

BOARD OF MANAGEMENT

MULTANINDUSTRIAL ESTATE MULTAN



Tender Document

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**Board of Management Multan Industrial Estate
Multan**

PERCENTAGE/ITEM RATE TENDER AND CONTRACT FOR WORKS

Name of work. Lane Marking & Curb Stone Painting in Multan Industrial Estate from Nadir Abad Phattak to china Camp

1. Estimate cost: Rs. 2305929 /= (Rupees Twenty Three lacs Five thousands nine hundred and twenty nine)

(both in figures and words)

2. Time for completion Thirty (30) days

3. Amount of earnest money Rs. 115296 /= (in figures)

(Rupees One Lac fifteen thousands two hundred & ninty six (in words))

4. Issued to _____
(Name of the contractor)

5. On payment of Rs. _____

Signature _____
(Official issuing the form)

Dated: _____

Office Stamp _____

Note: The officer opening the tender shall reject the tender which does not bear the stamp 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)

GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDERER

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, 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. Tender 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 his tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of the 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 means of access to the site

The accommodation of the work and the means 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 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.

(a) The tenderer shall fill up the bid Schedule

8. (b) in case tenders are called on item rate basis, the tender 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/item rates on which his willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tender in his tender as his tender price for the work. In case of discrepancy between amount in figure 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 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. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filing the forms 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 tender documents, in ink, Errors, if any, Shall be accrued 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 except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price 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 tenderer shall not add or delete any additional clause(s) in the additional abuses 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 or 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 @ 3% of the bid 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 Competent Authority, In these case 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, or 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. The lowest evaluated bidder will be required to furnish the performance security / additional performance security (wherever required) and to commence the work within the times specified in the memorandum of the work. Should the lowest evaluated bidder refuse or fail for any 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 just cause for rejection of his tender / rejection annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

15. (i) The tender shall be signed by the person(s) duly authorised to do so. In the event of the 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 that 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 of formation of the joint venture, duly registered and authenticated by competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorised to represent it and accept its obligations 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.

16. 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 contract, over all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

17. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in 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 tenders and the expiration of the period of tender validity i-e. Sixty (60) days as specified by tenderer in the Form of Tender may result in the forfeiture of the tender security.

18. 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 Engineer-in-charge (b) and bear the following identification Tender 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.

19. The tender shall indicate in the space provided in 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.

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

21. 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.

22. The Engineer-in-charge or his duly authorised officer (not below the rank of Assistant Engineer/Sub Divisional Officer/D.D.O.) will open tenders in the presence of intending tenderers or their authorised agents, who may be present at the time. The officer opening the tender will announce the name of the tenderer, tender rates and the presence of requisite tender security.

23. 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 documents and conforms 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 Engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non confirming deviation or reservation.

24. 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 not be disclosed to tenderers or other persons not officially concerned with such process. Any effort by 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.

25. To assist in the examination, evaluation and comparison of tender 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 charge 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.

25 (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 scheduled 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 DELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
	& So On....

25.(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 guaranteed (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 fail 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 the event of such rejection the entire earnest money shall be forfeited to government as compensation for such default.

26. 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 the award the contract to the lowest or to any other tenderer.

27. The unit rates and prices entered in the big 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 charge, 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.

28. Prior to the expiration of period of tender validity (60 days) 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 charge, 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. At the time, the Engineer-in-charge notifies acceptance of the tender to the tenderer he will send the tenderer the form of agreement provided in the tender documents, incorporating all agreement between the parties. Within fifteen (15) days of receipt of the form of agreement, the successful tenderer shall furnish the performance security (5% of the contract price) and sign the contract in the presence of the Engineer-in-charge.

30. After the successful tenderer has signed the contract and furnished adequate performance security Engineer-in-charge will notify to the successful tenderers that they were unsuccessful.

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

32. A copy of the contract agreement may obtained by the contractor at own cost.

Contractor

Authorized person of BOM

TENDER FOR WORK

To

**The President,
Board of Management**

Multan Industrial Estate Multan

Dear Sir,

I / We
the undersigned tenderer, having examined the conditions of contracts,
specifications, drawings, bid schedule and addenda Nos.
Thereto, for the work of
(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 with the said contract documents, including the addenda
indicated above, at 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 Branchdrawn in your
favor or 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 the validity period of sixty (60) days, following the date of
receipt of tender.

3. I / We understanding 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 all the necessary documents for entering into a contract
Agreement in form set out in the contract document within fifteen (15) days
following your notification of such acceptance.

