitemsforwhichlowrateshave beenquoted.

Clause48:

Deductionofsecuritydeposit.

Atthetimeofmakinganypaymenttothecontractorfortheworkdoneunderthiscontract,the Engineer-in-chargeshallretainfromtheamountsopayabletothecontractor,theamountofsecuritydep

ositatthepercentage
ratespecified in item

(d)ofthememorandumofwork annexed hereto.The earnestmoney ofthecontractoronexecutionofthecontract,willhowever,beadjustedtowardstheamount ofsuchsecuritydeposittoberetainedfromtheamountofhisfirstbilloftheworkdonebyhima ndpayabletothecontractorunderthiscontract.

All compensationsofother sumsofmoney payable bythecontractortotheGovernmentunderthetermsofthiscontractmaybedeductedfromt heamountofhissecuritydepositofthecontractorfromanysumswhichmaybedueormaybe comeduetothecontractorbytheGovernmentonanyaccountwhatsoever,andintheevent ofhissecuritydepositbeingreducedbysuchdeductions,thecontractorshall,withintenday sthereafter,makegoodincashanysumorsumswhichmayhavebeendeductedfromhisse curitydeposit,ormaybemadegoodthroughadditionaldeductions fromhisbillordues.

Clause49:

Conversionofs ecuritydepositi nto profitbearingse curities.

Subjecttoanygeneral orspecialdirectionsgivenbythegovernmenttothecontrary,ifthe contractorsodesiresandmakes awritten requesttotheEngineer-in-chargetotheeffectthattheamountofsecurity depositretainedfromthebillsofthecontractor may beconvertedintotherecognizedformofprofitbearingsecurityatthecostofthecontractor,t heamountofsecuritydepositretainedfrombillsofthecontractorshallbedepositedinanyoft hefollowingbanks:-

1) National Bankof PakistanLtd.
2) HabibBankLtd.
3) UnitedBankLtd.
4) MuslimCommercialBankofPakistanLtd.
5) AlliedBankofPakistanLtd.
6) TheBank ofPunjab.

andpledgedinthenameoftheExecutiveEngineerconcerned,andonthematuritythe amountofsecurityisretrievedbackinthePublicAccountandrefundedtothecontract or inprescribedmanner.

Clause50:

Refundof securitydeposit.

a) Theamountretainedassecuritydepositsshallnotberefundedtothecontractorbeforethee xpiryofsix(6)monthsinthecaseoforiginalworksvaluinguptoRs.5millionandtwelve(12)m onthsorevenmore,asmaybedetermined bytheEngineer-in-chargewiththepriorapprovaloftheChiefEngineer,inthecaseofworks valuingaboveRs.5million,after theissueofthecertificateofcompletionoftheworkunderclause40hereofbytheEngineer-in-chargeprovidethatincasethecontractorisrequiredbytheEngineer-in-chargetorectifyanyimperfection,damage,defectsor otherfaultsin work,etc.duringtheperiodof maintenance,thesecurity depositshallnotberefundedtillthecontractorhas fulfilledhis obligationsunderclause43and44hereoftothesatisfactionoftheEngineer-in-charge.

b) ShouldthecontractorsoapplyinwritingtotheEngineer-in-chargetheamountofsecuritydepositwillberefundedtothecontractorthree(3)monthsafte r theissueofcertificateofcompletionofworkbytheEngineer-in-chargeunderclause40subject totheproductionofbank

c) GuaranteefromascheduledbandinPakistantothesatisfactionofandintheformsuitableto theEngineer-in-charge,forthesameamountcoveringthe

balanceofperiodofmaintenance,totheeffectthatthecontractorshallfulfillhisobligationsunderclause43and44ofthecontract.

d) Subjecttotheconditionsstipulatedinsub-clause(a)ofthisclause,inthecaseofcontractsformaintenanceandrepairworks,thesecuritydepositswouldberefundedtothecontractoraftertheexpiryif three(3)monthsoftheissueofcertificateofcompletionofworkbytheEngineer-in-charge.

Clause51:

Paymentonintermediatecertificatetoberegardedasadvances

Thecontractorshallonsubmittingthebillbeentitledtoreceive amonthly paymentproportionatetothepartthereofthenapprovedandpassedbytheEngineer-in-charge,subjecttotheconditionlaiddowninitem(s)ofthememorandum,whosecertificateofsuchapprovalandpassingofthesumsopayable,shallbefinalandconclusiveagainstthecontractor.Butallsuchintermediatepaymentsshallberegardedaspaymentbywayofadvanceagainstthefinalpaymentonly,andnotaspaymentforworkactuallydoneandcompleteddandshallnotprecludetherequiringofbad,unsound,imperfectorunskillfulworktoberemovedandtakenawayandreconstructed,orre-erectedorbeconsideredasanadmissionoftheddueperformanceofthecontract,oranypartthereofinanyrespect,ortheaccruingofanyclaim:norshallitconclude,determine,oraffectinanywaythepowerofEngineer-in-charge,undertheseconditionsor anyofthemas tothefinalsettlementandadjustmentoftheaccountsorotherwise,orinanyotherwayvaryoraffect thecontract.

Clause52:

Finalbilltobesubmittedwithinonemonth.

Thefinalbillshallbesubmittedbythecontractorwithinonemonthofthedatefixedforcompletionoftheworks,otherwisetheEngineer-in-charge'scertificateofthemeasurementandofthetotalamountspayablefortheworksaccordingly,shallbefinalandbindingonallparties.

Clause53:

Procedureforpayment tofirms.

Thedepartmentmayrefuseorsuspendpaymentonaccountofaworkwhenexecutedbyafirm,orbyacontractdescribedintheirtenderasafirm,unlessreceiptsaresignedbyalltheparties,oroneofthepartnersorsomeotherpersonproducingpowerofattorneyenablinghimtogiveactualreceiptsonbehalfofthefirm.

