DAANISH SCHOOL (BOYS) MAILSI - VEHARI

TENDER NOTICE

Through e_Pak Acquisition and Disposal System (EPADS)

1. Daanish School (Boys) Mailsi – Vehari invites sealed bids (Single stage one envelope open biding as per PPRA rule) through (EPADS) https://eprocure.gov.pk for the following work from the contractors/firms/companies/suppliers enlisted / renewed with Pakistan Engineering Council (PEC) in relevant category and code for the year 2024-25, along with Punjab Board of Revenue Authority (PRA) registration:

Sr. No.	Name of Works	Location	Estimated Price (PKR in Million)	Earnest money in (PKR)	Completion time
1.	**Package No. 1 (Boys Campus)** **Provision of Sports Ground i/c Sweet Soil and Supply of Grass at Daanish School (Boys) Mailsi**	Boys Campus Tibba Sultan Pur	5.943	2% 118,860	2 Months

2. Tender documents of above-mentioned tender are also available on PDS & CE Authority website https://daanishschools.punjab.gov.pk/tenders and on PPRA website (https://eproc.punjab.gov.pk/ActiveTenders.aspx) however submission only be accepted through EPADS. **The complete tendering process shall be carried out through EPADS.**

3. Interested bidders are requested to register themselves on the EPADS https://eprocure.gov.pk and submit their tender documents on EPADS. For registration and guidance/training on EPADS, the bidder(s) may contact EPADS at UAN: 051 -111- 137-237.

4. Bid security for the Bid which is mentioned in the bidding documents in the shape of CDR, drawn in favor of "**Daanish School (Boys) Mailsi Security Account"** and Scanned copy of which is required to be uploaded through EPADS. Tenders without bid security shall not be accepted. Daanish School (Boys) Mailsi reserves the right to accept or reject any bid or cancel the procurement process at any time as prescribed under PPRA Rules.

5. The bids in prescribed format should be uploaded on aforementioned website by or before 12:30 PM on 26.12.2024 (Thursday) and will be opened at 01:00 PM on the same date".

PRINCIPAL
DAANISH SCHOOL (BOYS) TIBBA SULTAN PUR, TEHSIL MAILSI
DISTRICT VEHARI (Ph # 067-3368705)

Ref: GM(E)/06/24/661

28 Jun 2024

To:

PRINCIPAL,
Daanish School (Boys)
Mailsi District Vehari.

Subject: - **PROVISION OF SPORTS GROUNDS I/C SWEET SOIL AND SUPPLY OF GRASS AT DAANISH SCHOOL (BOYS & GIRLS) MAILSI DISTRICT VEHARI.**

Please find enclosed herewith Bill of Quantities (BOQ) for the following work and proceed as per latest PPRA directions for e-tendering:

Package – 1 (Boys Campus) **Rs. 5,942,803/-**
Provision of Sports Ground i/c Sweet Soil and Supply of Grass at Daanish School (Boys) Mailsi District Vehari.

Syed Riaz Hussain
General Manager (Engg)

cc:
1. MD/CEO, PDS-CEA, Lahore.
2. Deputy Manager (Engg), PDS-CEA, Lahore.
3. Project Coordinator (Engg), PDS-CEA, Lahore.
4. Office copy.

PROVISION OF SPORTS GROUND I/C SWEET SOIL AND SUPPLY OF GRASS AT DANISH SCHOOL (BOYS CAMPUS) MAILSI DISTRICT VEHARI

BILL OF QUANTITIES

S#	Description	Unit	Qty	Rate		Amount Rupees
				Rupees in fuger	Rupees in words	
	Civil Work					
1	Transportation of earth all types lead up to (600m) (Earth taken from girls campus)	%0cft	357,666	5258	Rupee Five thousand two hundred fifty eight only	1880607
2	Dressing and levelling of earhtwork to designed section, etc complete soft soil.(plus lead 121(m))	%0cft	357,666	566.70	Rupee Five hundred sixty six and paisa seventy only	202689
3	Filling, watering and ramming sweet earth excavated from outside lead up to 3.5 (km)	p.cft	115,151	12	Rupee Twelve only	1381811
4	Dressing and levelling of earhtwork to designed section, etc complete soft soil.(Qty asper item No 3)	%0cft	115,151	877.55	Rupee eight hundred seventy seven and paisa fifty five only	101051
5	Supply of Dhaka Grass including purchesing ,Tranportation & reached at the site only	psft	348,942	6.00	Rupee Six Only	2093654
	G TOTAL					5659812
	5% PRA TEX					282991
	NET TOTAL					**5942803**

Note (i) B.O.Q is based on rates for 1st Bi-annual 2024 i.e. from January 1st, 2024 to june 30, 2024.

(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. january 1st 2024 to june 30,2024 District Vehari shall be followed

Sub-Engineer
PDS-CEA Lahore

Quantity Surveyor
PDS-CEA Lahore

Consultant
PD S-CEA Lahore

Deputy Manager Engg.
PDS-CEA Lahore

General Manager Engg.
PDS-CEA Lahore

ORIGINAL REVISED CONTRACT AGREEMENT FOR EXECUTION OF WORK (AMENDED)

STEREO I.B.No 388 (revised) **Agreement No _____**

STEREO I.B.No 389 (revised)
STEREO B & R No 28 (revised)
STEREO B & R No 29 (revised)

GOVERNMENT OF THE PUNJAB

_____ DEPARTMENT

_____CIRCLE

_____DIVISION

_____SUB-DIVISION

PERCENTAGE/ITEM RATE TENDER AND CONTRACT FOR WORK

1. **Name of Work _____**

   _____

   _____

2. **Estimated cost of Rs._____**
   (both in figure and words)
   _____

3. **Time for completion _____**

4. **Amount of earnest money Rs._____**
   (in words)
   Rupees _____
   (in figure)

5. **Issued to _____**
   (name of the contractor)

6. **On payment of Rs. _____**
   (both in figure and words)

Signature._____
(Official Issuing the form)
Date_____

Office Stamp_____

Note: ***The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issuing official and which is not submitted by the same contractor to whom the tender form was issued.***
(This page is to be filled in by the issuing official)

Contractor **Witness** **Witness** **Ex:Engg./Distt: Officer/ TMA**

INDEX

S. No.	PARTICULARS	Page No.
	GENERAL DIRECTION FOR TENDERS	
1.	Preparation and submission of tender	2
2.	Purchase of contract document	2
3.	Cost of preparation and submission of tender	2
4.	Tender to include only one work	2
5.	Schedule of material and equipment to be supplied by government	2
6.	Responsibility for quality and specifications	2
7.	Inspection of site	2
8.	Rate in the big schedule	2
9.	Amount of tender	3
10.	Addition and alternation in the dib schedule	3
11.	Unattested corrections	3
12.	Addition clauses	3
13.	Quantities In bid schedule be compering tender	4
14.	Earnest money	4
15.	Forfeiture of earnest money	4
16.	Signing of tender	4
17.	Sufficiency of tender	5
18.	Modification and withdrawal of tender/validity period of tender	5
19.	Tender to be in sealed cover	5
20.	Tendered to give his address	5
21.	Presentation of tender Implies acceptance of conditions	5
22.	Late tender	5
23.	Opening of tender	5
24.	Evaluation and comparison of tender	6
25.	Process to be confidential	6
26.	Clarification of bids and after opening tender	6
27.	Rejection of tender	6
28.	Tender amount includes all taxes duties and obligation	6
29.	Notification of award	6
30.	Singing of contact agreement	6
31.	Notification of successful and un-successful tenders	7
32.	Reckoning of completion period	7
33.	Contractor may obtain a copy of contract agreement at his cost	7
	TENDER FOR WORK	
1.	Tender	8-9
2.	Memorandum of work	10
3.	Bid Schedule	11-12
	TENDER FOR WORK	
Claus. No.		
1.	Definitions	13
2.	Marginal headings for information only	14
3.	Terms to include designation of corresponding	15

CONTRACT DOCUMENTS

4. Documents mutually explanatory 15
5. Custody of drawing 15
   Classified drawings 15
   One copy of drawings to be kept site 15

GENERAL OBLIGATIONS

6. Contract agreement 16
7. Performance security 16
8. Programme of work to be furnished
   If so required by the Engineer in-charge 17
   Action when programme not submitted in time 17
9. Setting out 17
10. Work to be executed in accordance with the specifications Drawings order etc 18
11. Action where no specifications are provided 18
12. Work to be under direction of Engineer in-charge 18
13. Lighting at night work 18
14. Arrangement to safeguard danger to unfinished work 19
15. Contractor to supply plant Ladders scaffoldings etc 19
    Contractor liable to pay damages an sing form non —provision of Lights lancing etc 19
16. Notice to be given before the work is covered up 20
17. Contractor's employees 20
    Removal of Contractor's employees 20
18. Whole time qualified technical personnel for supervision of work 20
19. Opportunities for other contractors 21
20. Damage to persons and property 21
    Indemnity by Government 22
21. Work to be open to inspection 22
    Contractor or his responsibly agent to be present 22
22. Giving of notices and payment of fees 22
    Compliance of statues regulation etc 22
    Payment of income tax and other taxes 23
23. Cost of bonds 23
24. Changes to the constitution of item 23
25. Photographs and advertisements 23

ASSIGNMENT AND SUBLETTING

26. Assignment
27. Subletting

MATERIALS AND WORKMANSHIP

28. Quality of material and workmanship and test 24
    Cost of samples 24
    Cost of tests 25
    Cost of tests not provided 25
29. Constructional materials fittings to confirm to representative 25
    Samples approved by the Engineer in-charge 25
30. Stores and equipment to be supplied by Government 25
31. Action end compensation payable in case of bad work 26

LABOUR

32. Application of Labour Laws rules 26
33. Contractor liable for payment of compensation to injured 26
Workman or in case of death to his relations 26
34. Used donkey and other animals 27

COMMENCEMENT, TIME AND DELAYS

35. Commencement of work 27
36. Time for completion 27
37. Extension of time for completion 27
38. No work at night or on Friday/Public Holidays 28
39. Compensation for delay 28
Rate of progress 28

CERTIFICATE OF COMPLETION

40. Certificate of completion of work 28

ALTERATION, ADDITIONS AND OMISSION

41. Alterations in specification and drawings 30
Alterations omissions, substitutions do not invalidate the contract
Extension of work not is schedule of rates bid schedule or in 30
Rates of works not in schedule of rates bid schedule or in
the estimates 30
42. No compensation for alteration in or restriction of 31
Work to be carried out if variation does not exceed 20% 31
Variation Exceeding 20% 31

MAINTENANCE AND DEFECTS

43. Period of maintenance 31
Execution of works of repair etc 32
Cost of execution of works of repair etc 32
Remedy on contractor's failure to carry out work required 32
44. Contractor liable to make good damages and for any
Imperfection noticed during period of maintenance 32

ADVANCES TO CONTRACTOR

45. Secured advance on materials bought to site 33
46. Bills to be on prescribed from 33
47. Bills to be submitted monthly 33
48. Deduction of security deposit 34
49. Conversion of security deposit into profit bearing securities 34
50. Refund of security deposit 35
Refund of security deposit on production of bank guarantee 35
Refund of security deposit of maintenance and repair work 35

51. Payment on intermediate certificate to be regarded as advances 35
52. Final bill to be submitted within one month 35
53. Procedure for payment to firms 36
54. Sums payable by way of comparison to be considered
As reasonable compensation without reference actual loss 36

VARIATION IN PRICES OF SPECIFIED MATERIALS

55. Price Variation 36

CLAIMS OF CONTRACTOR

56. Bills to be submitted monthly
57. Claims for payment of extra ordinary nature to be
Referred to government for decision 38
58. Time limit for unforeseen claims 38
59. Clams for compensation for delay in the execution of work 39

REMEDIES AND POERS

60. Action where whole of security deposit is forfeited 39
61. Work at the risk and expense of contractor 39
62. Contractor remains liable to pay compensation 41
Action not taken under clause 41
Powers to taken possession of or require removal 41
Or cell contractor's plant etc
63. Contractor may be rescinded and security forfelted
For subletting bribing or if contractor becomes insolvent 41
64. Deduction of amount due to government on any 42
Account whatsoever to be permissible form sums
Payable to the contractor 42

SETTLEMENT OF DISPUTES

65. Procedure in disagreement 42
Contractor dissatisfied with the decision of the
Superintendent Engineer 42
Increase in amount of claim one preferred not allowed 43
Reference to arbitration 43
Dispute for arbitration limited 43
Arbitration 43
Schedule of materials to be supplied by the Government 45
Schedule of equipment to be supplied by the Government 46
Names of manufactures of specified materials for base rates 47
Contract agreement 48-48
Specification for laying brick ending 50
Additional condition 51-56
Specimen of Bank Guarantee to be furnished by the 57-61
Contractor in head of performance security
Specimen of bank Guarantee for release of security deposit

Under taking
Comparative statement
Acceptance letter
Stamp duty

GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDER

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.