Contractor

Authorized person of BOM

(b) To commence the work within the stipulated 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 event of my/our failure to do so, the entire amount of earnest money deposited by me/us for which deposit at call receipt is enclosed herewith, is to be absolutely forfeited to Government. On the commencement of the work, I/We hereby 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 deliver 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 5 (Five) 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 his 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 deemed for all purposes to be 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 any expenses incurred by me/us in tendering.

Thinking you,

Yours faithfully,

(Signature of tenderer)

Dated this day

Name

of 20

Address

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

(Authorized person of BOM)

*In case the above address is changed, the contractor will immediately notify in writing to the Board of Management his new address.

Contractor

Authorized person of BOM

MEMORANDUM OF WORK

(To be filled in by the Board of management)

- (a) General Description Lane Marking & Curb Stone Painting in Multan Industrial Estate from Nadir Abad Phattak to china Camp

(If several sub works are included, they should be detailed in a separate sheet)

- (B) Estimate cost. Rs. 2305929/=
- (c) Amount of earnest money to accompany the tender. Rs. 115296 /=
(To be furnished by the tenderer in the Shape of ' deposit at call from a scheduled Bank of Pakistan).
- (d) Percentage of security deposit to be retained from the bills. . 10 %
- (i) on the amount of work done upto Rs. 5 million Ten (10) Percent.
- (ii) on the amount of work done beyond Rs. 5 million Five (5) Percent.
- (e) Minimum amount of interim running bills Rs. _____
- (f) Mobilization period 15 days
- (g) Time allowed to complete the work after the expiry of mobilization period month 30 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 tender 25(B) read with general conditions of Contract Clause (7) and amount of additional performance security Rs.----- as per General Directions for the guidance of tender 25(A).
- (i) Period of maintenance (after the date of issuance of certificate of completion)
- 180 days

Contractor

Authorized person of BOM

BID SCHEDULE

1. SCHEDULE OF ITEMS

NAME OF WORK _____

Sr. No.	Item In The Schedule Of Rates		DESCRIPTION OF ITEM	Estimated Quantity	Unit of Rate	Schedule Rate		Amount (Rs.)
	Page No.	Serial No.				Labour	Composite	
1	2	3	4	5	6	7	8	9

Bid by the contractor

Executive Engineer

BID SCHEDULE (Contd.)

2		ITEM RATES		NAME OF WORK _____			
Sr. No.	Pay item No. or reference to special specification supplied	DESCRIPTION OF ITEMS	Estimated Quantity	Unit of Rate	Unit Rate (To be filled in by the rate contractor where not already filled by the Executive Engineer)		Amount (To be filled in by the contractor when not already filled in by the Executive Engineer for Items against which the unit rate has already been filled in by him.)
					In figure	Words	
1	2	3	4	5	6	7	8

Total cost of other /Item Rate

Rs. _____

*Contractor**Executive Engineer*

BID SCHEDULE**NAME OF WORK** _____**Total tendered amount of the work
(to be filled in by the tenderer)****1. Total cost of Schedule Items****Rs.** _____**2. Total Cost of other than Schedule Items / Items Rates****Rs.** _____

Grand Total**Rs.** _____**(In words) Rupees** _____

*Contractor**Executive Engineer*

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

Definitions Clause 1:

In the contract (as herein after 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 prices:
- (4) **“Contract”** 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 therefrom 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 or 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 Engineer-in-charge.
- (8) **“ Engineer-in-charge”** means the executive Engineer or any other officer who for the time being and from time to time is in charge of the works and includes as officer appointed by the Government to act as Engineer-in-charge for the purposes of the contract:
- (9) **“Board of Management”** means the Board of management multan

Industrial Estate Multan:

- (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. (Tech) F.D.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 of work against defect and during which he is obliged to perform any work against defect and during which he is obliged to perform any maintenance procedure that may be specified by 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;

Contractor

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- (11) ***“Maintenance”*** mean the repairs, amendment, reconstruction and includes the rectification of defects, imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by Engineer-in-charge during the period of maintenance;
- (12) ***“Programme of work”*** mean 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”*** mean 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”*** mean the specification referred to in 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”*** mean all temporary works or every kind required in or about the construction, completion or maintenance of the work;
- (16) ***“Works”*** mean the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract;

CONTRACT DOCUMENTS

Terms to include designation of corresponding posts.

Clause 4: Except if and to the 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 sever

Documents mutually explanatory.