Clause54:

Sumspayablebywayofcompensationtobeconsideredasreasonablecompensationwithoutreferencetoactualloss.

Allsumspayablebywayofcompensationunderanyoftheseconditions,shallbeconsideredasreasonablecompensationtobeappliedtotheuseofGovernment,withoutreferencetotheactuallossordamagesustained,andwhetherornotanydamageshallhavebeensustained.

VARIATIONINPRICESOFSPECIFIEDMATERIALS

Clause55:

1) Whereanyvariation(increaseordecrease), totheextentof5%or more, inthepriceofanyoftheitemmentionedinsub-clause(2)belowtakesplaceafter the

acceptanceoftenderandbeforethecompletionofcontract,theamountpayableunderthecontractshallbeadjustabletotheextentoftheactualvariationinthecostoftheitemconcerned

2) Nopricevariationundertheclauseshallbeadmissibleexceptinrespectofthefollowingitems:-

i)	Cement	
ii)	Steel	
	a)	M.SBars(PlainandDeformed)
	b)	M.S.Sections.
	c)	HighTensileSteelwire.
	d)	M.SandG.IPipes.
	f)	M.S&G.ISheet
	g)	C.I Specials
iii)	AsbestosCementPipes.	
iv)	P.V.C/uPVCPipes.	
v)	PPRCpipes	
vi)	HDPEPipes	
vii)	R.C.C/P.C.CPipes.	
vii)	Bitumen.	
ix)	HighSpeedDiesel.	
x)	Bricks	
	a)	1st ClassBricks
	b)	Tiles
	c)	Gutka
xi)	StoneAggregates	
	a)	StoneMetalforSubBase.
	b)	StoneMetalforBaseCourse.
	c)	CrushedBajri
xii)	HarrowSand	
xiii)	Tiles(CeramicandPorcelain)	
xiv)	Wood	
xv)	AluminumSections	
xvi)	Paint(interior&exterior)	
xvii)	Labour	

3) Thebasepriceforthepurposesofcalculationofthepricevariationshallbethepricepreva lentinthemonthduringwhichthelastdayofthesubmissionoftenderfalls.

4) Thepricevariationunderthisclauseshallbeworkedoutonthebasisofthepriceoftheitemco ncernedasnotifiedorplacedatwebsitebytheFinanceDepartment,GovernmentofthePun jabfortheparticularmonthandparticularDistrict.

5) Ifnonotificationinrespectofanyoftheitem mentionedinsub-clause(2)isissuedundersub-clause(4)nopricevariationshallbeadmissibleinrespectofthat itemduringthat month.
6) Theamountpayableordeductibleinrespectofitems No.(i)to(x)ofsub-clause (2)shallbecalculatedonthebasisofthequantityoftheitemactuallyconsumedontheworkduringthemonth.
7) Theamountpayableordeductible inrespectofitemNo.(v) ofsubclause(2)shallbecalculatedonthebasisoftheactualquantityofcementandsteelbarsusedinthemanufactureofthepipesduringthemonth.
8) Noescalationshallbeallowedtothecontractorin respectoftheperiodextendedfor thecompletionoftheworkduetohisownfault.
9) If,undertheexistingcodalrules,securedadvanceispaidonalloranyoftheimperishableitemsinsub-clause(2)above,pricevariationshallbeadmissibleonsuchitem(s)inrespectofthequantityorquantitiesforwhichsecuredadvancehasbeenpaidtothecontractor,however,pricevariationwillbepaidafteractualconsumptionofthematerialbutratetocalculatethepricevariationwouldbeperiodwhenmaterialwasbroughtatsite.
10) Theincreaseordecreaseinthecontractpricesubsequenttoanyincreaseordecreaseinthecostofhighspeeddieselshallbecalculatedfromtheincreaseordecreaseinthebasicpriceofhighspeeddieselusingthefollowingformula:Increaseordecrease= xVOWx(CPD-BPD)/BPDincontractprice.
Where:

VOW=thevalueoftheworkforwhichpaymenthasbeencertifiedbytheEngineer-in-charge,executedsubsequenttosuchincreaseordecreaseintheBasicPriceas shallbeobtainedbyapplyingtheapproveunitratesandpricesenteredinthemeasurementbook.

CPD=Currentpriceofhighspeeddiesel,andBPD= Basicpriceofhighspeeddiesel.

Factor =0.15forHighway/Roadworks&
=0.07forBuildingsandR.C.Cstructures&
=0.07forIrrigationWorks

11) Theincreaseordecreaseinthecontractpricesubsequenttoanyincreaseordecreaseinthecostoflabourshallbecalculatedfromtheincreaseordecreaseinthebasicpriceoflabourusingthefollowingformula:
Increaseordecrease=□xVOWx(CLR-BLR)/BLRincontractprice.Where:

VOW=the valueoftheworkforwhichpaymenthasbeencertifiedby theEngineer-in-charge,executedsubsequenttosuchincreaseordecreaseintheBasicPriceasshallbeobtainedbyapplyingtheapproveunitratesandpricesenteredinthemeasurementbook.