2. All necessary documents, such as copies of specifications (excluding standard specification books, etc.) Contract documents, including bill of quantities, estimated rates and any other documents required in connection with the preparation of tender or execution of works, signed by the engineer-in-charge, will accompany the tender form and the cost of such annexed documents will be reflected in the cost of the tender form.

3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.

4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately

5. The memorandum of work tendered for, and the schedule of materials and equipment to be supplied by the engineer-in-charge and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the engineer-in-charge before the tender form is issued. At this stage the tenderer should ensure that the tender form so issued is complete in all respects.

6. The tenderer shall note that the ultimate responsibility for the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.

7. The tenderer shall at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting the tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of site, the nature and layout of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender. The engineer-in- charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at/from the date that may be furnished with the contract documents.

8. (a) The tenderer shall fill up the bid schedule and indicate the percentage rate above or below the schedule of rates for the "scheduled items" on which he is willing to undertake each item of work. No premium will be quoted by the contractor against non-scheduled/item rates, for which the rate and amount has already been filled in by the engineer-in-charge in the bid schedule.

(b) in case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

9. i. The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender items rates on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work. In case of discrepancy between amounts in figures and in words, the

Amount in words shall prevail.

ii. Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.

iii. If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule:

iv. If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the engineer-in-charge shall fill in the blanks by noting the word "NIL" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.

v. If the tenderer does not accept the adjusted/corrected amount of tender according to the above provision, his tender shall be rejected and the earnest money forfeited.

10. The tender which proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the engineer-in-charge will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. The enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.

11. The tenderer shall fill in the tender documents, in ink. Errors, if any, shall be scored out and corrections re-written legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non- compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered park, after the opening of the tender.

12. Additional clause(s) for a particular work shall be typed on separate sheet(s) by the engineer-in-charge, which will be annexed to the contract documents specifying the number of sheet(s). The tenderer shall not add or delete any additional clause(s) in the additional clauses sheet(s), provided by the engineer-in-charge.

13. The quantities mentioned in the bid schedule are estimated quantities to be used for preparing tenders, and the engineer-in-charge does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provisions of clause 42 of the general conditions of contract.

14. No tender without earnest money shall be entertained. Earnest money. calculated @ 2% of the estimated cost of the work (rounded suitably), shall be in the form of 'deposit at call receipt. The earnest money of the unsuccessful tenderers shall normally be returned by the engineer-in-charge within a week of opening of the tenders and in any case not later than thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be accepted by the Chief Engineer In those cases the earnest money of only the three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tenders. In the event of the tender being accepted, a receipt for the earnest money. forwarded therewith, shall thereupon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.

15. The lowest evaluated bidder will be required to furnish the performance security/ additional performance security (wherever required), enter into a contract and to commence the work within the time specified in the memorandum of work. Should the lowest evaluated bidder refuse or fail for reason to furnish the performance / additional performance security, enter into contract or to commence the work within the time specified in the memorandum of work, it should constitute a justification for rejection of his tender/annulment of award and in event of such rejection/annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

16. i. The tender shall be signed by the person(s) duly authorized to do so. In the event of a tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose the firm is duly registered under the Partnership Act, 1932 or any other law in force.

ii. The tender submitted by a joint venture of two or more firms, shall be accompanied by a document information of the joint venture, duly registered and authenticated by a competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept its obligation, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its function.

iii. A tender submitted by a corporation, must bear the seal of the corporation and be attested by its Secretary.

iv. In all cases, the tender must be signed by an individual or individuals having powers to legally bind the firm. joint venture, corporation or companies on whose behalf they are signing..

17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule which rates and prices shall, except in so far as it is otherwise expressly provided in the contact, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

18. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by the' engineer-in-charge prior to the prescribed deadline for submission of tenders. The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e sixty (60) days as specified by the tenderer in the Form of Tender may result in the forfeiture of the tender security

19. The tenderer shall submit the original Tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL". The inner and outer envelopes shall (a) be addressed to (Executive Engineer), (b) and bear the following identification: Tendet for (Name of Contract). (Reference Number of Tender), and the words "DO NOT OPEN BEFORE (Time and Date set for opening)". The inner envelopes shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared to have been received late or is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the engineer-in-charge will assume no responsibility for the misplacement or premature opening of the tender submitted. A tender opened prematurely because of improper identification, will be rejected

20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notices may be legally served on him and to which all correspondence in connection with his tender and the contract is to be sent.

21. The presentation of a tender implies lull acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document

22. Any tender received by the Executive Engineer (engineer-in-charge) after the deadline for submission of tenders prescribed in the Notice Inviting Tenders, will be returned unopened to the tenderer.

23. The engineer-in-charge or his duly authorized officer, (not below the rank of Sub-Divisional Office./Assistant Engineer)will open tenders in the presence of intending tenderers or their authorized agents, who may be present at the lime. The officer opening the tender will announce the names of the tenderer, tender rates and the presence of requisite tender security

24. Promptly after the opening of Tenders, the engineer-in-charge will undertake a detailed evaluation of tenders. The engineer-in-charge will determine whether, each tender is substantially responsive to the requirements of the tender document.: and conformation to all the terms, conditions, and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge. And may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

25. Except for information to be read out by the engineer-in-charge at the time of opening tenders in accordance with para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall be disclosed to tenderers or other persons not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of his tender.

26. To assist in the examination, evaluation and comparison of tenderers, the engineer-in-charge may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the engineer-in-charge during the evaluation of the tender.

26 A. In Case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount the lowest bidder will have to deposit additional performance security from the Schedule Bank ranging from 5% to onward as under within 15 Days of issuance of notice or within expiry period of bid, whichever is earlier.

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST	ADDITIONAL PERFORMANCE SECURITY
5%	**5%**
6%	**6%**
7%	**7%**
8%	**8%**
9%	**9%**
10%	**10%**
and so on	**and so on**

Note: (i) and further clarified by the Finance Department vide his Notification No.Ro(Tech) FD-1-2/83, VI(P) dated 24-01-2006 that if contractor quote rates 11.% below the technically sanctioned and then the corresponding additional security @11% for subsequent %age below the corresponding estimated cost) shall be deposited.

(ii). Finance Department vide his Notification No.RO (Tech) FD-1-2/2014 dated 07-09- 2017 that if contractor quote rates be taken subsequent %age below the corresponding estimated cost) shall be deposited as Quality Assurance Security.

26 B. Lowest evaluated bidder shall, within 15 days of receipt by him of a notice in this regard, furnish to the tender approving authority in cash, bank draft, cashier's cheque, payment order or bank guarantee (valid for three months beyond completion time / extended completion time) from any scheduled Bank of Pakistan, the amount to make up performance security and/or additional performance security where required and specified in the tender in item(h) of Memorandum of work. Should the lowest evaluated bidder refuse or fall for any reason to furnish the performance security within the specified time, it should constitute a just cause for rejection of his tender and in event of such rejection the entire earnest money shall be forfeited to government as compensation for such default.

27. The engineer-in-charge shall have the right of rejecting all or any of the tenders without Assigning Any reason thereof. The engineer-in-charge will not be bound to award the contract to the lowest or to any other tenderers.

28. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will Be Paid (subject to the adjustment specified in clause 55 of the annexed Conditions), and shall be deemed to include all costs of performing the work Including income tax super tax, and/or other charges, duties and taxes of the government, autonomous semi-autonomous and local bodies profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.

29. Prior to the expiration of the period of tender validity (60 days) prescribed in the Tender Form or any extension thereof that may have been granted by the tenderer, the Engineer-in-charge will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract (hereinafter called the Contract Price) The notification of award will constitute the formation of the Contract

30. At the time, the engineer-in-charge notifies acceptance of the tender to the tenderer, he will send the tenderer the Form of Agreement voided within the tender documents, all agreements between the parties. Within (15) days of receipt of the Form of Agreement, the successful tenderer shall furnish the performance security (1.0% of the Contract Price) Whichever is applicable as per clause (h) of memorandum of work and sign the Contract in the presence of the engineer-in-charge

31. After the successful tenderer has signed the contract furnished adequate Performance Security the engineer-in-charge will notify to the unsuccessful tenderers that they were unsuccessful.

32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.

33. A copy of the contract agreement may be obtained by the contractor at his given cost.

TENDER FOR WORK

To

The _____

_____

_____

Dear Sir,

I/We _____

(Name of the contractor)

the undersigned, having examined the conditions of contract, specifications drawing bid schedule and adhered Nos. _____ there to for the work.

(Name of the work)

_____

and the works associated therewith, and having examined the site of the above named works, or having caused the site to be visited on our behalf by my / our competent and reliable agent and having satisfied myself /ourselves as to all conditions under which the above named work must be performed, hereby offer to execute. complete and maintain the whole of the above mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above, a tender price of Rs. _____

_____(Rupees)_____

or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule.

2. As security for the due performance of the undertaking and obligations of this tender I/We submit herewith a deposit at call receipt

No._____ dated _____ in the amount of

Rs._____

(Rupees)_____ from the

Bank_____Branch_____

drawn in your favour of made payable to you as earnest money, the full value of which will be absolutely forfeited to Government without prejudice to any other rights or remedies of the said Government, should I/We withdraw or modify the tender within its validity period of sixty (60) days, following the date of receipt of tender.

3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender shall be detained by Government towards the amount of security deposit specified in clause 48 of the said conditions of contract and item(d) of the memorandum of work.

4. Should this tender be accepted by you I/We hereby undertake-

a) to sign ail the necessary documents for entering into a contract agreement in the form set out in the contract document within fifteen(15) days following your notification of such acceptance.

b) to commence the work within the stipulated s time named in item(f) of memorandum hereto annexed following the date of issuance of your order to proceed with or the handing over of the site, whichever is later and in the events my/our failure to do so, the entire amount of earnest money deposited by me/us which deposit at call

receipt is enclosed herewith, is to be absolutely forfeited to the Government of the commencement of the work, I/We here by also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to Government the sums of money mentioned in the said conditions.

c) to complete and delivery the whole of the work comprised in the contract within the time stipulated in item No. (g) of the memorandum hereto annexed, subject to such extension in the time limit as may be granted under the conditions of contract.

d) the furnishing of performance security under item (h) of the memorandum annexed hereto, in the sum equal to 10(ten) percent of the cost of the work in the same form and on the same conditions as are prescribed by and to the satisfaction of the Engineer-in-charge.

5. I/We also agree that when materials and/or equipment for the work are provided by the Government the rates to be paid for them shall be as provided in appendices annexed hereto.

6. I/We agree to abide by this tender for the period of sixty (60) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.

8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray and expenses incurred by me/us in tendering.

Thanking you.

Yours faithfully,

_____

(Signature of tenderer)

Name_____

Dated this_____day Address_____

_____

The above tender is hereby accepted by me on behalf of Government.

_____

(Signature of Executive Engineer)

_____Division

In case the above address is changed, the contract will immediately notify in writing to the Executive Engineer, his new address.

MEMORANDUM OF WORK

(To be filled in by the Government Department)

a. General Description_____
(If several sub works are included, they should be detailed in a separate-sheet)
_____

b. Estimate cost Rs._____
_____

c. Amount of earnest money to
Accompany the tender. Rs._____
(To be furnished by the tenderer in the shape of deposit at call from a schedule Bank of Pakistan.

d. Percentage of security deposit to be retained from the bills.

i) On the amount of work done up to
Rs. 5 million = Ten (10) percent

ii) On the amount of work done beyond
Rs. 5 million = Five (5) percent.

d. Minimum amount of interim running bills. _____

f. Mobilization period_____days

g. Time allowed to complete the work after the expiry of mobilization period_____days.

h. Amount of performance security Rs. _____ 5% of bid price in the case of bid price exceeding Rs. 50 million as per General direction for the guidance of tenderer 26(B) read with general conditions of contract Clause (7) and amount of additional Performance security Rs._____ as per General Directions of the guidance of tenderer 26(A).

i. Period of maintenance (after the date of issuance of certificate of completion)

BID SCHEDULE ATTACHED

BID SCHEDULE (Contd)

NAME OF WORK_____

Item Rates

Sr No	Pay items No or reference to Special Specification Supplied	Description	Estimated quantity	Unit of Rate	Unit Rate to be filled in by the contractor where not already filled by the Executive Engineer in figures in words	Amount (To be filled in by the contractor when not already filled in be the Executive Engineer for items against which the unit rate have already been filled in by firm
1	2	3	4	5	6 7	8

Total cost of Schedule items/items Rate Rs. _____

Contractor Witness witness Ex Engg/Distt Officer/ TMA

BID SCHEDULE (Contd)

NAME OF WORK_____

Total tenderer amount of the work
(To be filled in by the Tenderer)

1. The Cost of Items rate. **Rs_____**

Rs_____

Rs_____

Grand Total Rs_____

(In words) Rupees_____

GENERAL CONDITIONS OF CONTRACT
DEFINTIONS AND INTERPRETATIONS

Definitions Clause 1

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. "Agent" means the person appointed by the contractor to act on his behalf in his absence:
2. "Certificate of completion" means the certificate of completion given by the engineer-in-charge pursuant to clause 40 of these conditions:
3. "Contract" means the contract agreement, the documents Set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices,
4. "Contractor" means the person or persons, firm or company whose tender has been accepted by the engineer-in-charge, and shall include the contractor's duly authorized representative, successors and assigns.
5. "Contract price" means the sum named in the tender, subject to such addition thereto or deductions there from, as may be made under the provisions of the contract;
6. "Constructional Plant" means all appliances, or things required in or about the execution, completion, or maintenance of the works, or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works
7. "Drawings" means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the engineer-in-charge.
8. "Engineer-in-charge" means the Officer In charge or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the government to act as engineer incharge for the purpose of the contract:
9. "Government" means the Government of the Punjab

9(a). ***"Item Rates"*** mean the rates determined on the basis of the market rates system introduced by the Government in replacement of the Composite Schedule of Rates 1998 through Finance Department Notification No RO (Tech) FD 2-3/2004 dated 02.08.2004 (Annexure A).