Documents forming the contract are to be taken as mutually explanatory of one another but in case of any error, omission, ambiguity or discrepancy is found between these 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 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 and pointed out, shall be considered to have been done at the contractor's own risk.

Clause 5:

Custody of
drawing

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.

Classified
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 give an undertaking to the engineer-in-charge that those drawings are not replicated or passed on to others or used by 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 same shall as all reasonable times also be made available for inspection and use by or by any other person authorised by the engineer-in-charge in writing.

Further
drawing and
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 contract.

GENERAL OBLIGATIONS

Clause 6:

Contract
Agreement

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

General Conditions of Contract Clause -7:

Performance
security

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 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 security as aforesaid any sum or sums which may have been deducted from, or raised by sale of performance security or any part thereof.

The performance security deposit / additional performance security deposit lodged by a contractor (in cash or/other form) shall be refunded to him after the expiry of three months after the issue of the certificate of completion of the work under Clause 40 hereof by the Engineer-in-charge, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Clause 8:

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

- 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 whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or section of works, and shall be amended as may be required by agreement between the engineer-in-charge and contractor within the limitation of time imposed in the contract documents.
- 2) The contractor shall also, whenever required 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 such programme, or the furnishing of such particulars

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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 $\frac{1}{4}$ 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.

Clause 9:

Setting out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points line 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 to do so 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 shall carefully protect and preserve all points, marks lines, levels, bench-marks, site-rails, pegs, slope-stakes, batten-boards, stakes for location, and other things used in setting out the works.

Clause 10:

Works to be
executed in
accordance with
the speci-
fications
drawings,
orders, etc.

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 design(s) and/or drawings and instructions in writing relating to the work signed by the engineer-in-charge and lodged in his office, and which the contractor shall be entitled to have access at such office, or on 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.

Clause 11:

Action where no
specifications
are provided

In the case of any class of work for which there is no such specification as in mentioned in para 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 specifications attached with the tender. If, however there is no standard specification or

Specifications attached with the tender, work shall be carried out, in all respects in accordance with the instructions and requirements of the engineer-in-charge.

Clause 12:

Work to be
under directions
of engineer-in-
charge

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 on.

Clause 13:

Lighting at night
work

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 of the engineer-in-charge.

Watching and
lighting

2) The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, 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.

Clause 14:

Arrangements of
safeguard
danger to
unfinished work

The contractor is expected to make himself acquainted with the wether conditions etc., And make his arrangements in such a manner that unfinished work in 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 Government.

Clause 15:

Contractor to
supply plants,
ladders,
scaffoldings, etc.

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, scaffolding and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications for other documents forming part of the contract referred to in those conditions 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 number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting, and assisting in measurements 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

Deposit. 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 defense of every suit, 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 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.

Clause 16:

Notice to be
given before the
work is covered
up

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 place beyond the reach of measurement and shall not cover up 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 covered 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.

Clause 17:

Contractor's
employees

1)

The contractor shall provide and employ on the site for the purpose of and in connection 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 labor as is necessary for the proper and timely execution and maintenance of works Under the contract.

Removal of
contractor's
employees

2)

- (a) 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-charge to be undesirable, and the contractor shall comply with the request forthwith.
- (b) 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 reinstated 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.

Clause 18:

Whole time
qualified
technical per-
sonnel for super-
vision of work

- 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 the contract valuing:

- | | | |
|------|--------------------------|--|
| (i) | up to Rs.7.5 million | One diploma engineer |
| (ii) | exceeding Rs.7.5 million | One senior graduate engineer,
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 his 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.

Clause 19:

Opportunities
for other
contractors

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 or ancillary to the work, employees/ workmen of such contractor(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 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.

Clause 20:

Damage to
persons and
property

- 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, costs, charges and expenses whatsoever in respect of or in relation thereto, provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect or, or to indemnify the Government against any compensation or damages for or with respect to:
- The permanent use of occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
 - The right of the Government to construct the works or any part thereof on, over, under in or through any land.
 - Interference whether temporary or permanent with any right of light, airway 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 damages 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 contractors (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 claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to sub-clause (1) of this clause.

Note: The limit of various departments for the application of this clause is 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 Competent Authority.

Clause 21:

Work to be open
to inspection

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 all other times for which reasonable notice of the intention of the engineer-in-charge, his senior or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have an agent, duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been to the contractor himself.

Contractor or his
responsible
agent to be
present

Clause 22:

Giving of notices
and payments of
fees

- 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 regulations 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 respect with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority, which may be applicable to the works or to any temporary works and with such rules 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.