CLR=Currentlabourratesforunskilledworker(aspla
ced onwebsiteof FinanceDepartment).
BLR=Basiclabourratesofunskilledworkeronthedateofreceipt of
tenders(asplacedonwebsiteofFinanceDepartment)

Factorβ =0.15bothforbuilding&roadworks&
Factorβ =0.15forIrrigationworks

CLAIMSOFCONTRACTOR

Clause56:

Billstobesubmittedmonthly

Thecontractorshalldeliverintheofficeofthe Engineer-in-chargeonor beforethe10th dayofeverymonthduringthe continuanceoftheworkcoveredbythiscontractareturninsuchformastheEngineer-in-chargemayfromtimetotimeprescribeshowingdetailsofanyrate,amountandworkclaimedasextra,andsuchreturnshallalsocontainthevalueofsuchworkwhichthecontractormay considerhimselftobeentitleduptotheendofthepreviousmonth,whichvalueshallbebasedupontheratesandpricesmentionedinthecontract(bidschedule)ortheratedeterminedpursuanttoclause41hereof.Thecontractorshallincludeinsuchmonthlyreturnsparticulars ofall claimsofwhatsoeverkindandhowsoeverarising,which atthe datethereofhehasormayclaim to have,againsttheEngineer-in-chargeunderorinrespectof,orinanymannerarisingoutoftheexecutionoftheworks,andthecontractorshallbedeemedtohavewaivedallclaimsnotincludedinsuchreturnandwillhavenorighttoenforceanyclaimnotsoincluded,whatsoeverbethecircumstances.

Clause57:

Claimsfor paymentofextraordinary nature.

Noclaimforpaymentofextraordinarynature,suchasclaimofabonusforextralabouremployedincompletionoftheworkbeforetheexpiryofthecontractualperiodattherequestoftheEngineer-in-chargeorclaimforcompensationwheretheworkhasbeentemporarilybroughttoastandstillthroughnofaultofthecontractor,shallbeallowed,unlessandtotheextentthatthesameshallhavebeenexpresslysanctionedbythePunjabGovernment.

Clause58:

Timelimitforunforeseenclaims

Undernocircumstanceswhatsoevershallthecontractorbeentitledtoanycompensationonaccountofthecontractunlessthecontractorshallhavesubmittedclaim inwriting totheEngineer-in-chargewithin onemonthofthecauseofsuchclaimoccurring.

Clause59:

Claimforcompensationfordelayinthe executionofwork.

Nocompensationshallbeallowedforanydelayinexecutionoftheworkonaccountofwaterstandinginborrowpitsorcompartment.Theratesinclusiveforhardorrockysoil,excavation had,subsoilwaterorwaterstandinginborrowpits,andnoclaimforextrarateshallbeentertained,unlessexpresslyverifiedbyEngineer-in-chargeandconfirmedbySuperintendingEngineer.

REMEDIESANDPOWERS

Clause60:

Actionwhenwholeofsecuritydepositisforfeited.

Inanycaseinwhichunderanyclauseorclausesofthecontract,thecontractorshallhaverenderedhimselfliabletopaycompensationamountingtowholeofthesecuritydepositorintheopinionoftheEngineer-in-chargehasabandonedthecontract,orisnotexecutingtheworksinaccordancewiththecontractoris

persistentlyor flagrantlyneglectingtocarryouthisobligationsunderthecontract,orifthecontractoremploysanyemployeeoftheGovernmentindefiancetotheprovisionsofclause32thereof,theEngineer-in-chargeonbehalfoftheGovernment,may,aftergivingfourteendaysnoticeinwritingtothecontractor,rescindthecontract(ofwhichrescissionnoticeinwritingtothecontractorunderthehandoftheEngineer-in-chargeshallbeconclusiveevidenceandinwhichcasethesecuritydepositofthecontractor,shallstandforfeited,andbeabsolutelyatthedisposalof Government(Engineerin-charge).And incasethecontractshallberescindedundertheprovisionsaforesaid):-

i. Thecontractorshallhavenoclaimtocompensationforanylosssustainedbyhimbyreasonsofhishavingpurchasedorprocuredanymaterials,orenteredintoanyengagement,ormadeanyadvancesonaccountoforwithaviewtotheexecutionoftheworksortheperformanceofthecontract.
ii. Thecontractorshallnotbeentitledtorecover,orbepaidanysumforanyworkactuallyperformedunderthiscontract,unlessanduntiltheEngineer-in-chargewillhavecertifiedinwriting.Theperformanceofsuchworkandthevaluepayableinrespectthereof,andheshallonlybeentitledtobepaidthevaluesocertified,afterdeductingtherefromtheamountofaforesaidcompensationandotherchargesdulyascertainedandcertifiedbytheEngineer-in-chargetobepayablebythecontractor.Butifsuchsumpayablebythecontractorforanylosses,compensationoranyotherchargeshallexceedthesumforanywork actually performedunderthecontractandcertifiedbytheEngineer-in-charge,theamountofsuchexcessshallbedeemedadebtduebythecontractortotheGovernmentandshallberecoveredaccordingly.

Clause61:

Workattheriskandexpenseofthecontractor

Ineverycaseinwhichthecontractshouldberescindedunderclause60hereofandintheopinionoftheEngineer-in-chargesuchworkshouldbedoneattheriskandexpenseofthecontractorwithouttherebyavoidingthecontractorrelievingthecontractorfromanyofhis obligation orliabilitiesunderthecontractor affectingtherightsandpowersconferredontheGovernmentor theEngineer-in-chargebythecontract,theEngineer-in-chargeonbehalfoftheGovernment,aftergivingfourteendaysnoticein writingtothecontractor,shallhavepowerstoadoptanyofthefollowingcourses,asmayintheopinionoftheEngineer-in-chargebedesirable:-

a) Tomeasureuptheworkofthecontractorandtotakesuchpartthereof,asshallbeexecutedoutofhishandsandtogiveittoanothercontractortocomplete,inwhichcaseanyexpenseswhichmaybeincurred inexcessofthesumwhichwouldhavebeenpaidtotheoriginalcontractor,hadthewholeoftheworkbeenexecutedbyhim(oftheamountofwhichexcess,thecertificateinwritingoftheEngineer-in-chargeshallbefinalandconclusive)shallbeborneandpaidbytheoriginalcontractor,andmaybedeductedfromanymoney dueto himbytheGovernment,underthecontractorotherwise,orfromhissecuritydepositorfromthevalueoftheperformanceguarantee/qualityassurancesecuritygivenby thecontractorunderclause7hereof.