10. **"Period of maintenance"** means the period during which the contractor is obliged to guarantee the work or defined portions or work against defect and during which he is obliged o perform any maintenance procedure that may be specified by the engineer-in-charge and shall be calculated from the date of the certificate of completion given by the engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the engineer-in-charge under the said clause from the respective dates so certified:

11. **"Maintenance"** means the repairs, amendment, reconstruction and includes the rectification of defects, imperfections, shrinkages and other faults except forwear and tear as may be required of the contractor in writing by the engineer-in-charge during the period of maintenance;

12. **"Programme of Work"** means the programme of work submitted by the contractor and approved by the engineer-in-charge and includes an amendment thereto made from time to time and approved by the engineer-in-charge:

13. **"Site"** means the lands and other places on, at, over, under, in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or path or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the engineer- in-charge for the purpose of the contract together with, such other places as may be specifically designated in or pursuant to the contract as forming part of the site;

14. **"Specifications"** means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the engineer-in-charge;

15. **"Temporary Works"** means all temporary works of every kind required in or about the construction, completion or maintenance of the works;

16. **"Works"** means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

Marginal heading for information only

Clause 2: The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and directions of the reader with regard to the contents of the said documents and shall by no means be involved for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract

Terms to include designation corresponding posts

Clause 3:

The term EE/SE and Chief Engineer/ used in the Contract and the documents attached thereto, shall respectively be taken to include the terms Executive Engineer/ Deputy Director Superintending Engineer/ Director/and Chief Engineer/ Director General or the holder of the corresponding posts in relation to the work

CONTRACT DOCUMENTS

Documents mutually explanatory

Clause 4: Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another, but incase of any error, omission. ambiguity or discrepancy is found between those documents. the same shall be reported to the engineer-in-charge who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the engineer-in- charge, compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error. omission, ambiguity or discrepancy, the contractor did not have reasons not to anticipate, the engineer-in-charge shall pay such additional sums as he shall certify to be reasonable to cover such expenses. Provided further that any work done by the contractor. which perpetuates or adds to any error, omission. ambiguity or discrepancy, already discovered & pointed out shall be considered to have been done at the contractor's risk

Custody of drawings

Clause 5: (1) The drawings shall remain in the sole custody of the engineer-in-charge but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the engineer-in-charge after acceptance of his tender The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the engineer-in-charge all drawings provided to him under the contract.

Classifieds drawings

2. If so instructed, the contractor shall undertake not to disclose details of classified drawings other than to men in his employ, and will given an undertaking- to the engineer-m-charge that those drawings are not replicated or passed on to other or used by any other agency/person.

One copy of drawings to be kept on site

3. One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and use by the engineer-in-charge or by any of his superior officer, or by any other person authorized by the engineer-in-charge in writing.

Further Drawings ami instructions

4. The engineer-in-charge shall supply to the contractor. from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works. and the contractor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the engineer-in- charge of any such further drawing and instructions that the contractor may require for execution of works or otherwise under
the contractor.

GENERAL OBLIGATIONS

Contract Agreement

Clause 6: The contractor shall, when called upon so to do by the engineer-in-charge enter into and execute a contract agreement in the form annexed

Performance security

Clause 7: In every case where performance security has been provided as specified in item (h) of Memorandum of work contractor shall furnish/ maintain the performance security for the extended period of completion under Clause 37 of the Agreement All compensations or the sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his performance security, and in the event of his performance security reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sums which may have been deducted from, or raised by sale of performance security or any part of the performance security deposit additional performance security deposit lodged by a contractor (on cash or/ other form) shall be refunded to him after the expiry of three months after the issue of the certificate of completion of work under clause 40 here of by Engineer-in-charge or alone with the final bill if it is prepared after that period on account of some unavoidable circumstances

Programme of work to be furnished if so required by engineer-in-charge

Clause 8: (1) The contractor shall, if so required. by the engineer-in-charge, submit in writing to the engineer-in-charge within the period specified by him for his approval a programme showing the order of procedure and the method in which he proposes to carry out the works The time and progress chart shall be prepared in direct relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole It shall indicate the forecast of the dates for commencement and completion of various trade processes or section of the works, and shall be amended as

may be required by agreement between the engineer-in-charge and the contractor within the limitation of time imposed in the contract documents.

(2) The contractor shall also, whenever require to the engineer-in-charge, furnish for his information, full particulars in writing of the organization and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the contractor's arrangements for the carrying out of the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

(3) The submission to and approval by the engineer-in- charge of such programme, or the furnishing of such particulars or information shall not relieve the contractor of any of duties or responsibilities under the contract.

Action when programme not submitted in time

(4) In the event of non-submission of the programme or revised/amended programme of work by the contractor for approval by the engineer-in-charge, within the period specified by the engineer-in-charge, the contractor shall be liable to pay as compensation an amount equal to % percent per day or such smaller amount as the engineer-in-charge (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to a maximum of 2% of contract amount.

Setting Out

Clause 9: The contractor shall be responsible for the true proper setting out of the works in relation to original points lines and levels of reference given by the engineer-in-charge in writing, and for the correctness (subject as above mentioned) of the position, levels. dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith, if at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the contractor on being required so to do by the engineer- in-charge, shall at his own expenses. rectify such error to the satisfaction of the engineer-in-charge. unless such error is based on incorrect data, supplied in writing by the engineer-in-charge, in which case the expenses of rectifying the same shall be borne by the Government. The checking of any setting out or of any line or levels by the engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines, levels, bond-marks, site-rails. pegs, slope stakes, batten-boards, stakes for location, and other things used in setting out the works.

Work to be executed in accordance with the specification, drawings, orders etc

Clause 10: The contractor shall execute the whole and every part of the works in the most substantial and workman like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the designs and/or drawings and instructions in writing relating to the work signed by the engineer-in- charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or op the site of the work for the purpose of inspection during office hours. The contractor shall if so required, be entitled at his own expenses to make or cause to be made copies of specifications, and of all such designs, drawings and instructions as aforesaid.

Action where no specification are provided

Clause 11: In the case of "any clause of work for which there is no such specification as is mentioned in page 2 of the general directions for the guidance of the tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications, in accordance with the specification attached with the tender. If, however, there is no standard specification or specifications attached with the tender, the work shall be carried out, in all respects in accordance with the instructions and requirements of the engineer-in-charge.

Work to be under directions of engineer-in-charge

Clause 12: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects, of the engineer-in- charge, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

Lighting at night work

Clause 13 (1) In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out, shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the engineer-in-charge.

Watching & lighting

(2) The contractor shall in connection with the works, provide and maintain at his own cost all lights, warning lights, caution boards. attendance guard fencing and watch men, when and where necessary or required by the engineer-in-charge, for the protection of the work or for the safety and convenience of the public or others.

Arrangement to safeguard danger to unfinished work

Clause 14: The Contractor is expected to make himself acquainted with the weather conditions, etc. and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the contractor for a loss caused by any such eventuality will not be entertained by the Government.

Contractor to supply plant, ladder, scaffoldings, etc

Clause 15: The contractor shall supply at his own cost all materials (except such materials, if any, as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladder, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract referred to in those conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the engineer-in-charge as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing, the same may be provided by the engineer-in-charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit.

Contractor liable to pay damages Arising from non-Provision of light, Fencing etc

The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every shit action or other proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay damage and costs which may be awarded In any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor’s Employees

Clause 16: The contractor shall give not less than five days' notice in writing to the engineer-in-charge or his subordinate in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover or place beyond the reach of measurement any work without the consent in writing of the engineer-in-charge or his

subordinate in charge of the work. If any work is covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor's employees

Clause 17 (1): The contractor shall provide and employ on the site for the purpose of and in accordance with the execution and maintenance of the work under the contract

a) only such engineer and technical assistants as are skilled and Experienced in their respective callings, and such sub-agents, Foremen and leading hands as are competent to give proper Supervision of the work, they are required to supervise, and

b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

Removal of contractor's employees

(2) (1): The engineer-in-charge shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the engineer-in-charge, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the engineer-in- charge to be undesirable, and the contractor shall comply with the request forthwith.

(ii) No such agent, workman, foreman or other employee after his removal from the work by request of the engineer-in-charge shall be re-employed or re-instated by the contractor for the purposes of and in connection with the contract at any time. except with the prior approval in writing of the engineer-in- charge.

Whole time qualified technical personnel for supervision of work

Clause 18 (a): The contractor shall employ for each contract. whole time qualified technical personnel to the satisfaction of the engineer-in-charge for the supervision of the work at the scale given below:

On contracts valuing.

i.	up to Rs. 7.5 million	one diploma engineer
ii.	Exceeding	one senior graduate engineer,
iii	Rs 75 million	one junior graduate engineer.

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the engineer-in-charge shall, after giving the contractor 15 days' notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

Opportunities for other contractors

Clause 19: The contractor shall in accordance with the requirements of the engineer-in-charge afford all reasonable opportunities for carrying out the work by any other contractor(s) / specialist contractor(s) executing a part of the original work of ancillary to the work, employees/workmen of such contracter(s) or those of the Government, who may be employed in execution of, or near the site of work not included in the contract. if, however, the contractor provides any material services/assistance or facilities to any such contractor or to the government on the written request of the engineer-in-charge, he shall-be paid a reasonable sum as determined by the engineer- in- charge or paid according to provision in bid schedule if already made therein.

DAMAGE to persons and property

Clause 20(1): The contractor shall indemnify and keep indemnified the government against all losses and claims for injuries or damage caused to any person or any property whatsoever, (other than surface or other damage to land or crops being on the site suffered by tenants or occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, custs. charges and Expenses whatsoever in respect of or in relation thereto. Provideo always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of, or to indemnify the government against any compensation or dariages for or with respect to:

a. The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

b. The right of the government to construct the works or any part thereof on, over, under, in or through any land.

c. Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.

d. injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the government, its Agents, servants or other contractor (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation thereto.

Provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works

Indemnity by Government

(2) The government will indemnify the contractor for and against all claim, demands proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub- clause (1) of this clause.

Note The limit of various departments for the application of this clause as follows

1.	Buildings …	contracts	exceeding	Rs.5 million
2.	PHE	contracts	exceeding	Rs.5 million,
3.	Highways	contracts	exceeding	Rs.10 million
4.	Irrigation	The clause would not apply.		
5.	HP & EP	contracts	exceeding	Rs.5 million.

The clause may be adopted in contracts of smaller amounts Wherever so directed by the Executive District Officer Works & Services/ Superintending Engineer

Work to be open to inspection

Clause 21: All works under or in the course of execution or executed in pursuance of the contract, shall at all times be open to inspection and supervision of the engineer-in-charge or his subordinate, and the contractor shall at all times during the usual working hours, and at all other times for which reasonable notice of the indention of the engineer-in-charge, his senior or his subordinate to visit the works shall have been given to the contractor, ether himself be present to receive orders and instructions or have an agent, duly accredited in writing, present for that purpose. Orders giver to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Contractor or his responsible agent to be present

Giving of notices and payment of fees

Clause 22 (1): The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws or any regulation or bye- laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by, the works or any temporary works.

Compliance with statutes, regulations, etc

2) The contractor shall conform in all respects with, the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority, which may be

applicable to the works, or to any temporary works and with such tules and regulations of public bodies and companies as aforesaid and shall keep the government indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation or bye-laws.