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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 re-imbrues to him by the government and rate and prices stated in the bid schedule shall be deemed to cover all such taxes.

Clause 23:

Cost of bonds

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.

Clause 24:

Change in the
constitution of
firm

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.

Clause 25:

Photographs and
advertisements

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

Assignments

Clause 26: ASSIGNMENT AND SUB-LETTING

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

Clause 27:

Subletting

The contractor shall not sublet 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 liability 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 agent, servant or workmen. Provided always that the provision or labour as a piecework basis shall not be deemed to be a subletting under this clause.

Quality of
materials and
workmanship
and tests

Clause 28: MATERIAL LAND WORKMANSHIP

- 1) All materials and workmanship shall be of the respective kinds described in contract and in accordance with the instructions of the 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 fabrication 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 normally required for examining, measuring and testing any work and the quality, weight or 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 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 specification or bill of quantities, but if not, then at the cost of the Government.

Cost of tests.

- 3) 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 in appropriate for the purpose which it was intended to fulfill) is particularized in the specification or bill of quantities is sufficient detail to enable the contractor to price or allow for the same in his tender.

Cost of tests not provided for.

- 4) If any test is ordered by the Engineer In charge which in 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 material fittings, etc. Conform to representative samples approved by 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 if so desired by the Engineer Incharge.

Stores 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 prices to be charged therefore as hereinafter mentioned being so far 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 off 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 time of the completion or termination of the contract, shall be returned to

Cost of tests.

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, or 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 for, 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 material 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 Incharge in his demand aforesaid, then the Engineer Incharge may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, by his own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the Engineer Incharge (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) per cent or such smaller amount as the Engineer Incharge (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 Incharge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

LABOUR

Action and compensation payable in case of bad work

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.

Contractor liable for payment of compensation to injured workman or in case of death to his relations

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, Board of management 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 Board of Management to the contractor, whether under the contract or otherwise.

(2) Board of Management 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 Board of Management full security for all costs for which Board of Management might become liable in consequence of contesting such claims.

- Clause 34:** (i) No contractor shall use donkeys or other Animals with breeching of string or thin rope. 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.

Use of Donkeys and other animals.

COMMENCEMENT, TIME AND DELAYS

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 Incharge and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the Engineer Incharge or be wholly beyond the contractor's control.

Commencement of work.

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 started in the Memorandum or such extended time as may be allowed under Clause 37 hereof.

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 what-so ever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contract prevented from whether by the Engineer In charge or otherwise however, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindered 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 or the date of such circumstances, the full and detailed particulars of his claim on account of which he desires an extension as afore-said. The Engineer In charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the con-tractor are such as fairly to entitle the contractor to an extension of time in writing, either prospectively or re-form time to time in writing, either prospectively or re-prospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.

Extension of time for completion

No work at night or on Fridays/ 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 Friday 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 Incharge from time to time (time and quality being deemed to be 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 Incharge (whose decision in writing shall be final) may decide, on the amount of the estimated cost started in item (b) of the Memorandum of work Annexed hereto for every day that the work remains uncommenced 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 Incharge. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the Engineer Incharge (whose decision in writing shall be final) may decide on the estimated cost of the work as named in the item (b) of the Memorandum hereto Annexed for every day that the due quantity or 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 per cent of the estimated cost stated in item (b) of the Memorandum of work 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 recoveries due from contractor (mobilization, secured advance, machinery hire charges etc.) Will be made before finalization of contract.

CERTIFICATE OF COMPLETION

Certification of completion of work

Clause 40: Without prejudice to the right of the Board of Management under any such Clause (s) here in 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 with respect to the Engineer In charge may give such a certificate with respect to any independent part or the works before the completion of the whole of the works, and when any such certificate is given in respect fo such a part of the works, such part shall be con-

Certification
of completion
of work

Side red as completed and period of maintenance of such part shall commence from date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provision 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 further that no such certificate shall be given nor shall the works or any of its parts be considered to 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 scaffolding, 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 expenses of the contractor, remove such scaffoldings or surplus materials of all kinds and rubbish and dispose of the same as he thinks fit, and clean 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.

ALTERATION, ADDITIONS AND OMISSIONS

Alterations
in speci-
fication and
drawings

Clause 41: The Engineer In charge shall have power to make any alteration in, omission, from, addition to or substitution for, the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the Engineer In charge, and such alterations, 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,
omissions or
substitutions
do not invalid
date 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 with reference to which the tender for the work was submitted by the contractor.