b) Toemploylabourpaidbythedepartmentandtosupplymaterialsorsupply/arrange tools andplantstocarry outtheworksor any partoftheworks,debitingthecontractorwiththecostofthe labourandthepriceofthematerialsandcostofsupply/arrangement,operation andmaintenanceoftoolsandplantsoftheamountofwhichcostandpriceacertificateoftheEngineer-in-chargeshallbefinalandconclusiveagainstthecontractor,plusdepartmentalcharges onthe amount soincurredequaltoten percentorsuchsmalleramountastheEngineer-in-charge(whosedecisioninwritingshallbefinal)maybedecided,andcreditinghimwiththevalueoftheworkdone,inallrespects,inthesamemannerandatthesametimeandrates,asifithadbeencarriedoutbythecontractorunderthetermsofhiscontract,thecertificateoftheEngineer-in-chargeastothevalueoftheworkdoneshallbefinalandconclusiveagainst thecontractor.

Intheeventofanyoftheabovecoursesmentionedinthisclausebeingadoptedby theEngineer-in-charge,thecontractorshallhavenoclaimtocompensation foranylosssustainedbyhimbyreasonofhishavingpurchasedorprocuredanymaterials,or enteredintoanyengagement,ormadeanyadvancesonaccountof,bewitha viewto,theexecutionoftheworksor theperformanceofthecontract.

Note: Afterhavingapprovalforrescindingthecontractfromcompetentauthority,thedecisionregardingimplementationofclause60and61,separatelyorsimultaneouslyshallbediscretionoftheEngineerIn-charge.

Clause62:

Contractorremainsliabletopaycompensationifactionisnot takenunderclauses.

Inanycase in whichanyofthepowers,conferreduponthEngineer-in-chargebyclause60orbypara(a)ofclause61hereof,shallhavebecomeexercisableandthesameshallnotbeexercised,thenon-exercisethereofshallnotconstituteawaverofanyoftheconditionshereof,andsuchpowersshallnotwithstandingbeexercisableintheeventofanyfuturecaseofdefaultbythecontractorforwhich,byanyclauseorclauseshereofheis declaredliable topaycompensationamountingtothewholeofhis securitydepositand theliabilityofthecontractorforpastandfuturecompensationshallremainunaffected.

Powerto takepossessionorrequireremovaloforsellcontractor'splant,etc.

IntheeventoftheEngineer-in-chargeputtinginforceeitherofthepowervestedinhimunderclause60orpara(a)oftheprecedingclause,hemay,ifhesodesires,takepossessionofalloranytools,constructionalplants,materialsandstores,inoruponthworks,orthesitethereof,orbelongingtothecontractor,orprocuredbyhimandintendedtobeusedfortheexecutionoftheworkoranyparttthereof,payingorallowingforthesameinaccountatthecontractrates,or,incaseofthosenotbeingapplicableatcurrentmarketratestobecertifiedbytheEngineer-in-chargewhosecertificateshall befinal otherwisetheEngineer-in-charge,maybenoticeinwritingtothecontractororhisclerkoftheworks,foremanorotherauthorizedagent,requirehimtoremovesuchtools,constructionplants,materials,or storesfrom thepremises (withinatimetobespecifiedinsuchnotice)andintheeventofthecontractorfailingtocomplywithanysuchrequisition,theEngineer-in-chargemayremovethematthecontractor'sexpenseorsellthembyauctionorprivatesaleonaccountofthecontractorandathisriskinallrespectsandthecertificateoftheEngineer-in-

chargeas
totheexpensesof

anysuchremoval,andtheamountoftheproceedsandexpensesofanysuchsale,shallbefinalandconclusiveagainstthecontractor.

Clause63:

Contractmayberescindedandsecurity deposit forsublettingbribing,orifcontractorbecomesinsolvent

Ifthecontractorshall,indefianceoftheEngineer-in-charge'sinstructionstothecontraryorwithouthiswrittenapproval,assignorsublethiscontractorattemptstodoso;orbecome insolvent,orcommenceanyinsolvencyproceedingsor makeanycompositionwithhiscreditors,orattemptssotodo;orifanybribe,gratuity,gift,loanprerequisite,rewardoradvantage,pecuniaryorotherwise,shalleitherdirectlyorindirectlybegiven,promisedorofferedbythecontractor,orhisservantsoragentstoanywayrelatingtohisoffice,oremployment;orifanysuchofficerorpersonshallbecomeinanywaydirectlyorindirectlyinterestedinthecontract;theEngineer-in-chargemaythereuponbynoticeinwritingrescindthecontract,andthesecuritydepositofthecontractorshallthereuponstandforfeitedandbeabsolutelyatthedisposalof Governmentandthesameconsequenceshallensueasifthecontracthadbeen rescinded underclause 60hereofandinadditiontothecontractorshallnotbeentitledtoreceiveorbepaidforanyworkthereforeactuallyperformedunderthecontract.

Clause64:

Deductionof amountduetoGovernmentonanyaccountwhatsoevertobepermissiblefromanysumspayabletothecontractor

Anyexcess paymentmadetothecontractor inadvertentlyorotherwise,underthiscontractoronanyaccountwhatsoever,andanyothersumfoundtobeduetotheGovernmentbythecontractorinrespectofthiscontract,oranyothercontractorwork order,oron anyaccountwhatsoever,maybe deductedfrom anysumwhatsoeverpayablebyGovernmenttothecontractor,eitherinrespectofthiscontractoranyworkorderorcontract,oronanyotheraccountbyanyotherdepartmentoftheGovernment;orrecoveredfromthecontractorasarrearsoflandrevenue.