Payment of income tax and other taxes

3. The contractor shall be responsible for the payment of all income tax, super tax and other government or local taxes arising out of the contract, which shall not be reimbursed to him by the government and the rates and prices stated in the bid schedule shall be deemed to cover all such taxes

Cost of bonds

Clause 23: The cost of various bonds to be entered into and executed between the contractor and the engineer-in-charge shall be, in all respects, at the expense of the contractor.

Change in the constitution of firm

Clause 24: In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the engineer-in-charge for his information.

Photographs and advertisements

Clause 25: Photographs of the works shall be taken by permission of the engineer-m-charge. Only signs or other advertisement approved by the engineer- in-charge may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the government, which shall not be unreasonably withheld.

ASSIGNMENTS AND SUB-LETTING

Assignments.

Clause 26: The contractor shall not assign the contract or any part there of Or any benefit or interest there in or there under without the prior written consent of the engineer-in-charge.

26A In Case the total tendered amount is less then 5% of the approved Estimated (DNIT) amount the lowest bidder will have to deposit additional performance security from the Schedule Bank ranging from 5% to 10% as under with in 15 Days of issuance of notice or with. in expiry period of bid, whichever is earlier.

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST	ADDITIONAL PERFORMANCE SECURITY
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
and so on	as so on

Sub-letting

Clause 27: The contractor shall not sub-let the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the engineer-in-charge and such consent, if given, shall not relieve the contractor from any liabilities or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor his agents, servants or workmen. Provided always that the provision of labour as a piecework basis shall not be deemed to be a Subletting under this clause.

MATERIAL AND WORKMANSHIP

Quality of materials

Clause 28 (1): All materials and workmanship shall be of the respective and workmanship kinds described in the contract and in accordance with the instructions of the and rests. engineer- in-charge and shall be subjected from time to time to such tests as the engineer-in-charge may direct at the place of manufacture or abdicator, or on the site or at all or any of such places. The contractor shall provide such assistance instruments machines, labour and materials as are nominally required for examining. measuring and testing any work and the qualify, weight and quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the engineer-in-charge

Cost of samples

(2): All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities but if not then at the cost of the government.

Cost of tests

3) 8:The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of quantities and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bill of quantities in sufficient detail to .enable the contractor to price or-allow for the same in his tender.

Cost of tests nor provided for

4) If any test is ordered by the engineer-in-charge which is either.

a. not so intended by or provided for, or
b. (in the cases above mentioned) is not so particularized; or
c. through so intended or provided for is ordered by the engineer-in- charge to be carried out by an independent person at any place other than the site or the place of manufacture of fabrication of the materials tested.

Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the engineer-in-charge but otherwise by the government.

Constructional materials, fittings to conform to representative samples approved by the engineer-in-charge

Clause 29: Before any constructional material, fittings is brought to the site of work, the contractor shall submit to the engineer-in-charge representative samples of the material fittings, etc., he proposes to use. The samples after approval will be retained by the engineer-in-charge in his custody and the contractor shall be responsible for ensuring that materials and fittings, etc., conforming to such samples are used throughout the contract failing which the material, fittings, etc., will not be accepted and shall be removed forthwith from the site of work if so desired by the engineer-in-charge.

Stores and equipment to be supplied by Government

Clause 30: If the specification, or the estimate of the work provides for the use of any special description of materials and equipment to be supplied from the engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the engineer-in- charge (such materials, stores and equipment and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only; and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set pff or deducted from any sums due or to become due, to the contractor, under the contract or otherwise; or against or from the security deposit All materials supplied to the contractor shall remain the absolute property of the government, and shall not, on any account be removed from the site of works without the written permission of the engineer-in-charge, and shall at all times be open to inspection of the engineer-in-charge.

Any such material unused or in perfectly good condition at the time of the completion or termination of the contract, shall be returned to the engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Action and compensation payable in case of bad work

Clause 31: If it shall appear to the engineer-in-charge or to his subordinate-in- charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, 01 otherwise not in accordance with the contract, the contractor shall on demand in writing from the engineer-in-charge specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid to.. forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide materials as originally contracted or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the engineer-in-charge in his demand aforesaid, then the engineer-in-charge may rectify or remove and re-execute the work, remove or replace with others, the materials and articles complained of, as the case may be, by his own workmen or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the engineer-in- charge (whose certificate) as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such smaller amount as the engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by government to the contractor. Measures of rectification will be decided by the engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor

LABOUR

Application of labour laws and rules case of death to his relative Contractor liable for payment of compensation to injured

Clause 32: The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed there under, in force from time to time.

Clause 33 (1): In every case in which by virtue of the provisions of Section 12, sub-section (1) of the Workman's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, government will recover from the contractor the amount of the compensation so

paid; and, without prejudice to the rights of the government under Section 12, sub-section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by Government to the contractor, whether under the contract or otherwise.

(2): Government shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the government full security for all costs for which government might become liable in consequence of contesting such claims.

Use of donkeys and other animals

Clause 34: (i) No contractor shall use donkeys or other animals with breeching of string 01 thin lope. The breeching must be at least 75 mm wide and should be of tape (Nawar).

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

COMMENCEMENT. TIME AND DELAYS

Commencement of work

Clause 35: The contractor shall commence the works on the site within the period named in the memorandum, after the receipt by him of an order in writing to this effect from the engineer-in-charge and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the engineer-in-charge or be wholly beyond the contractor's control.

Time for completion

Clause 36: Subject to any requirements in the specification as to the completion of any portion of the works before completion of the whole, the whole of the works, shall -be completed within the time stated in the memorandum or such extended time as may be allowed under clause 37 hereof.

Extension of time for completion

Clause 37: If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by the engineer-in-charge, or on the ground of his having been unavoidably hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the engineer-in- charge or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion, the contractor shall apply in writing to the engineer-in-charge within thirty days of date of such circumstances, the full and detailed particulars of his claim on account of which he desires an extension as aforesaid. The engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor, are such as fairly to entitle the contractor to an extension of

time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of le for the completion of the work or any part thereof, as may in his opinion bu necessary or proper.

No work at night or on Sundays/Public holidays

Clause 38: Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays or public holidays without the permission in writing of the engineer-in-charge save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the engineer-in-charge. Provided always that the provisions of this clause shall not, be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

Compensation for delay

Clause 39 (a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract, be proceeded with with-all due diligence in accordance with the programme of work, as approved by the engineer-in-charge or any amended programme of work approved by the engineer-in-charge from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of the amount of contract, subject to a maximum of 10%, or such smaller amount as the engineer-in-charge (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item (b) of the memorandum of work annexed hereto for every day that the work remains uncommented or unfinished after the proper date.

Rate of progress

(b): In order to ensure good progress during the execution of the work, the contractor shall be bound, in all cases, in which time allowed for any work exceeds thirty days, to complete each part of the work or its component, as per programme of work or any revision or amendment to it approved by the engineer-in-charge. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the engineer-in-charge, he shall be liable to pay as compensation an amount equal to one percent or such smaller ameunt as the engineer-in-charge (whose decision in writing shall be final) may decide on the estimated, just of the work as named in the item (b) of the memorandum hereto annexed for every day that the due quantity of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost stated in item (b) of the memorandum of works annexed hereto.

Compensation for inadequate funding

(c) if the funds required for completion of contract are not provided within two years of the stipulated date of completion, contractor may ask for finalization of his contract. All rectories due from contractor (mobilization, secured advance, machinery hire charges, etc.) Will be made before finalization of contract

CERTIFICATE OF COMPLETION

Certification of completion work

Clause 40 Without prejudice to the right of the government under any such clause(s) herein contained, as soon as in the opinion of the engineer-in-charge, the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the engineer-in- charge will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the engineer-in-charge may give such a certificate with respect to any independent part of the works before the completion of the whole of the work, and when any such certificate is given in respect of such a part of the work, such part shall be considered «J completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement, unless such certificate shall expressly so state. Provided farther that no such certificate shall be given nor shall the works or any of its parts considered 10 be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction materials of all kinds, and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures, water- supply, sewerage or drainage works, sanitary installations, gas and electric fittings, in, upon, or about which the works are to be executed or which he may have had possession for the purpose of the execution thereof, nor until the works shall have been measured by the engineer-in-charge whose measurements shall be binding and conclusive against the contractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus material of all kinds and rubbish as aforesaid and cleaning of dirt on or before the date fixed for the completion of the works, the engineer-in-charge may, at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds and rubbish and dispose of the same as he thinks fit, and dean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

ALTERATIONS ADDITIONS AND OMISSIONS

Alterations in Specifications and drawings

Clause 41 The engineer-in-charge shall have power to make any alteration in omission, from addition to or substitution for, this original specification, drawing, designs and instructions that may appear to him to be necessary or of advisable during the progress of the work and the contractor shall be bound to carry out the works writing in accordance with any instruction which may be given to him in writing signed by the engineer-in-charge, and such alterations, in accordance with any instruction which may be given to him in omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender (bid schedule) for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the engineer-in-charge shall be conclusive as to such proportion.

Alterations omission or substitutions do not invalidate the contract

Extension of time in consequence of alterations

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work shall be carried out at the Item rates enforced at the time of receipt of tenders of rates, with reference to which the tender for the work was submitted by the contractor.

Rates of work not in chedule of rates, bid schedule of in the eestimate

If such altered, additional or substituted item(s) of work is not entered bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the engineer-m-charge of the rate which it is his intention to charge for such items of work, and if the engineer-in-charge does not agree to this rate, or the approval to this rate (or the negotiated rate if any). is not communicated to the contractor within a period of thirty (30) days, reckoned from the date of receipt by the engineer-in-charge of the proposed rate, the engineer-in-charge shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rates of the substituted, altered or additional items have been approved in writing failing which government will not be bound to entertain any claim on this account. The interpretation of the engineer-in-charge in the event of any dispute due to any ambiguity the specification or nomenclature shall be binding and final.

No compensation for alteration in or restriction of work to be carried out if variation does not exceed 20%

Clause 42: If at any time after the commencement of the work, the engineer-in- charge shall for any reason whatsoever not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease the quantity of work included in the contract or omit any such work, or change the contractor er quality of kind of any such work, or change the levels, lines, position and dimensions of any part of the works, or require the contractor to execute additional work of any kind necessary for the completion of the work, the engineer-in- charge shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings,, designs, and instructions which shall involve any curtailment or increase of the work, as originally contemplated; or shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation under clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of his tender.

Variation exceeding 20%

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increase, decreases, omissions or adjustments (other than those arising out of price variation under clause 55 hereof), as a result of the requirement of the engineer-in-charge, the amount of the contract price shall be adjusted by such sun(s) as may be determined by the engineer-in-charge and the contractor. In the event of disagreement, the engineer-in-charge shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and overheads.

MAINTENANCE AND DEFECTS

Period of maintenance

Clause 43 (1): The period of maintenance mentioned in item (1) of the memorandum hereto annexed shall be calculated from the date of completion of the works certified by the engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificates having been issued by the engineer-in-charge under the said clause, from the respective dates so certified, and in relation to the period of maintenance the expression 'the work' shall bed constructed accordingly

Execution of works of repair etc

(2): The works shall at or as soon as practicable after expiration of the period of maintenance be delivered up to the engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the engineer-in-charge as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage or other faults as may be required of the contractor in writing by the engineer-in-charge during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the engineer-in- charge prior to its expiration.

Cost of execution of works of repair etc

3): All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the engineer-in-charge be due to use of materials or workmanship not in accordance with the contract or to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the engineer-in-charge such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.

Remedy on contractor's failure to carry out work required

(4): If the contractor shall fail to do any such work as aforesaid, required by the engineer-in-charge, the engineer-in- charge shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contractor should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties) and may deduct the same from any moneys due or that may become due to the contractor.

Contractor liable to make good damages, and for any imperfection noticed during period of maintenance

Clause 44: If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building in which they may foe working or any building in which they may be working or any building, road, road work, road structure, water-supply. sewerage, and drainage works, sanitary fittings and electric installations, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in item No.(i) of the memorandum hereto annexed after a certificate, final or otherwise of its completion shall have been given by the engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default,

The engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the engineer-in-charge shall be final) from any sums that may then. or at any time thereafter may become due to the contractor, or from his security deposit

ADVANCES TO CONTRACTORS

Secured advance on materials brought to site

Clause 45: Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the engineer-in-charge shall assess the value of such materials and the contractor may be paid an advance up to an amount not exceeding seventy five percent (the decision of the engineer-in-charge as to this percentage shall be final) of the value of the materials assessed by the engineer-in-charge. The materials shall remain the property of the government and the contractor shall not remove it from the site without the written permission of the engineer-in-charge. The contractor shall be responsible for any loss to the materials due to the contractor's postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody. The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work.