Item rates enforced at the time or receipt or tenders

With reference to which the tender for the work was submitted by the Contractor.

Rate or works
not in schedule
of rates bid
schedule or in
the estimates

If such altered, additional or substituted item (s) of work is not entered in the 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 In charge of the rate which it is his intension 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 rate 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 in 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 or quality of kind of signs 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 no 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 ; nor 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 these arising out by reasons of price variation under Clause 55 hereof) on completion of the whole of the works, does not exceed 20 per cent of the sum named in paragraph of 1 (one) of this tender.

If, on completion of the whole of the works, it shall be Found that a reduction or increase greater than 20 per cent of the sum named in Paragraph 1 of the tender results from the aggregate effect of all increases, decreases, omissions or adjustments (other than those arising out of price variation under Clause 35 hereof), as a result of the requirement of the Engineer Incharge the amount of the contract price shall be adjusted by such sum (s) as may be determined by the Engineer Incharge and the contractor. In the event of disagreement, the Engineer Incharge shall fix such sum as shall, in his opinion, be relevant factors including the contractor's cost and overheads.

Variation exceeding 20%

MAINTENANCE AND DEFECTS

Clause 43:(1) The period of maintenance mentioned in Item (i) of the memorandum hereto Annexed shall be calculated from the date of completion of the works certified by the Engineer Incharge in accordance with Clause 40 hereof or in the event of more than one certificates having been issued by the Engineer Incharge under the said clause, from the respective dates so certified, and in relation to the period of maintenance, the expression the work shall be construed accordingly.

Period of maintenance

(2) The works shall at or as soon as practicable after Expiration of the period of maintenance be delivered up to the Engineer Incharge in as good and perfect condition (fair work and tear excepted) to the satisfaction of the Engineer Incharge 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 Incharge 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 Incharge prior to its expiration.

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 Incharge, be due to use of materials or workmanship not in accordance with the contract or to 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 Incharge 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.

Cost of execution of works of repair etc.

(4) If the contractor shall fail to do any such work as Aforesaid, required by the Engineer Incharge, the Engineer Incharge 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 Incharge (whose certificate is 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.

Ready on contractor failure to carry out work required

Contractor
liable to
make a 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 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 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 as advance up to an amount not exceeding Seventy Five per cent (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 the 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 (big 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 measurement carried out by the contractor through his own staff, for all works executed in the previous month, and the Engineer Incharge shall take or cause to be taken the

Contractor

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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 Incharge may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the Engineer Incharge may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

“Clause 47 A: Payment of items with imbalance rates 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 tendered 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”

Clause 48: At the time of making any payment to the contractor for the work done 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 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 contract 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.

Clause 49: Subject to any General or special direction given by the government to the contrary If the contractor so desires and makes 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 Ltd.**
- (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 pledge in the name of the Executive Engineer concerned and on the maturity the amount of security is retrieved back in the public account and refunded to the contractor in prescribed manner.

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 imprecfectiDefects or other faults on 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 Incharge.

(b) should the contractor so apply in writing to the Engineer Incharge, 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 Incharge 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 Incharge, for the same amount covering the Balance of period of maintenance, to the effect that the contractor shall fulfil 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 is 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 Incharge.

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 Incharge, subject to the condition laid down in item (1) 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 shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an thereof in any respect, or the accruing of any claim nor shall it conclude, determine, or affect in any way of the power of Engineer Incharge, 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 affect the contract.

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 Incharge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties

Clause 53:The department may refuse or suspend payment on account of a work when executed by a firm, or by a signed by all the partners, or one of the partners or some other person producing Power of Attorney enabling him to give actual receipts on behalf of the firm.

Clause 54:All sums payable by way of compensation under any 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.

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VARIATION IN PRICES OF SPECIFIED MATERIALS

Clause 55:(1) Where any variation (increase or decrease) ^{Price variation} 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 the clause shall be admissible except in respect of the following items:-

- (i) Cement
- (ii) Steel
 - (a) M.S. Bars (plain and deformed). (b) M.S. Sections.
 - (c) High Tensile Steel Wire. (d) M.S. & G.I. Pipes.
- (iii) Asbestos cement pipes
- (vi) P.V.C. Pipes
- (v) R.C.C/P.C.C.Pipes. (vi) BITUMEN (vii) High Speed Diesel
- (viii) Bricks
- (a) Brick (b) Tiles (c) Gutka (ix) Stone aggregate
- (a) Stone metal for sub base (b) Stone metal for base course
- (c) Crushed buri (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.