SETTLEMENTOFDISPUTES

Clause65:

Procedureindis-agreement.

IntheeventofanydisagreementbetweentheEngineer-in-chargeandthecontractorarisingoutofthecontract,themattershallfirstbereferredtotheSuperintendingEngineerfordecisionwhoshall,aftermakingsuchenquiries,ashemaydeemfit,givehisdecisioninwritingnotlaterthanthreemonthsafterthereferenceismadetohim.Theperiodfordecisionofthecasebythe SuperintendingEngineermay,however,beextendedbytheChiefEngineerunderspecialconditionsaccordingtothecircumstances,justification,availableineachcase.Thecontractorshallforthwithgiveeffecttothedecisionofthe SuperintendingEngineerandshallproceedwithdiligence,whetherarbitrationisintendedornot.

Contractordis-satisfiedwiththedecisionofSuperintendingEngineer

Ifthecontractorbedissatisfiedwiththedecisionofthe SuperintendingEngineerorifhisdecisionisnotforthcomingwithinthestipulatedorextendedperiod/periodsanddesiresarbitrationunderthearbitrationclauseashereinafterprovided,heshallgivenoticeinwritingofsuch intentiontothe Superintending

Engineerwithinaperiodoftwentyeightdaysofthereceiptof theSuperintendingEngineer's decisionorincasenodecisionisgiven,attheendoftheperiodorperiodswithinwhichtheSuperintendingEngineerwastogivehisdecision.Thesaidnoticeshallcontainthecauseofaction,materialfactsofthecaseandreliefsought,failingwhichthedecisionoftheSuperintendingEngineershallbecomefinal,conclusiveandbinding,andthecontractorshallbedeemed tohaveforfeitedordeparted fromtheclaim inexcessofthatallowedbytheSuperintendingEngineer.Thesubsequentinflation/increase intheamountofclaim oncepreferredinthesaidnoticeshallnotbeallowednorshallanyotherclaiminrespectofthesameworkbeentertainedfromthecontractoratanylaterstage.

Increaseinamountofclaimoncepreferrednotallowed

Areferencetoarbitrationshallbemadebythecontractorinwritingnotlaterthanthreemonthsafterthecompletionofthework.Failuretomakesuchareferencewithinthisperiodshallbedeemedtomeanthatthecontractorhaswaivedallclaimsinrespectofalldisputes.

Referenceto arbitration

a) Disputes whichmaybereferredtoarbitrationshall belimitedto:-

i. Anyquestion,difference, orobjection,whatsoeverwhichshall ariseinany way,connectedwithorarisingoutofthecontractor/and
ii. Themeanings of theoperationofanypartofthecontract;or/and
iii. Therights,dutiesandliabilitiesofeither partytothecontract; or/and
iv. Whetherthecontractshouldbeterminatedorhasbeenrightlyterminatedandasregardstherightsandobligationsofthepartiesasaresultofsuchtermination.

Disputesfor arbitrationlimited.

Providedthatthosemattersforwhichprovisionhasbeenmadeinthecontractforfinallandbindingdecision bytheSuperintendingEngineerortheEngineer-in-chargeshallbeexcludedfromarbitration.

b) "ThevenueofarbitrationshallbeinPunjab."

c) Intheeventofanydisputearisinginaccordancewiththelimitationsprovidedinsub-clause(a)ofthisclause,thesameshallbereferredtothedecisionsofasolearbitratortobeappointedbytheChiefEngineer,inchargeoftheregion,fromamongtheofficersofthedepartmentnotbelowtherankofSuperintendingEngineer,andotherthantheSuperintendingEngineerinchargeofthework.Incasetheclaimpreferredisforanamountuptohalfamillionrupees,thedecisionofthesolearbitrator insuchcaseshallbefinalandbindingonthepartiesconcerned.

Arbitration

d) Incasetheamountoftheclaimpreferredisoverhalfamillionrupees,thedisputeshallbereferredtotheawardoftwoarbitrators,tobeappointedfromtheSuperintendingEngineersofthedepartment,otherthantheSuperintendingEngineerinchargeofthework,onetobenominatedbytheChiefEngineeroftheregionconcernedandtheotherbythecontractor.Inthecaseofthesaidtwoarbitratorsnotagreeing,thecaseshallbereferredtotheawardofanumpirewhoshallbeanofficerofthedepartmentnotbelowtherankofChiefEngineertobe

appointedbytheGovernmentintheadministrative department.Thedecisionofthetwoarbitrators/umpire,asthecasemaybeshallbefinalandbindingonthepartiesconcerned.Wherethematterinvolvesclaimforthepaymentofrecoveryordeductionofmoneyonly,theamount,ifany,awardedinthearbitrationshallberecoverableinrespectofthemattersoreferred.

SCHEDULESHOWING(APPROXIMATELY)MATERIALSTOBESUPPLIEDFROMTHEDEPARTMENTALSTOREFORWORKSCONTRACTEDTOBEEXECUTEDANDTHERATESATWHICHTHEYARETOBECHARGEDFOR

(Seeclause30)

Particulars	**Rates at which the materialwillbechargedtothecontractor**		**Placeof delivery**
	Unit	**Rate**	

Note: ThepersonorfirmsubmittingthetendershouldseethattheratesintheaboveschedulearefilledupbytheexecutiveEngineerbeforetheissueoftheformpriortothesubmissionofthetender.

SCHEDULESHOWINGEQUIPMENTTOBESUPPLIEDBYTHEGOVERNMENTATTHEREQUEST OF THECONTRACTOR

(SEECLAUSE30)

TheEquipmentand/orconstructionalplantlistedinthefollowingtableareavailablewiththeemployerandcanprovidetothecontractorathisrequest,attherentalratesandplacessetouttherein.