PAYMENTS

Bills to be on prescribed form

Clause 46: The contractor shall submit all bills on the form prescribed by the engineer-in-charge to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such works

Bills to be submitted monthly

Clause 47: The contractor shall submit each month on or before the date fixed by the engineer-in-charge a bill on the basis of measurements carried out by the contractor through his own staff. for all works executed in the previous month, and the engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible adjusted. if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the memorandum Of work. If the contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute a subordinate to measure up the work in the presence of

The contractor or otherwise and the engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor In all respects.

Payment of items with imbalance rates

A) If a Contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tender rate(s) in full on the execution of items (s) but the payment of item whose rates are higher shall be made at the rates depicted in technically sanctioned) estimate, on the execution of such items, the balance payment shall be withheld by the engineer-in-charge till the completion of the work of items for which low rates have been, quoted.

Deduction of security deposit

Clause 48: At the time of making any payment to the contractor for the work sdone under this contract, the engineer-in- charge shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in item (d) of the memorandum of work annexed hereto. The earnest money of the contractor on execution of the contract will, however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations or other sums of money payable by the contractor to the government under the terms of this contact, may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become, due to the contractor by the government on any account whatsoever, and in the event of his security deposit being reduced by such ' deductions, the contractor shall within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit or may be made good through additional deductions from his bill or dues.

Conversion of security deposit into profit bearing securities

Clause 49: Subject to any general or special directions given by the Government to the contrary If the contractor so desires and makes a written request to the engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor, may be converted into the recognized form of profit bearing securities at the cost of the contractor, the amount of security deposit retained from the bills of the contractor shall, be deposited in any of the following banks:

1. National Bank of Pakistan
2. Habib Bank Ltd.
3. United Bank Ltd.
4. Muslim Commercial Bank Ltd.
5. Allied Bank of Pakistan Ltd.
6. The Bank of Punjab.

And pledged in the name of the Executive Engineer concerned and on the maturity the amount of Security is retained back in the Public Account and refunded to the contractor in prescribed manner.

Refund of security Deposit

Clause 50 (a) The amount retained as security deposit shall not be refunded to the contractor before the expiry of six (6) months in the case of original works valuing up to Rs.5 million and twelve (12) months or even more, as may be determined by the engineer- in-charge with the prior approval of the Chief Engineer, in the case of works valuing above Rs.5 million, after the issue of the certificate of completion of the work under clause 40 hereof by the engineer- in- charge, provided that in case the contractor is required by the engineer-in-charge to rectify any imperfection, damage, defects or other faults in work, etc.-, during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clauses 43 and 44 hereof to the satisfaction of the engineer-in-charge.

(b): Should the contractor so apply in. writing to the engineer-in-charge, the amount of security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the engineer- in-charge under clause 40, subject to the production of bank guarantee from a scheduled bank in Pakistan to the satisfaction of, and in the form suitable to the engineer-in-charge, for the same amount covering the balance of period of Maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

(c): Subject to the conditions stipulated in sub-clause (a) of this clause, in the case of contracts for maintenance and repair works, the security deposits would be refunded to the contractor after the expiry of three (3) months of the issue of certificate of completion of work by the engineer-in-charge.

Payment on intermediate to be regarded as advance

Clause 51: The contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the engineer-in-charge, subject to the condition laid down in item (e) of the memorandum, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only, and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or tack considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim, nor

Shall it conclude, determine or affect in any way the power of engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise. Or in any other way vary or the contract.

Final bill to be submitted within one month

Clause 52: The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Procedure for payment to firms

Clause 53: The department may refuse or suspend payment on account of a work when executed by a firm, or by a contract described in their tender as a firm, unless receipts are signed by all the parties or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

Sums payable by to be considered as way of compensation reasonable compensation without reference to actual loss

Clause 54: All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation to be applied to the use of government, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Price variation

VARIATION IN PRICES OF SPECIFIED MATERIALS Clause 55

(1): Where any variation (increase or decrease) to the extent of 5% or more, in the price of any of the items mentioned in sub-clause (2) below takes place after the acceptance of tender and before the completion of contract, the amount payable under the contract shall be adjustable to the extent of the actual variation in the cost of the item concerned.

(2): No price variation under this clause shall be admissible except in respect of the following items:

i. Cement II. li. ii Steel
M.S Bars (Plain and deformed)
M.S. sections.
High Tensile steel wire
M.S and G.I. Pipes
ii Asbestos Cement Pipes, iv P.V.C.Pipes.
iii. R.C.C/P.C.C. Pipes
iv Bitumen,
v. High Speed Diesel,
vi. Bricks
Bricks Tiles
Gutka
ix. Stone aggregate.
Stone mstal for sub base.
Stone metal for base course. Crushed bujri
x. Labour

3) The base price for the purposes of calculation of the price variation shall be the price prevalent in the month during which the last day of the submission of tender falls.

I**f,** The price variation under this clause shall be worked out on the basis of the price of the particular item prevalent in a particular District on first day of each month as per price list of such manufacturers or suppliers at such places as are notified by the Finance Department from time to time The prices of the manufacturer or supplier at the place(s) so notified shall be applicable to the particular District or the entire Punjab

(5) If no nomination is respect of any of the items mentioned in sub-clause (2) is issued under sub-clause (4), no price variation shall be admissible in respect of that item during that month.
(6) (i) The amount payable or deductable in respect of item No (i) to sub-clause(2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.

(ii) The percentage increase/decrease in the billed price over the base price notified by M/S Pakistan Steel Mills, Karachi would be applicable to the quantities of all specified sizes of item No.(ii) (a) via M.S. Bars (plain & deformed) actually consumed on the work each month.

(7) The amount payable or deductable in respect of item No (v) of sub-clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.
(8) No escalation shall be allowed to the contractor in respect of the period extended for the completion of the work due to his own fault.
(9) If. Under the existing coda rules secured advance is paid on all or any of the imperishable items mentioned at (ii) to (v) in sub-clause (2) above. no price variation shall be admissible on such item(s) in respect of the quantity or quantities for which secured advance has been paid to the contractor.
(10) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basis price of high speed diesel using the following formula.
Increase or decrease = a x VOW x (CPD-BPD) / BPD m contract price Where: VOW the value of the work, including the value of any additional items for which payment has been certified by the Engineer In charge. executed subsequent to such increase or decrease in the Basic Price as shall be obtained by apply the unit rates and prices entered in the measurement book.

CPD Current price of high speed diesel, and BPD= basic price of high speed diesel

Factor A= 0.15 for Highway / Roads works, &

A =0.07 for Building works RCC Structure / Irrigation

11) The increase of decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula Increase or decrease=_p x VOW' x (CLR-BLR) / BLR in contract price.

Where:

VOW= the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book

CLR= Current labour rates for unskilled worker (as published) y
Bureau of Statistics)

BLR- Basic labour rates of unskilled worker our the date of receipt of tenders (as published by Bureau of Statistics)

Facto* £= 0.15 both for building & road works & Irrigation

CLAIMS' OF CONTRACTOR

Bills to be submitted monthly

Clause 56: The contractor shall deliver in the office of the engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the engineer-in-charge may from time to time prescribe, showing details of any rate, amount, and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled up to the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the engineer-in-charge under or in respect of, or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have not right to enforce any claim not so included, whatsoever be the circumstance.

Claims for payment of extra- ordinary nature to be referred to Govt, for decision

Clause 57: No claim for payment of extra-ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the engineer-in-charge, or claim for compensation where the work has been temporarily brought to a stand-still through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the District Government.

Time limit for unforeseen claims

Clause 58: Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted a claim in writing to the engineer-in-charge within one month of the cause of such claim occurring.

Claim for compensation for Delay in the execution of work

Clause 59: No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartments. The rates inclusive for hard or rocky soil, excavation mud, sub-soil water or water standing in borrow-pits, and no claim for extra rate shall be entertained, unless expressly verified by engineer-in-charge and confirmed by / Superintending Engineer

Action when whole of security deposits its forfeited

'Clause 60: In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the security deposit or in the opinion of the engineer-in-charge has abandoned the contract. or is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the government in defiance to the provisions of clause 32 hereof, the engineer-in-charge on behalf of the government, may, after giving fourteen days' notice in writing to the contractor, rescind the contract for which rescission notice in writing to the contractor under the hand of the engineer-in-charge shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of government. And in case, the contract shall be rescinded under the provisions aforesaid:

i)The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

ii) The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this contract, unless and until the engineer-in-charge will have certified it. writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the engineer-in-charge to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the engineer-in-charge, the amount of such excess shall be deemed a debt due by the contractor to the government and shall be recovered accordingly

Work at the risk and expense of the contractor

Clause 61: In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the

engineer-in-charge, such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred of the government or the engineer-in-charge by the contract, the engineer-in-charge on behalf of the government after giving fourteen days' notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the engineer-in-charge be desirable:

(a) to measure up the work of the contractor and to take such part thereof, as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, had the whole of the work been executed by him (of the amount of which excess, the certificate in writing of the engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the government under the contract or otherwise, or from his security deposit or from the value of the performance security given by the contractor under clause 7 hereof.
(b) to employ labour paid by the department and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and plants of the amount of which cost and price, a certificate of the engineer-in- charge shall be final and conclusive against the contractor, plus departmental charges on the amount so incurred equal to ten percent or such smaller amount as the engineer-in- charge (whose decision in writing shall be final) may decide, and crediting him with the value of the work done, in all respects, in the same manner, and at the same time and rates, as if it had been carried out by the contractor under the terms of his contract; (the certificate of the engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor).

In the event of any of the above courses mentioned in this clause being adopted by the engineer-in-charge, the contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement or made any advances on account of, or with a view to, the execution of the works or the performance of the contract.

Contractor remains liable to pay compensation of action not taken under clauses

Clause 62: In any case in which any of the powers, conferred upon the engineer-in-charge by clause 60 or by Para (a) of clause 61 hereof, shall have become exercisable and the and same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession or require removal of or call CS contractor' etc

In the event of the engineer-in-charge putting in force either of the powers vested in him under clause 60 or pan (a) of the preceding clause, he may, if or he so desires, take possession of all or any tools, constructional plants, materials, and stores, in or upon the works, or the site thereof, or belonging to the contractor, or procured by him and intended to be used far the patron of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable at current market rates to be certified by the engineer-in- charge whose certificate shall be final; Otherwise the engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, construction plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the engineer-in- charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the engineer-in-charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

Contract may be rescinded and security deposit forfeited for subletting, bringer if contractor becomes insolvent

Clause 63: If the contractor shall, in defiance of the engineer-in-charge's instructions to the contrary or without his written approval, assign or sublet his contract or attempt to do so; or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan pre- requisite, reward or advantage, pecuniary or otherwise, shall dither directly or indirectly be given, promised or offered by the contractor, or his servants or agents to any public officer or person in the employ of government in any way relating to his office, or employment; or if any such officer or person shall become in any way directly or indirectly interested in the contract; the engineer-in-charge may thereupon

by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of government and the same consequence shall ensue as if the contract had been rescinded under clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work there for actually performed under the contract:

Deduction of amount due to government on any account whatsoever to be permissible from any sums payable to the contractor

Clause 64: Any excess payment made to the contractor inadvertently 01 otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the government by the contractor in respect of this contract or any other contract or work order, or on any account whatever may be deducted from any sum whatsoever payable by government to the contractor, either in respect of this contract or any work order or contract, 6r on any other account by other department of the government; or recovered from the contract as arrears of land revenue.

SETTLEMENT OF DISPUTES

Procedures in disagreement Contractor

Clause 65: In the event of any disagreement between the engineer-in-charge and the contractor arising out of the contract, the matter, shall first be referred to the / Superintending Engineer for decision who shall alter making such enquiries, as he may deem fit give his decision in writing not later than three months after the reference is made to him. The period for decision of the case by the / Superintending Engineer may, however, be extended by the chief Engineer Punjab Building Deptt. Lhr. under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the / Superintending Engineer and shall proceed with due diligence, whether arbitration is intended or not. If the contractor be dissatisfied with the decision of the /Superintending Engineer or if his decision is not forthcoming within the stipulated or extended period/ periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in waiting of such intention to the Superintending Engineer within a period of twenty eight days of the receipt of the Superintending Engineer decision or in case no decision is given, at the end of the period or periods within which the Superintending Engineer was to give his decision, the said notice shall contain the cause of action, material facts of the case and

Contractor dissatisfied with the decision of the Superintending Engineer

relief sought failing which the decision of the Superintending Engineer shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Superintending Engineer

Increase in amount of claim once preferred not allowed

The subsequent inflation/increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Reference to arbitration

A reference to arbitration shall be made by the contractor ii* writing not later than three months after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

Dispute for arbitration limited

(a) Disputes which may be referred to arbitration shall be limited to:

(i) Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract; or/and

(ii) The meanings of the operation of any part of the contract; or/and

(iii) The fights, duties and liabilities of other party to the contract; and

(iv) Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination:

Provided that those matters for which provision has been made in the contract for final and binding decision by the / Superintending Engineer or the Engineer-in-charge shall be excluded from arbitration.

b) The venue of arbitration shall be in Punjab. The contractor will have to deposit 20% of the amount of the claim up to Rs. 0.20 million and 10% of claims, exceeding Rs. 0.20 million along with the claim. This amount will be refunded after the Award has keen made Rule of the Court. Otherwise the amount deposited will be forfeited.