(4) "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 (where district wise list of manufacturers or suppliers has not been notified.

(5) If no Notification in respect of any of the Items mentioned in Sub-Clause (2) is issued under Sub-sencion (4) , no price variation shall be admissible in respect of that item during that month.

(6) The amount payable or deductible in respect of Item No. (i) to (x) of Sub-Clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.

(7) The amount payable or deductible 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 manu- facture 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 codal rules, secured advance is Paid on all or any of the imperishable items mentioned at (ii) to (vi) & (viii) to (ix) 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 basic price of high speed diesel using the following formula:
Increase or decrease $= (\frac{CP}{D} \times VOW) \times (CPD-BPD)$ in contract price.

Where: The value of the work, for which payment has been
VOW= certified by the Engineer Incharge, executed subsequent
to such increase or decrease in the Basic Price as shall be
obtained by applying the approved unit Rates and prices
CP entered in the measurement book..
D= Current prices of high speed
BP diesel, and Basic Price of high
D= speed diesel.
Fact A=0.15 for Highway / Road
or works & a=0.07 for Buildings
and R.C.C structures

(11) The increase or 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 $= B \times VOW \times (CLR-BLR) / BLR$ 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 per website FD Punjab).

BLR= Basic labour rates of unskilled worker on the date of receipt of tenders (as per website FD Punjab) Factor B=0.15 both for building & road works.

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CLAIMS OF CONTRACTOR

Clause 56: The contractor shall deliver in the office of the Engineer Incharge 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 Incharge 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 upto 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 Incharge under or in respect of, or in any manner arising out of the executive of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

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 Incharge, 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 Punjab Government.

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 Incharge within one month of the cause of such claim occurring.

Clause 59: No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. 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 Incharge and confirmed by Superintending Engineer.

REMEDIES AND POWERS

Clause 60: In any case in which under any Clause or Clause 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 Incharge has abandoned the contract, or is not executing the works in neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the Government in Incharge on behalf of the Government, may after giving fourteen days notice in writing to the contractor, rescind the contract (of which rescision notice in writing to the contractor under the hand of the Engineer Incharge shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of

The 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 works 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 Incharge will have certified in 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 therefrom the amount of aforesaid compensation and other charges duly ascertained and certified by the Engineer Incharge 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 Incharge the amount of such excess shall be deemed a debt due by the contractor to the Government and shall be recovered accordingly.

Clause 61: In every case in which the contract should be rescinded under Clause 60 hereof and in the opinion of the Engineer Incharge such work should be done as the risk and expense of the contractor without thereby avoiding the contract or relieving the contract or affecting the rights and powers conferred on the Government or the Engineer Incharge by the Contract, the Engineer Incharge 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 Incharge be desirable:-

Work at the risk and expense of the contractor.

- (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 Incharge shall be final, and 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 Incharge 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 Incharge (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 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 Incharge, the contractor shall have no claim to 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.

Clause 62: In any case in which any of the powers, conferred upon the Engineer Incharge by Clause 60 or by para (a) of Clause 61 hereof, shall have become exercisable and the 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 clause 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.

In the event of the Engineer Incharge putting in force either of the power vested in him under Clause 60 or para (a) of the preceding clause he may, if 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 for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of those not being applicable at current market rates to be certified by the Engineer Incharge whose certificate shall be final otherwise the Engineer Incharge, may by notice in writing to the contractor or his clerk of the works, foreman or other authorised 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 Incharge 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 Incharge 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.

Clause 63: If the contractor shall, in defiance of the Engineer Incharge's instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceed-

ings or make any composition with his creditors, or attempts so to do; or if any bribe gratuity, gift, loan prerequisite, reward or advantage, pecuniary or otherwise, shall either 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 is 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 Incharge 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 ensure 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 therefor actually performed under the contract

Clause 64: Any excess payment made to the contractor Inadvertently or 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 whatsoever, may be deducted from any sum whatsoever payable by Government to the contractor, either in respect of this contract of any work order or contract, or on any other account by any other department of the Government ; or recovered from the contract as arrears of land revenue.

SETTLEMENT OF DISPUTES

Clause 65: In the event of any disagreement between the Engineer Incharge and the contractor arising out of the contract, the matter shall first be referred to the Engr/ E.D.O. (W/S), for decision who shall, after 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 Engr/ E.D.O. (W/S), may however, be extended by the Chief Engineer under special conditions according to the circumstances, justification, available in each, case. The contractor shall forthwith give effect to the decision of the Engr/ E.D.O. (W/S), and shall proceed with due diligence, whether arbitration is intended or not.