(SEECLAUSE30)

Rentalsshouldbeexclusiveof depreciationofdonorfinancedequipment.

SCHEDULE SHOWING THE NAMES OF MANUFACTURERS OR SUPPLIERS WHOSE PRICES FOR THE SPECIFIED MATERIALS AT THE PLACES SHOWN AGAINST EACH ARE TO FORM BASIS OF PAYMENT OF PRICE VARIATION.

"(See Clause 55)"

Name of Item	Name of Manufacturer or Supplier	Price at Places which are to form basis of Price Variation
1	2	3
(i) Cement	Javadan Cement Karachi (Ex-factory) w.e.f 6.4.2005	As per rate of Cement placed at Website by the Finance Department, Govt. of the Punjab.
(ii) Steel (a) M.S Bars (Plain & deformed)	Pakistan Steel Mills Karachi w.e.f 6.4.2005	As per rate of M.S Bars (Plain & deformed) placed at Website by the Finance Department, Govt. of the Punjab.
(b) M.S sections	Pakistan Steel Mills Karachi w.e.f 6.4.2005	As per rate of M.S sections placed at Website by the Finance Department, Govt. of the Punjab.
(c) High Tensile Steel wire	Metropolitan Steel Corporation Ltd. Karachi w.e.f 6.4.2005	As per rate of High Tensile Steel wire placed at Website by the Finance Department, Govt. of the Punjab.
(d) M.S & G.I pipe	(i) M/S Karachi Pipe Mills Ltd. Karachi (ii) M/S Poineer Steel Mills Muridke, Distt. Sheikhupurs w.e.f 6.4.2005	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(iii) Asbestos Cement pipes	M/S Dadax Eternit Ltd. Karachi w.e f. 6.4.2005	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(iv) P.V.C. Pipes	Pakistan PVC Ltd. Karachi w.e.f 6.4.2005	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(v) Cement and Steel Bars For R.C.C pipes	As per item (i) & (ii) above	As per item (i) & (ii) above
(vi) Bitumen	i) National Refinery Ltd Karachi w.e.f 6.4.2005 ii) Pak Arab Refinery Ltd (Parco) District Muzaffargarh w.e.f 27.03.2015	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(vii) High Speed Diesel	w.e.f 6.4.2005	To be ascertained by Advisory Committee notified by Govt.

GOVERNMENTOFTHEPUNJAB

_____Department.

CONTRACTAGREEMENT

(SeeClause6)

Thisagreement madethis_____dayof_year_____ _____BETWEENTHEGOVERNOROFTHEPUNJAB(herein aftercalledtheGovernment) asrepresentedby theExecutiveEngineer_____ _____Division_____Ontheonepartand _____(hereinaftercalledthecontractor)ontheotherpart.WHE REAStendershavebeenreceivedbytheGovernmentfortheconstruction,completionandmaintenanc eof_____ (Nameofwork)a swellaspossiblenewandancillaryworksassociatedtherewithwhichhavetobeexecutedinaccordancewit hthecontractdocument,andthetenderbythecontractorfortheconstruction,completionandmaintenance ofsuchworkshas beenacceptedbytheGovernment.

NOW,THEREFORE,forandinconsiderationofthepromises,covenantsandagreementhereinaftercontai nedandtobeperformedbythepartieshereto,thesaidpartiesherebycovenantandagreeas follows:-

i. Inconsiderationofthecovenantsandagreementstobekeptandperformedbythecontractora ndfor thefaithfulperformanceofthecontractandthe

ii. completionandmaintenanceofworksembraced therein,according to thespecifications,drawingsandconditionshereincontainedandreferredtotheGovernments hallpayandthecontractorshallreceiveandaccept asfullcompensationforeverythingfurnishedanddonebythecontractorunderthisagreement andthetenderpricestipulatedinthecontractor'stenderatthetimesandinthemannerprescribe dby thecontract.

iii. Thesaidworkshallbestartedwithintheperiodspecified initemNo.(f)ofthememorandumofwork,followingthe,receipt ofwritten orderof theExecutiveEngineer _____Division _____toproceedwithandthecontractorshallcompletefullytheworkswithin thestipulatedperiodreckonedfromthecommencementofwork,subjecttosuchextensionsofti me(s)asmaybegrantedundertheconditionsofcontractexceptformaintenancewhichshallbe completedwithintheperiodnamedinitem(g)ofthememorandumheretoannexedafterissuan ceofthefinalcertificateofcompletion.

iv. Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthisagre ement:-

a) Thesaidtenderandcoveringletterandsubsequentundertaking,if any,
b) The drawings,
c) Theconditionsof contractandadditional conditions,if any,
d) The specifications;
e) Thebidschedule;

f) AddendumNo.1 to
(Whichhavebeenincorporatedinthetender)

g) Scheduleofmaterialstobesuppliedfromthedepartmental store;

h) Thescaleofratesandprices;

i) Theletterof acceptance;and

j) Theperformancesecurity.

v. Alldisputesordifferences betweenthepartiesinconnectionwithorarisingoutofthisagreementshallbesettledinaccordance withtheprovisionsofrelevantclauseoftheconditionsofcontract.

INWITNESSWHEREOF,thepartieshavehereuntosettheir respective handsandsealsthedayandtheyearhereinbeforeset forth.

Signedby_____ Signedby
_____(contractor)

Principal
Daanish School Boys Chishtian

_____

WITNESSES

1._____

2._____

BANKGUARANTEE.