Arbitration

c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same hall be referred to the decisions of a sole arbitration to appointed by the Chief Engineer, in charge of the District region, from among the officers of the works & services not below the rank of Superintending Engineer and other than.

	the Superintending Engineer in charge of the work. In case the claim preferred is for an amount up to half a million rupees, the decision of the sole arbitrator in such cases shall be final and bidding on the parties concerned. d) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators to be appointed from the Superintending Engineer of the department, other than the Superintending Engineer in charge of the work, one to be nominated by the Chief Engineer of the region concerned and the other by the contractor. In the case of the said two arbitrator; not agreeing, the case shall be referred to the award of an umpire who shall be an officer of the department not below the rank f Chief Engineer to be appointed by the Government in the administrative department. The decision of the two arbitrators/umpire, as the case may be, shall be final and binding on the parties' concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

Schedule showing (Approximately) material to be supplied from the departmental store for works contracted to be executed and the rates at which they are to be charged for (See clause 30)

Particulars	**Rates at which the material will be charged to the contractors**	**Place of delivery**
Bitumen in Drums Unit	Unit Rs	Highway Store all

as per policy of the government vide P&D Department No. 4/54 P&D Ro (R&B) 90 Dated, 15-12-93, the bitumen of required quality and grade i.e. 80/100 shall be arranged by the contractor himself and department

Note: No payment for the carriage of Bitumen from Highway Store to site of work will be made to the contractor.

Note: The person or firm submitting the tender should see that the rates is the above schedule are filled up by the Executive Engineer/District Officer before the issue of the form prior to the submission of the

SCHEDULE SHOWING EQUIEMENT TO BE SUPPLIED BY THE GOVERNMENT OF THE REQUEST OF THE CONTRACTOR SEE CLAUSE 30) (THIRTY)

4 HIRE CHARGES OF EARTH MOVING/ROAD MAKING MACHINERY W.E.F. NEW ROLE 2007 AT WEBSITE OF FD.

The Equipment and/or constructional plant, listed in the following table available with the Employer and can be provided to the contractor at his request at the rental rates places set our therein.

Sr.No	Description	Hire Charges per day without Cost of POL Crew. Transportation Charges & Running Repairs
1	2	3
1)	D.R.R. 8-10 Tons Capacity	Rs: 554/50
2)	D.RR 1.0-12 Tots Capacity	Rs:632/-
3)	D.RR 15-18. Tons Capacity	Rs: 754/-
4)	Self Propelled-V.R.R. (Italian)	Rs.1450/-
5)	Self Propelled V.R.R. (Russian)	Rs. 740/-
6)	V.R.R. (VSH-100) 8-10 Tons	Rs. 1753/-
7)	V.R.R. Toe Type	Rs.480/-
8)	P.T.R CP-10 (Romania)	Rs. 97 1/-
9)	Bulldozer D-4 S-650 (Romania)	Rs. 1234/-
10)	Bulldozer D-6	Rs. 1756/-
11)	Bulldozer D-7	RS; 1818/-
12)	Bulldozer D-50-A (Komatsu)	Rs. 2232/-
13)	Bulldozer TD-18/20	Rs/1842/-
14)	Bulldozer D-8ATD-24.	Rs.2292/-
15)	Bulldozer D-8-K	Rs. 4486/-
16)	Bulldozer D-7-G	Rs.2992/-
17)	Motor Grader (130/HP) (Komatsu)	Rs, 1435/-
18)	Dan Power Loader	Rs. 1507/-
19)	Elevating Scraper WABCO	Rs.5300/-
20)	Self Loading Dumper	Rs. 1 149/-
21)	Dump Truck 5-CU Yard	Rs. 1394/
22)	Truck 5-10 Tons'	Rs.833/
23)	Tractor 45-46 HP	Rs 620/-
24)	Truck Mounted Crane (Hvdrocone)	Rs 2192/-
25)	Byre Crane 7 5 Tons	Rs 2077/-
26)	Sheep Foot Roller 'Toe Type"	Rs,240/-
27)	Tar Boiler	Rs.150/-
28)	Water Tank Toe Type	Rs 225/-

Deputy Director (II)
for Chief Engineer.
Highway Department

Contractor Witness witness Ex.Engg. Distt: Officer/ TMA

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 2	Price at Places which are to form basis of Price Variation
1	2	3
(i) Cement	Javadan Cement Karachi (Ex-factory) w.e.f 06.04.2005	Bestway Cement Limited
(ii) Steel (a) M.S Bars (Plain & defermed)	Pakistan Steel Mills Karachi w.e.f 6.4.2005	Pakistan Steel Mill Karachi
(b) M.S sections	Pakistan Steel Mills Karachi w.e.f 6.4.2005	Pakistan Steel Mill Karachi
(b) High Tensile Steel Wire	Metropolitan Steel Corporation Ltd Karachi we f 6.4.2005	Metropolitan Steel Corporation Ltd, Karachi
(d) M.S & G 1 pipe	(i) s Karachi Pipe Mills Ltd Karachi (n) M/s Poineer Steel Mills Muridke, Distt. Sheikhupurs w.e.f 6.4.2005	i) M/s Karachi Pipe Mills Ltd, Karachi. 1) M/s Poineer Steel Mills Muridke, Distt. Sheikhupura
(iii)Asbestos cement pipes	M/S Dadax Efemit Ltd. Karachi	M/s Dadax Etemit Ltd, Karachi..
(iv) P.V.C. Pipes	Pakistan PVC Ltd. Karachi w.e.f 6 4.2005	Beta Pipes. (M/s Shaft Sons Engineering (Pvt) Ltd.
(v) Cement and Steel Bars for R.C.C pipes	As per item (i) & (ii) above	As per item (1) & (11) above
(vi) Bitumen	National Refinery Karachi w.e.f 6.4.2005	Attock Petroleum Ltd, Karachi.
(ii) High Speed Diesel	w.e.f 6.4.2005	To be ascertained by Advisory Committee notified by Govt.
(viii) Bricks a) Bricks. b) Tiles c) Gutka	To be notified by the Government	To be notified by the Government
(ix) Stone aggregate a.Stone metal for sub base b.Stone metal for base course. c.Crushed bajri	To be notified by the Government	To be notified by the Government
(x) Labour	To be notified by the Government	To be notified by the Government

GOVERNMENT OF THE PUNJAB

_____Department

CONTRACT AGREEMENT (See Clause 6)

This agreement made this_____ _____day of

_____20_____ ____BETWEEN THE GOVERNMNT OF THL PUNJAB

(hereinafter called the as represented by Division_____ on the

one part and_____(Hereinafter called the contractor) on the other part.WHEREAS tenders have been received by the Government for the

Construction, completion and maintenance of _____

_____

(Name of work)

as well as possible new and ancillary works associated therewith which have to be executed in accordance with the contract document, and the tender by the contractor, for the construction completion and maintenance of such works has been accepted by the Government

NOW, THEREFORE for and consideration of the promises convener's and agreement hereinafter contained and to be performed by the parties here: covenant and agree as follows

(i) In consideration of the covenants and agreements to be; performed by the contractor and for the faithful perfuming:

Contract and the completion and maintenance of works emb-a- therein, according to the specifications, drawings and conditions near contained are referred to the government shall pay and the contractor shall receive and accept as full compensation for everything furnishing and done by the contractor under this agreement and the tender price stipulated in the contractor's tender at the times and in the manner prescribed by the contract.

(ii) The said work shall be started within the period specified in item No (1) of the memorandum of work-following the, receipt of a written order _____

Division _____to _____proceed_____

_____with and the contractor shall complete fully the works within the stipulated period reckoned from the commencement of work, subject to such extension of times as may be granted under the conditions of contract except for maintenance which shall be completed within the period named in item (g) of the memorandum hereto annexed after issuance of the final certificate of completion.

(iii) The following documents shall be deemed to form and be read construed as part of this agreement.

a) The said tender and covering letter and subsequent undertaking if any

b) T wings.

c) The condition of contract and additional conditions, if any

d) The specifications;

e) The bid schedule;

f) Addendum No. 1 to_____
(Which have been incorporated in the tender)
g) Schedule of materials to be supplied from the departmental store.
h) The scale of rates and prices;
i)The letter of acceptance; and
j) The performance security.

(iv) All disputes of differences between the parties in connection with or arising out of this agreement shall be settled in accordance with the provision of relevant clause of the conditions of contract.

IN WITNESS WHEREOF, The parties have here into set their respective hands and seals the day and the year here in before set forth.

Signed by_____ Signed by_____
(Contractor) (Executive Engineer)

_____Division
For and on behalf of Governor of the Punjab

WITNESS

1._____

2._____

SPECIFICATION FOR LAYING OF BRICK ON END "ENDING"

Before spreading of the crushed stone base course the brick on and edging shall be laid on both sides of the road. The depth of edging, q shall be 9" (nine inches) and thickness 3" (Three inches). Due care shall be taken so as to ensure that the compacted Sub-Garage is not disturbed. The digging of channel to house the brick edging shall be perfectly in as straight line except on curve to correct line and level and shall be properly held in position by filling excavated material in the crevices on both sides of the brick edging. Thorough compaction shall be carried out close to the brick edging either by means of iron hammer or power roller. In case the sub-base is unduly disturbed, it shall be set right by the contractor at his own cost. The nominal size of bricks used in the edging shall be 9"X4/2 X3" (nine inches by four and half inches by three inches) and shall conform in quality and shape and crushing strength to first class burnt bricks, as per Standard Specifications for Road and Bridge Construction First class burnt bricks, as per Standard Specifications for Road and Bridge Construction First Edition, 971, Section 1041 (one thousand and forty one). The bricks shall, however be slightly over burnt. The bricks on end course shall be laid with closed joints over 1 (one) inch send cushion and sand grouted. The top of edging after laying and consolidation of the base-course layer shall be in level with the top of the base course Before the laying and consolidation of base course is undertaken, the brick edging shaft be held on the outside by earthen shoulders duly compacted to a width of at least 4 (four feet)

MEASUREMENTS: Measurements shall be taken in linear feet separately for? Both sides along the Centre line of the road and the unit of measurement for the rate shall be 100 running feet.

RATE The rate for brick on end edging as described above shall include the cost of all materials delivered at the site of work and labour for all operations including laying of earthen shoulder on outside of the brick edging for holding it in position.

The rate shall include the cost of brick on end edging on one sin> or >y arid payment shall be made for work done on each side separately.

ADDITIONAL CONDITIONS

1. The contractor shall quote rates for buildings portion, electric portion, sanitary and plumbing portion separately, I /c all types of carriages. No extra carriage for any material will be paid GOVERNMENT OF THE PUNJAB MARKET ITEM RATES JULY 2004 WITH AMENDMENTS ISSUED UPTO THE DATE OF RECEIPT OF TENDER
2. Any type of mistake detected in respect of market item rates shall be amended according to the correct Schedule of Rates with the amendments issued up to the date of receipt of tender.
3. Conditional tenders or tenders without treasury Chillan or deposit at call will not be considered/entertained.
4. The programme for the execution of work. The arrangement of transport, machinery, materials and labour will have to be submitted along with the tenders or immediately after it, to the Engineer-in-Charge.
5. The contractor shall be expected to make himself acquainted with local features and weather conditions etc, and make his arrangements in such a manner that unfinished work is in no danger from storms, floods, etc. Claims from the contractor on account of loss arising from weather abnormalities shall not be considered by the Department.
6. The market item rates tendered by the contractor will be approved on the gross amount (Value of finished work including cost of material whether purchased from Government or directly).
7. The rates given in the tender call notice of items for which market item rates are applicable include all carriage, and handling of material to the site of work, No extra payment for carriage o' material for such items either arranged by the contractor or supplied by the department will be made.
8. The department reserves the right to reject any or all the tenders without assigning any reason.
9. If the contractor withdraws his tender within 60 days of the date of the opening of the tender, his earnest money with be forfeited to Government.
10. In case of firm/company, the constitution of the 'irm/company along with the names of the attorney/ atomies of the firm/company authorized to represent the firm/company and to receive the cheque along with power of attorney must be provided at the time of submitting the tenders.
11. Before any constructional material is brought to the site of work, the contractor shall submit to the Engineer-in-charge, representative samples of material he proposes to use. The samples after approval will be retained by the Engineer-in- charge in his custody and the contractor shall be responsible for ensuring that material conforming to such samples are used throughout the contract failing which the material will not be accepted and on written or verbal direction of the Engineer-in-Charge must be removed forthwith from the site of the work.
12. Samples of door and window fittings which the contractor proposes to use should be got approved in advance from the Engineer-in-charge who would approve these keeping in view the samples approved by the Superintending Engineer / Execute District Officer (Works & Services) for the entire Circle. Approved samples shall be retained by the Engineer-in-charge in his custody and the contractor shall be responsible for ensuring that material conforming to such samples are used throughout the contract failing which the material will not be accepted and on written or verbal direction of the Engineer-in-charge must be removed forth with from the site of the work.
13. The contractor shall be responsible for housing, sanitation and medical treatment of the labour employed by him and shall carry out ail the departmental rules framed on the subject
14. Should an accident occur and a claim for compensation be instituted, the contractor shall have to pay compensation to the injured workmen or in case of death to their hundred and twenty three. Contractor should, therefore, in their own interest take all precautions to guard against accident on their work.
15. Labour will be paid by the contractor regularly. Any complaint of arrears due to labour will make the contractor liable to stoppage of payment from the department
16. It the work is not started within 15 days from the date of acceptance letter, the earnest money will stand forfeited to Government.
17. The contractor, shall before commencement of any work set out accurately the position as shown in the lay out plan and other drawings. He shall wheneve directed establish permanent bench mark out the work, the pegs and other marks shall be checked by the Sub Divisional Officer who shall then certify in writing that

the work is correctly set out and that the construction may commence. Any work done in contravention to this, shall entirely be contractor's responsibility and may be dismantled if required by the Engineer-in-charge at the cost of the contractor