If the contractor be dissatisfied with the decision of the Engr/ E.D.O. (W/S), 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 writing of such intention to the Engr/ E.D.O. (W/S), within a period of twenty eight days of the receipt of / E.D.O. (W/S), decision or in case no decision is given, at the end of the period or periods within which the Engr/ E.D.O. (W/S), was to give his decision. The said notice shall contain the cause of action material facts of the case and relief sought, failing which the decision of the Supdt.Engr/ E.D.O. (W/S), 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 Supdt.Engr/ E.D.O. (W/S). The subsequent inflation/increase in the amount of claim once preferred in the said notice 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 in 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.

Disputes 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 rights, 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 these matters for which provision has been made in the contract for final and binding decision by the Engineer or the Engineer Incharge 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 been made Rule of the Court. Otherwise the amount deposited will be forfeited.

(c) In the event of any dispute arising in accordance with the limitations provided in Sub-Clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the Chief Engineer Incharge of the region, of Engineer, and other than 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 binding 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 Engineers of the Department, other than the Engineer In charge of the work, one to be nominated by the Competent authority of the Region concerned and the other by the contractor. In the case of the said two arbitrators 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 of Competent Authority to be appointed by the Board of management 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 or recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

Board of Management

Multan Industrial Estate Multan

CONTRACT AGREEMENT

(See Clause 6)

This agreement made this _____ day of _____ 20_____

BETWEEN THE Board of Management Multan Industrial Estate Multan
(hereinafter called the Board of management as represented by the
Estate Manager _____

_____ 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 _____
(names 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 in consideration of the premises,
covenants and agreement hereinafter contained and to be performed by
the parties hereto, the said parties hereby covenant and agree as
follows:-

- (i) In consideration of the covenants and agreements to be kept
and performed by the contractor and for the faithful

performance of the contract and the completion and maintenance of
works embraced therein, according to the specifications, drawings and
conditions herein contained and referred to, the Government shall pay, and
the contractor shall receive and accept as full compensation for everything
furnished 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. (F) of the Memorandum of work following the
receipt of a written order of the Executive Engineer
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
extensions 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) to the Memorandum
hereto annexed after issuance of final certificate, of
completion.

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

- (a) The said tender and covering letter and subsequent
undertaking, if any;
- (b) The drawings ;
- (c) The conditions 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 or differences between the prices in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the conditions of contract.

IN WITNESS WHEREOF, the parties have here unto set their respective hands and seals the day and the year hereinbefore set forth

Signed by _____
(Contractor)

Signed by _____
Authorized person of BOM

for and on behalf of the

**Board of Management Multan
Industrial Estate Multan**

WITNESSES

1. _____

2. _____

BANK GUARANTEE

(See Clause 7)

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

KNOW ALL MEN BY THESE PRESENTS THAT MR. / Messers _____
 _____ whose official address

 (name of contractor) is _____

as Principal(s) (hereinafter referred to as Principal) and the Bank of Punjab or Schedule Bank(s) of Pakistan (hereinafter appearing in the Schedule of sureties, as sureties (hereinafter some times called the surety at request of the Principal are held and firmly bound to the Board of Management Multan Industrial Estate acting through the Estate Manager _____ or his successor or assigns) a body organized and existing under and by virtue 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 will and truly made, we find ourselves firmly by these presents:

PROVIDED THAT we, the sureties bound ourselves is such sum 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 other purposes, each surety bonds, 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 obligation are such that:-

WHEREAS the tender of the above bounden Principal has been accepted and he has entered into a contract with the Estate Manager, Multan Industrial Estate Multan

for the work _____ on the _____ days _____
 (name of work)

_____ of _____ 20

AND WHEREAS under the terms of the contract Government has required the Principal to furnish a performance guarantee to form 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 and comply with the fulfill and the undertakings, terms and provisions thereof and satisfy all the obligations of the said Principal arising thereunder and comply with all covenants therein contained and contained in the specifications, planad other instruments constituting a part of the contract, required to be performed by the said Principal, in the manner and within the