(SeeClause7)

Penalsumofbond_____
(expressinwordsandfigures)

KNOWALLMENBYTHESEPRESENTSTHATMr./MESSERS_____
(Nameofcontractor)

Whoseofficialaddress is_____

Asprincipal(s)(hereinafterreferredtoasprincipal)andtheBankofPunjaborscheduledBank(s)ofPakistan(hereinafterappearinginthescheduleofsureties,assureties(hereinaftersometimecalledthesuretyatherequestoftheprincipalareheldandfirmlybondtotheGovernmentof thePunjabactingthroughtheExecutiveEngineer_____
Division
_____orhissuccessororassigns)abodyorganizedandexistingunderandby virtueoflaws oftheGovernmentofthePunjab, inthepenalsumoftheamountstatedabovelawfulmoneyforthepaymentofwhichsumwellandtruly madewebindourselvesourheirs,executors,administratorsandsuccessors,jointlyandseverally,firmlybythesepresents.

PROVIDEDTHATWe,thesureties,boundourselvesinsuchsumjointlyandseverally,as wellas,severallyonlyforthepurpose ofallowingajointactionsagainstany orall ofusandforallotherpurposes,eachsuretybonditself,jointlyandseverallywiththeprincipalfor thepaymentofsuchsumonlyasset forthoppositeitsnameinthefollowingschedule:-

SCHEDULEOFSURETIES

Nameofbank,branchand address limitofliability

_____ _____

_____ _____

_____ _____

Theconditions of theaboveobligationsissuchthat:

WHEREAS,thetenderoftheaboveboundenprincipalhasbeenacceptedandhehasenteredintoacontr actwiththeExecutiveEngineer_____Division_____for thework

_____

_____onthe

_____(Nameofwork)

dayof_____200_____

ANDWHEREAS,underthetermsofthecontractGovernmenthasrequiredtheprincipaltofurnishaperforman ceguaranteetoformapartofthecontract.

NOWTHEREFORE,itisagreedasfollows:-

1) Iftheaboveboundenprincipalshallwelltrulyandfaithfullyperformthecontractandcomplywith andfulfillalltheundertakings,termsandprovisionsthereof,andsatisfyalltheobligationsofthes aidprincipalarising thereunder,andcomplywithallcovenantsthereincontainedandcontained inthespecifications,planandotherinstrumentsconstitutingapartofthecontract,requiredtobe performedbythesaidprincipal,inthemannerandwithinthetimeprovidedinthecontractoranye xtensionthereofthat maybegrantedby theGovernmentwithorwithoutnoticetothesurety(s)andshallfullyindemnifyandtheGovernm ent,forallcostsanddamageswhichtheGovernmentmaysufferbyreasonoffailuresotodo,and shallfullyreimburseandrepaythesaidExecutiveEngineer__Division_____allout- layandexpenseswhichmayincurinmakinggoodanysuchdefaultandreasonablecounselfeei ncurredintheprosecutionofdefenseofanyactionarisingoutoforinconnection withanysuch default,andshallpayallpersonswhohavecontractsdirectlywiththeprincipalforlabourandmat erials;ifany,inconnectionwiththeworkperformedunderthecontractoranyaddition inoralternation thereto,orifthecontracthasnototherwisebeenrescindedbytheGovernmentundertheprovisi onsofclause60ifgeneralconditionsofcontract,thenthisobligationshallbenullandvoidandofn oeffect,otherwisetoremaininfullforceandeffectandvirtue.
2) Thesaidsurety,for valuereceived,herebystipulateandagreethatnochangeinorinrespectofanymatterorthingco ncerningthesaidcontractonthepartoftheGovernmentortheEngineer-in- charge,extensionintime,alterationinoradditiontothetermsofthecontractbetweentheGover nmentandthecontractorortotheextentandnatureoftheworkbeconstrued,completedandmai ntainedthereunder,orthespecificationsaccompanyingthesameshallinanywayaffectitsobli gationstothisguaranteeanditdoes herebywaivenoticeofanychangeextensionintime,alterationoradditiontothetermsofthecont ractortothespecifications.
3) Theliabilityofthesuretyisirrevocableandshallinnocaseexceedtheaggregateamountstated onthetopofthis guaranteewhicheachsuretybindsitselfandpromise

topaythewholeoranypartofthisamountondemandtotheExecutiveEngineer _____Division_____

Withoutquestion andwithoutreferenceto the principal.Providedthatthe notice ofdemandshallbegivenby theaforesaidExecutiveEngineer, inwritingtothesurety.

INWITNESSWHEREOF,theabovenamedprincipalandthesuretyhaveexecutedthisinstrumen tunderitssealonthis_____dayof20_____
Thenameandcorporatesealofthesuretybeingheretoaffixedandthesepresentsdulysignedbyits undersignedrepresentativespursuanttotheauthorityofitsGovernmentbody.

_____
Principal(Contractor)

Address_____

_____

Sureties1_____BankofPakistanLtd.OrBankofPunjab
_____Branch.

Seale

ADDITIONALCONDITIONS

Thefollowingconditionsshallapplyinaddition tothe General Conditionsspecifiedincontractfromforexecutionofworksforming partofthe Tenderdocuments.

1) Theworkshallbecarriedoutstrictly inaccordancewiththeGovernmentofthePunjabHighwayDepartmentstandard specificationsforRoad and BridgesConstruction(LatestEdition)asamendedupto datewhichformanintegral partofthe contract exceptwhere otherwisespecified.

2) In case of firm/companythe powerofAttorneymustaccompanythe tender.

3) TheContractorshall,beforecommencementofanyworksetoutaccuratelythepositionasshownonthe layoutplansandotherdrawings.Heshallwhereverdirectedestablishedpermanentbenchmarksathisowncostadjacenttot hework.Afterthecontractorhavingset-outthework,thepagesandothermarksshallbecheckedbytheSubDivisionalOfficerpersonallywhoshallthencertifyinwriti ng that theworkis correctlysetoutand thatconstructionmaycommenceanyworkdoneincontraventiontothisshallentirelybetheresponsibilityoftheContractora ndmaybe dismantledifrequired bythe Engineeratthe cost oftheContractor.