18. The contractor will have to make his own arrangement for water and in case water is used from Government taps of corporation taps, the contractor will be responsible to pay the charges as fixed by the officer in charge of the water supply and the same will be deducted from the bill of the contractor if he fails to pay the water charges Foundation trenched shall have to be got inspected and approved by the Engineer- in- chare before the foundations are laid.
19. No masonry work on lean concrete will be taken in hand unless the concrete is approved by the Sub Divisional Officer in charge.
20. The contractor will make his own arrangement at his cost for scaffolding, Hollering and cent ring etc, required for the execution of all types of work.
21. The cost of material received from dismantling, if any, will be deducted from the bill of the contractor at market rates (as decided by the Superintending Engineer / Executive District Officer whose decision shall be final), if it is used by him on construction work. If the contractor does not return the unused dismantled materials its cost win be recovered from his bill at double the market rates.
22. All rates unless otherwise specified include the cost of the following and any fluctuation thereof:-
23. Royalty, milkman, control, terminal tax, sales tax, water super tax, customs and excise duty, emergency tax, water tax, and any other tolls taxes and levies imposed by Central or provincial Government and Local Authorities.
24. The contractor shall study the drawing and bending schedules and report any accuracy in dimensions or is concordance.
25. The quantities of items shown in the bid schedule and the estimated cost of tender can be decreased or increased by the Engineer-in-charge (the increase in amount being limited to twenty five percent of the estimated cost of tender) or to take away any item or part of work at any time if ft is deemed necessary by him without assigning any reason and reality it to any other agency after giving notice to the contractor and this shad not invalidate the tender nor effect the tendered rates in any case, nor any claim on this account shall be entertained.
26. The contractor shall faithfully carry out the work as per plan supplied to him and no deviation or alternation will be accepted unless executed with the written permission of the Engineer-in-charge.
27. The department reserves the right to arrange and issue any material available in stores at stock issue rates plus storage charge as approved by the Engineer-in- charge or at the market rates which ever is more, for bonfire use on work.
28. It shall be the responsibility of the contractor to remove debris from the site of works and leave the place neat and tidy after the completion of work. Nothing extra shall be paid for it
29. The contractor shall be responsible to the department for giving exact account of materials issued from Government stores is any used by him on the construction work.
30. In case of excessive use of material or some pilferage or outside sale by the contractor having been detected, the contractor shall have to pay the cost of such material at penal rates which shall be double the issue rates plus ten percent supervision charges in addition to the storage charges as worked out and approved be the Engineer-in-charge.
31. The plant and machinery such as mechanical concrete mixer, band mixers, vibrators, water pumping sets-, screens, measuring boxes, compaction and gradation consol equipment,, steel moulds for cubes etc, required for the work shall be arranged by the contractor himself at his own cost. Any plant and machinery, if available with the department may be issued to the contractor, at the direction of the Engineer-in-charge & on hire, at approved rates and the contractor will be responsible for its carriage from the place, it is delivered and returning it in working condition. He will also be responsible for the working charges of crew and hire charges. The idle days which happed to occur on account of natural causes or major break down in machinery will be charged to the contractor provided the Sub Divisional Officer certifies such period.
32. Any amount due to the Government for the contractor for this work or otherwise will be recovered from any amount due to him from nay work in the same will be recovered as arrears of Land revenues in case of default by the contractor.

33. The contractor shall make adequate arrangements for proper curing through pumping sets, hose pipes etc, of all cement concrete, reinforced cement concrete and brick work etc..
34. Consumption of cement brought by the contractor will be controlled by the Engineer- in- charge. However, watch and ward of the stores shall be the responsibility of the contractor.
35. The contractor shall uncover any part or parts of the works or make openings in or through the work or search for the cause of any defects, imperfection or any other reasons/ purpose as the Engineer-in-charge may from time t> time direct and shall reinstate and make good after such un coverings, openings, to the satisfaction of the Engineer-in-charge. Nothing extra be payable on this account.
36. The washing platforms, water tanks, stacking platforms and material bins for storing screened and washed material will have to be provided by the contractor at site at their own cost in size and numbers sufficient be adequate for construction purposes.
37. The proper type of screens, test sieves, templates and measuring boxes will be arranged by the contractor at their own cost and got approved from the Engineer-in- charge before using those at site.
38. No item of work will be commenced unless Engineer-in-charge for (or Sub Divisional Officer In charge) is informed before hand and he authorizes commencement after satisfying that the arrangements with regard to setting out, materials, labour, machinery and T & P etc, are completed and adequate in all respects.
39. Any other item not provided in the B.O.Q. can be got executed by the contractor after getting the non schedule rate approved from the Superintending Engineer-in- charge/Executive District Officer in-charge.
40. The work of building construction will have to be co-ordinate with the work of watering supply, sanitary and electrification. Nothing extra shall be payable to any contractor on this regard.
41. The security deducted from the bills of the contractor may be deposited with Schedule Bank of Pakistan as interest bearing security, if the contractor makes written request in this regard.
42. G.I pipe manufactured by the Government owned institution like Pioneer steel Mills, PECO, Karachi Pipe etc, will be used and payment shall be released only on the production of memos from authorized dealers of manufacturers.
43. All sanitary ware shall be 1.C.L. Karamcara make or from similar approved manufacture of the same standard. Where China ware flushing tank is not being proposed, plastic flushing tank of Goldman, Lucky or similar approved manufacture of the same stemware will be provided,
44. The thickness and weight of ail soil pipes and special shall be as per totals given in the specification i.e. 22(1) of West Pakistan Buildings and roads Specification Vol-ll (Public Health Portion) of 1956 Edition.
45. Full payment for water supply line shad be made only after testing the line for which certificate shall be recorded in the measurement book.
46. Laying of P.V.C. pipes of sizes in recesses will be done side by side the building works.
47. The contractor shall follow the detailed working wiring diagram showing location of switches and electric points duty approved by the Engineer-in- charge.
48. All electric P.V.C cables for wiring shall be manufactured by Pakistan Cables Ltd. Karachi and Newage Lahore.
49. All accessories shall be of genuine Pakistan Plastic industries Ltd, Karachi.
50. P.V.C. Cable shall be in full length from switch to electrical points and from B D.B. to switch Boards i.e. loop system shall be adopted.
51. For joining P.V.C. pipes PVC solution/ water proof same pound shall be used and nothing extra will be paid.
52. All watt socket points shall include plug comprising of 3 pin 5 Amps, wan socket shoe cut-out for fuse grip and base (Kit Kat) and switch. No' separate payment of plug shall be made hi caste of 3 pin, 5 Amps wan socket points, whether on surface of recessed.
53. All iron clad main switches, fuses and out puts shall be of China mar1 > of approved quality. In case of non-availability of imported one, FICO or Sandlex as Approved by the Engineer-in-charge will be provided.
54. All branch distribution boards shall be provided with imported fuse base and grips In

case of non-availability of imported fuse bases and grips. FICO or EMCO made as approved by the Engineer-in-charge shall be employed.

55. All wall sockets shall be of 3 pin type and the 3rd pin shale be earthed
56. Through cooper wire No. 16 SWG running inside the metal conduit/PVC conduit. No separate payment for the earthling of 4 pin 5 Amps wall socket point shall be made
57. The work will be carried out strictly in accordance with the West Pakistan specification is enforced in the Punjab Buildings Department and to the entire satisfaction of the Engineer-in-charge
58. Use of constructional water will be only as per quantities specified and as permitted by the Engineer-in-charge or Sub Divisional Officer in charge
59. For face work, bricks shall be selected for trueness of edges, shapes and colour, no extra payment being due for this. Caro shall be taken that the bricks are not chipped off of stained as the work proceed.
60. Masonry with hungry and hollow joints and without proper bond and properly stepped in with the rest of the work will not be accepted
61. All putlog holes. if at all allowed by the Engineer-in-charge shall be filled, in advance to the plastering as the scaffolding is being taken down
62. Samples of steel to be used in reinforced cement concrete work shall be got tested the Engineer-in-charge and the contractor will have to bear the expenses for such tests
63. There should be at least two such samples for each batch received at site The slump tests should have to be carried out white concerting and the slump maintained for various items as per specifications or as slump testing apparatus for the same at their cost. Any work done against the instructions will be liable to Le ejected but right
64. No pouring of concrete for Reinforced Cement concrete shaft be permitted without the use of proper concrete mixers, vibrates and proper centering and shuttering there should be at least a double set of mixers and vibrators when the concrete is being poured to have at least as stand by
65. Cutting and binding of MS ban will have to be done by the strictly. Engineer-4n- charge No superfluous length or lap spaces etc, nor any wastage will be payable to the contractor.
66. The testing of concrete to ensure that the specified strength as par specification or as desired by the Engineer-in-charge is being achieved will be got done by the contractor at his own cost. This will include the preparation of cubes with uniform square face, their preservation without any damage, curing, transportation to be approved laboratory and the testing charges of the laboratory. The test resulting for the compressive strength «< concrete cubes will have to be submitted regularly while the work proceeds.
67. The raising of columns and members similar to these will not be permit tee exceeding three to four feet in height.
68. Reinforcing steel shall be of intermediate grade deformed bars with yield stress not less than 40000 Lbs: per square inch. This shall be supplied by M/S PECO Lahore M/S Abdul Qayyum Fazal Muhammad Limited. Lahore or Ittafaq Industries Lahore or similar approved. Receipt for purchase from such suppliers shall be enclosed with the bite
69. Source of stone for use in stone masonry will be approved by the Engineer-in- charge
70. Unless specified otherwise pressed steel hollow door frames for all buildings shall be used. Edge bead made from expended metal shall be used on the vertical edges such as jambs of door and windows etc.
71. National tiles manufactured by National Tiles and ceramics limited are approved for CIS in project of the Buildings Department or similar make to the entire satisfaction engineer-in-charge
72. Work will be executed strictly according to the scope and the provision of technically sanctioned estimate Items of work executed in violation of the provision of the sanctioned estimate in respect of location, scope specification quantities and the rates would not be entered nor paid by field formation.
73. The running payment of pipes will be made only after field and laboratory testing of laid pipe Carriage and laying of pipe will be done in coordination with the approved manufacturer A certificate from the manufacturer regarding satisfactory laying of pipes will be provided by the contractor prior to running payment.