4) TheContractorshallarrangeathisowncostborrowareasforobtainingsuitablefillmaterialfortheembankmentandsubg radeasapprovedbytheEngineer.Theborrowareasshallbelocatedwithintheir HighwayLand aswell aswell aswithinthirtymetersofthetoeofthe embankment.

5) Arrangementoftherequisiteplantandmachinery,compactionandgradationcontrolequipment,levelinginstruments,t emplatesandstraightedgesetc,shall bethe soleresponsibility oftheContractor.

However,anyplantandmachinery,ifavailablewiththeDepartment,maybegiventothecontractoronhireattherate tobefixed bythe Engineer. The Contractorshallbe responsibleforcarriageofsuch machineryfromtheplaceofavailabilityandreturnitwheredirectedwithinthejurisdictionofHighwaySubDivisionconcerned. Thehire chargesshallbe recoveredfrom the datethe machineryisphysicallyhanded overtothe contractoruptothedateitisphysicallyreturned.Thehirechargesshallberecoveredirrespectiveofthefactthatthemachiner yremainedidleinthe custodyofthe Contractorduetoanyreasons.

Thecontractorshallberesponsibleforitssafecustody,propermaintenanceandtimelyservicingandroutingrepaircostingn otmorethatRs.500/-
anyonetimetokeepthemachineryingoodworkingconditionduringtheperiodthemachineryremainedwithhim.TheOil/Lub ricantsshallbechecked/changedunderthedirectsupervisionoftheSubDivisionOfficersIncharge.Therecoveryofrentalc hargesofmachinerywillbeinaccordancewithratesnotifiedbyGovernmentofthePunjab,FinanceDepartmentonwebsitefo rtherelevantquarter.

6) TheContractorshallprovidehisownTarBoilersandWaterLorriesinrequisitenumberasdeterminedbytheEngineer.Th eContractorshallnotbeallowedtocommencetheworkwithoutadequatearrangementsofwaterandsufficient numberofwaterLorrieswhichshallequippedwithpropersprinkling arrangements.

7) Thecontractorshallnotbeallowedtousetheinspectionroadmadeandmaintainedbythedepartment.Heshallhaveto makeand maintainhisown haulroad.

8) Thecontractorshallprotecthisworkfromdamagebytrafficofotherwiseandnomaterialshallbestackedwithintheformati onlimits.

9) TheContractorshallprovideandmaintainafieldcontrollaboratoryatsiteofworkwithnecessaryaccommodationandreq uisitesetsofequipmentandtrainedpersonneltocarryoutthefollowingdaytodaytests:-

i) Gradation controltestsforaggregatematerialsforsub base,base andsurfacing.

ii) Compaction controltestforsubgradesub base andbase course.

iii) Test fortemperature control forheating the bitumenand rateofspread ofbitumen andaggregate.

Thecontractorshallmaketheaboveequipmentavailabletotheengineer'srepresentativefreeofcost,foranytestingwhichh emaydirecttobecarriedoutforverificationoftheresultscarriedoutbytheContractororotherwise.

10) TheContractorshallcarryoutthefollowingminimumnumberoffinalteststoensurethattheworkcarriedoutbyhimconfor mstotheprescribedspecification.Thetestresultsshallberecordedintheprescribedformsandshall beproduced on demandtotheEngineerorhisrepresentative.

(a) Forgradation controlofaggregate,atleastone sievetestforevery2000-Ctt (Two Thousand cubicfeet).

(b) Fordeterminationoffieldcompactionasperspecifiedcompactionofthesubgrade,subbaseandbase,aminimumofone testforevery100linearfeetofaroadshallbecarriedout.Thelocationofthetestsshallbescatteredalloverthewidth,notaccord ingtoanysetpattern,soastogettruerepresentationofthedegreeofcompaction achieved.These testsshallbe repeatedforeachlayercompacted.

(c) LaboratorydensitiesatleastonceforeachAASIITOsoilgrouporsubgroupandatleastoneforeachonethousandlinearf eetofembankment.Similarlyforsubbaseandbasecoursematerialsatleastthreeinitial Laboratorydensitiesshallbe determinedfor eachsourceofaggregate.

(d) Forquantityofbitumenandaggregate inbituminoussurfacingaminimumofonetestshallbecarriedoutona day'sjob and temperatureofbitumen shallbe observed everyhourof thework.

11) Alljungleclearancebeforethecommencementofworkwillbetheresponsibilityofthe Contractorandnopaymentwillbe madeonthisaccount.Thetreeshallhowever,begotremovedbytheDepartmentitselfortheContractorpaidforthesame.

12) Serviceroadshallbemade/maintainedbytheContractorathisowncostwithoutanyextrapaymentfromthe Department.

13) Thebitumenforuseintheroadworkshallbeobtainedbythecontractorsfrom**NATIONALREFINERYLTD,KARACHI,**a nddocumentaryevidenceinsupportthere-ofshallbeproducedtoExecutiveEngineerforhisreference and record.

14) Workwillbeexecutedstrictlyaccording to thescopeandprovisionsoftechnicallysanctionedestimate. Itemofworkexecutedinviolationofprovisionofthesanctionedestimate inrespectoflocation,scope,specification,quantityand ratewouldnotbe entered norpaid bythe fieldformation.

15) Clause37,41&60ofthetendercontractdocumentsshallbeoperatedbytheEngineerInchargeafterobtaining priorapprovalfromthecompetentauthorityasperDelegationofFinancialPowerRules2006.

16) Thesecuredadvanceintermsclause45oftheagreementshallbepaidonlyfortheimperishable materialsbroughtatsiteandwhichthecontractorintendstoconsumewillbeinreasonabletimeandberecoveredonitsactual consumption or three monthswhicheverisearlier.

Principal
Daanish School Boys
Chishtian