74. Starters and electrical panels required to run the motor will be arranged from the same manufacturer who has supplied the Motor (e g SIEMENS etc)
75. Non return valves and gate valve to be fitted with machinery is to be arranged from same manufacturer from whom machinery is arranged
76. if any excess payment or incorrect payment is made to the contractor by error it will be recoverable from the contractor Similarly any amount pointed out during pre- audit or post audit will be recoverable from him.
77. The Engineer Incharge will decide the manufacturer of machinery and pipe and his decision will be final
78. In case of any dispute. the contractor will adopt the procedure laid down in the relevant clause of the contract agreement. If any other forum or court is approached. it may be considered as miss conduct on the part of contractor As a first step the enlistment of the contractor will be suspended till decision in such forum.
79. As per notification of the Finance Department vide No RO(Tech)FD1-2010 dated 04-09-2012 The Successful bidder shall deposit the performance/Additional performance security as prescribed. failing his tender will be cancelled & call deposit forfeited Performance security and security deposit will only be returned as per agreement after handing over of the scheme/work to the client department/maintenance agency
80. The lowest bidder will provide practical demonstration of the system within 7 days after receipt of Notice from the Executive Engineer, failing which his tender will be cancelled & ca.: deposit forfeited

ADDITIONAL CONDITIONS FOR HIGHWAY DEPTT:

The following conditions shall apply in addition to the General Conditions specified in contract from for execution of works forming part of the Tender documents

1. The work shall be carried out strictly in accordance with the Government of the Punjab Highway Department standard specifications for Road and Bridges Construction (Latest Edition) is amended up to date which form an integral part of the contract except where otherwise specified
2. In case of firm/company the power of Attorney must accompany the tender The Contractor shall, before commencement of any work set out accurately the position as shown on the lay out plans and other drawings. He shall wherever directed established permanent bench marks of his own cost adjacent to the work After the contractor having set-out-the work the pages and other marks shall be checked by the Sub Divisional Officer personally who shall then certify in writing that the work is correctly set out and that construction may commence Any work done in contravention to this shall entirely be the responsibility of the Contractor and may be dismantled if required by the Engineer at the cost of-the Contractor
3. The Contractor shall arrange at his own cost borrow areas for obtaining suitable fill material for the embankment and sub grade as approved by the Engineer The borrow areas shall not be located within the right of way of the road. No borrow pits shall be located within the Highway Land as well as within thirty meters of the toe of the embankment
4. Arrangement of the requisite plant and machinery, compaction and gradation control equipment, leveling instruments. templates and-straight edges etc. shall be the sole responsibility of the Contractor
5. How ever any plant and machinery. if available with the Department, may be given to the contractor on hire at the rate to be fixed by the Engineer. The Contractor shall be responsible for carriage of such machinery from the place of availability and return it where directed within the jurisdiction of Highway Sub division concoct The hire charges shall be recovered from the date the machinery is physically handed over to the Contractor up to the date it is physically returned. The hire charges shall be recovered irrespective of the fact that the machinery remained idle in the custody of the Contractor due to any reasons
6. The contractor shall be responsible for its safe custody. proper maintenance and timely servicing and routine repair costing not more than Rs 50% any one time to keep the machinery in good working condition during the period the machinery remained with him The Oil/Lubricants shall be checked/changed under the direct supervision of the Sub Division Officer In charge The hire 'charges in addition to the pay of crew and the POL which shall be procured by the Contractors at his own cost, in respect of the equipments machinery mentioned in the schedule annexed here-to are shown against each

7. The Contractor shall provide his own Tar Boilers and Water Lorries in requisite number as determined by the Engineer. The Contractor shall not be allowed to commence the work w without adequate arrangements of water and sufficient number of water lorries which shall be equipped with proper sprinkling arrangements.
8. The Contractor shall not be allowed to use the inspection road made and maintained by the department. He shall have to make and maintain his own haul road.
9. The contractor shall protect his work from damage by traffic or otherwise and no material shall be stacked within the formation limits. The Contractor shall provide and maintain a field control laboratory at site of work with necessary accommodation and requisite sets of equipment and trained personnel to carry out the following day to day tests

i. Gradation control tests for aggregate materials for sub base, base and surfacing.
ii. Compaction control test for sub grade, sub base and base course
iii. Test for temperature .control for heating the bitumen and rate of spread of bitumen and aggregate.

The Contractor shall make the above equipment available to the Engineer's representative free of cost, for any testing which he may direct to be carried out for verification of the results carried out by the Contractor or otherwise.

10. The Contractor shall carry out the following minimum number of final tests to ensure that the work carried out by him conforms to the prescribed specification. The test results shall be recorded in the prescribed forms and shall be produced on demand to the Engineer or his representative

a. For gradation control of aggregate, at least one sieve test for every 2000 Cft (Two thousand cubic feet).
b. For determination of field compaction as per specified compaction of the sub grade, sub base and base, a minimum of one test for every 100 linear feet of a road shall be carried out- The location of the tests shall be scattered all over the width, not according to any set pattern, so as to get true representation of the degree of compaction achieved. These tests shall be repeated for each layer compacted. c. Laboratory densities, at least once for each AASHO soil group 'or sub group And at least one for each one thousand linear feet of embankment: Similarly for sub base and base course materials at least three initial Laboratory densities shall be determined for each source of aggregate
d. For quantity of bitumen and aggregate in bituminous surfacing a minimum of one test shall be carried out on a day's job and temperature of bitumen shall be observed every 'hour of the work.

11. All jungle clearance beforethecommencement of work, will be the responsibility of The Contractor and no payment willbe made on this account. The tree shall however be got removed by the Department itself or the Contractor paid for the same.
12. Service road shall be made/maintained by the Contractor at his owncost without and extra payment from the Department.
13. The bitumen for use in the road work shall be obtained by the contractors from NA IIONAL REFINERY LTD, KARACHI, and documentary evidence in support thereof Shall be produced to Executive Engineer for his reference and record.
14. Any other item not included in Bid Schedule if got executed at site will be paid as per item rate based on MRS.
15. In case of variation in T.S. rate and Quoted rate of particular item is beyond permissible limit, then the running payment of such item will allowed at the rate provide in T.S. estimate with in permissible limit, during the course of execution of work. The balance payment on account of variation on rate will be allowed at the completion of the project of completion of item with extra ordinary low rate which ever is earlier.
16. Work will be--executed strictly according to the scope and provisions of technically Sanctioned estimate. Item of work executed in violation of provision of the sanctioned estimate in respect of location, scope, specification, quantity and rate would not be entered nor paid by the field formation.
17. Clouse 37, 41 & 60 of the tender contract documents shall be operated by the Engineer in charge after obtaining prior approval form the competent authority as per Delegation of Financial Power Rules 2006.
18. The secured advance in terms clause 45 of the agreement shall be paid only for the imperishable materials brought-ill site and which the contractor intends to consume within reasonable time and be recovered on its actual consumption or 3 months whichever is earlier.
19. Any contracting agency quoting the rates (Cost of tender below 5% of the estimated figure), the deficient amount i.e below 5% of the estimated cost would be deposited in cash within 07 days of the issuance of Acceptance letter otherwise his contract will be - rescinded and earnest money forfeited in favor of the Government in Public interest along with black listing of the firm.
20. The contractor shall keep the entire reach of road allotted to him "Patch Free" at his own cost for smooth running traffic.

BANK GUARANTEE (See Clause 7)

Penal sum of bond _____
(express in words and figure)

KNOW ALL BY THESE PRESENT THAT Mr./Messrs

_____ Whose official address
(Name of contractor)

Is _____

as principals^) (hereinafter referred to as principal) and the Bank of Punjab er scheduled Bank(s) of Pakistan (hereinafter appearing in the schedule of sureties, as sureties (hereinafter some times called the surety at the request of the principal are held and firmly bond to the Government, of the Punjab acting through the DPD/EE/ DO. _____ or his successor or assigns) a body organized and existing under and by virtue of laws of laws of the Government of the Punjab, in the penal sum of the amount stated above, lawful money for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

PROVIDED THAT We, the sureties, bound ourselves in such surer jointly and severally as well as, severally only for the purpose of allowing a joint action or actions against any or all of us and for all others purpose, each surety bond itself, jointly, and severally with the principal for the payment of such sum only as set forth opposite its name in the following schedule:-

SCHEDULE OF SURETIES Name of

Bank, Branch and address Limit of liability

The conditions of the above obligations is such that:
WHERES AS, the tender of the above bounden principal has been accepted

and he has entered into a contract with the DPD/EE/DO _____

for the work _____
(Name of work)
on the …….. day of …… 20 ……

AND WHEREAS under the terms of the contract govemment has required the principal to furnish a performance guarantee to form a part of the contract.

NOW. THEREFORE, it is agreed as follows:-

(1) If the above bounden principal shall well truly and faithfully perform the contract the comply with the fulfill all the undertakings, terms and provision therefore, and company with all covenants therein contained and contained in the specifications, plan and other instruments constituting a part of the contract, required to be performed by the said principal, in the matter and within the time provided in the contract or any extension thereof that may e granted by the government with or without notice to the surety (s) and shall fully indemnify and the government, from all costs and damages which the government may suffer by reasons of failure so to do, and shall folly reimburse and repay the said DPD / EE/ DO _____ all our-lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution of defense of any action arising out of or in connection with any such default, and shall pay all persons who have contract directly with the work performed under the contract or any addition in or alteration thereto, or if the contract has otherwise been rescinded by the government under the provision of clause 60 of general conditions of contract, then this obligation shall be null and void and of no effect, otherwise to remain in full force and effect and virtue.

(2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of may matter or thing concerning that said contraction the part of the government or the Engineer-in-charge.. extension in time, alteration in or addition to the terms of the contract between the government and the contractor or to the extent and nature of the work be construed; completed and maintained there under, or the specifications accompanying the same skall in any way affect its obligations to this guaranty and it does hereby waive notice of any chai.ge, extension in time, alteration or addition to the terms of the contract, or to the specification

(3) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promise to pay the whole or any part of this anoint on demand to the DPD/EE/DO _____ without question and without reference to the principal Provided that the notice of demand be given by the aforesaid Engineer In charge, in writing to the surety.

IN WITNESS WHEREOF, the named principal and the surety have executed this instrument under its seal on this _____ day of 20 _____ the mane and corporate seal of the surety being hereto fixes and these presents duly signed by its undersigned representatives pursuant, to the authority of its governing body.

Principal

(Contractor) Address

Sureties 1 ……..Bank of Pakistan Ltd. or Bank Punjab _____ Branch

Seal

Signed sealed and derived by the said principal and sureties in the presence of:

WITNESS:

1 _____

Name _____

Address _____

2 _____

Name

Address

BANK GUARNTEE (See Clause 50 (b))

WHEREAS a contractor for the _____
(name of work) (hereinafter called the work) has

been awarded by the government of the Punjab, acting through the DPD /EE/ IX)
_____to

Mr./Messers _____
(Hereinafter called the contractor) (name of contractor)

AND WHEREAS, the contractor has constructed the said work and completed the contract or part thereof for which certificate of completion has been given by the concerned authority (DPD/EE/ DO etc.)

AND WHEREAS, clause 50 (b) of the general conditions of contract provides that the amount of security deposit retained by government in the above work or such portion of the security deposit as the engineer-in-charge shall determine with respect to a part of the work, having regard to relative value of such part of the work can be released to the contractor, provided the contractor produces a bank guarantee from the Bank of Punjab/Scheduled Bank in Pakistan of an amount equal to the amount of his security deposit as aforesaid, to the effect that the contractor shall repair and replace at his expenses all tfye damages and imperfections which may become apparent in all or any o the work mentioned in the contract within the balance period of maintenance after a certificate, final or otherwise of its complication has been given by the concerned authonty (DPD/EE/DO etc)

AND WHEREAS, the certificate of completion of the work or part of the work has been given by the DPD/EE/DO _____ day of _____ 20 _____ and the contractor is responsible to repair and replace such damages ad imperfection up to the _____ day of 20 _____

NOW THEREFORE, by this guarantee we M/s _____
Bank of Pakistan Ltd. _____
Branch _____ (hereinafter called the guarantor) do hereby bold and bound ourselves. Our successors and assigns, jointly and severally to the govemment in a sum of Rs _____ (Rupee _____)
in the manner hereinafter provided in the guarantee.

The condition of this guarantee is such that the contractor shall repair and replace at his own expenses all the damage and imperfections which become appeared in all or any of the works mentioned in the contract within the period mentioned in item (4) of the memorandum annexed with the contract, after a certificate, final or otherwise of day of 20 has its completion, being from the been given by the DPD/EE/DO to his satisfaction his successors except as a result of the consequence of war hostilities, whether direct or indirect (whether was be declared er not) invasión, act of foreign energy, rebellion, revolution, insurrection, military or usurped power, civil war, or riots (otherwise than among the contractor's own employees), commotion or disorder, failing which the guarantor binds himself, his successor or assigns, under this guarantee to pay to the government his success or in office or assigns, on demand and without question and without reference to the contractor, a sum here in before mentioned above

Contractor **Witness** **witness** **Ex:Engg/Distt: Officer/ TMA**

Provided that notice of demand of the said of Rs.

Rupees _____
Shall be given to the guarantee) in writing by the DPD / EE / CO.

_____

or his successor in or assigns.

Provide further that this guarantee shall be irrevocable and liability of the guarantor under this guarantee shall in no case exceed the aggregate sum of Rs _____ Rupees _____ and shall case after _____ day of _____ 20 _____

IN WITNESS WHEREOF, we the said guarantor have set out our hands to this deed of guarantee this _____ day of _____ 20 _____ pursuant to the authority of its governing body.

Guarantor _____

Name _____

Branch _____

Signed, sealed and delivered by the said guarantor person in the presence of

WITNEES:

1. _____

Name _____

Address _____

_____

2. _____

Name _____

Address _____