time provided in the contract or any extension thereof that may be granted by the Government with or without notice to the surety(s) and shall fully indemnify and the Government for all cost and damages which the Government may suffer by reasons of damages which the Government may suffer by reasons of failure so to do and shall fully reimburse and repay the said Estate Manager, Multan Industrial Estate Multan _____ all out 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 contracts directly with the Principal for labor and materials; if any in connection with the work performed under the contract or any addition in or alteration thereto or if the contract has not otherwise been rescinded by the Government under the Provisions of Clause 60 or General Conditions of contract, then this obligations 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 or any matter or thing concerning the said contract on the part of the Government or the Engineer Incharge, 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 shall in any way affect its obligations, to this guarantee and it does hereby waive notice of any change, 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 amount on demand to the Estate Manager _____ without question and without reference to the Principal:
 Provided that the notice of demand shall be given by the a foresaid Estate Manager, in writing to the surety.
 IN WITNESS WHEREOF the above named Principal and the surety have executed this instrument under its Seal on this _____ day of 20____ the name and corporate Seal on the surely being hereto hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its Government body.

.....
 Principal (Contractor)

Address _____

.....
 Sureties 1 _____ Bank of Pakistan Ltd. OR Bank of Punjab _____ Branch.

Signed, Sealed and delivered by the said Principal and sureties in
the presence of

Witnesses

1. _____

Name _____

Address _____

.....

2. _____

Name _____

Address _____

.....

DRAFT

To,

The President,
Board of Management
Multan Industrial Estate
Multan.

SUBJECT:- RELEASE OF SECURITY FOR _____

It is submitted that the work _____
_____ being executed under
Agreement No. _____ has been completed satisfactorily and in
accordance with the provisions of contract and technically sanctioned estimate. The final
measurements of the work has been recorded/ Checked

-

Senior Assistant Manager(BCD)

No. & Date even.

Copy is forwarded for information to the:-

- i) Estate Manager, BOM-MIE
- ii) Finance Manager, BOM-MIE

FORM D.F.R. (P.W.) 28-A
(REFERRED TO IN RULE 7.36)
FORM OF GUARNATEE

WHEREAS a contract for work has been awarded by the Board of Management Multan Industrial Estate acting through Estate Manager to

M/S _____ (herein after called the contractor).

And WHEREAS under the terms of the said contract the Government has agreed to advance a sum of Rs. _____ to the contractor for execution of the said work. The said amount shall be recovered after lapse of 20% contract period or after the execution of 20% of the work (financial terms), whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim pay certificate (running bill).

And WHEREAS the Board of Management has required the contractor to furnish a Bank Guarantee from any scheduled bank for securing the payment of the sum advanced thereon:-

It is agreed as follow:

1. I _____ Acting on behalf of _____ Hereinafter called guarantor) hold and firmly bind to the Government in the sum of Rs. _____ (Rupees _____ Payable on the same sum given as mobilization advance to the contractor.
2. The guarantor hereby undertakes to pay the said amount payable to the Government of the Punjab on demand in case the contractor makes a default in the payment of said amount under the terms and conditions of the contract.
3. The guarantee shall be irrevocable and shall remain in force till the sum advanced payable thereon has been repaid in full by the contractor.
4. The liability of the guarantor shall in no case exceed the aggregate amount of Rs. _____ (Rupees _____ payable thereon for the payment of which the guarantor hereby undertake to bind itself and promises to pay the whole or any portion of this amount to the Government without making a reference to the contractor.

IN WITNESS whereof we the said guarantor have set out hands to this deed of guarantee this _____ day of _____ 20

Guarantor (Scheduled Bank)

Signed scaled and delivered by the said guarantor in the presence of:

Witnesses.

1. _____
 Name _____
 Address _____

2. _____
 Name _____
 Address _____

ADDITIONAL ¹ CONDITIONS

- 1. The contractor shall quote rates of premium/abatement for building portion, sanitary portion and electric portion separately.**
- 2. Any type of mistake detected in respect of Schedule of 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 challan 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 percentage premium tendered by the contractor will be applied 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 composite rates are applicable include all carriage and handling of material to the site of work. No extra payment for carriage of 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 will be forfeited to Board of Management.**
- 10. In case of firm/company, the constitution of the firm/company along with the names of the attorney/attorneys of the firm/company authorized to represent the firm/company and to receive the cheque along with powers 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 Engineer 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 removed forthwith 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 all 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 relative in conformity with the Workmen compensation Act of Nineteen hundred and twenty three. Contractors 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 his payment from the department.

16. If the work is not started within 15 days from the date of acceptance letter, the earnest money will stand forfeited to Board of Management

17. The contractor shall before commencement of any work set out accurately the position as shown in the lay out plans and other drawings. He shall whenever directed establish permanent bench mark at his own cost adjacent to the work. After the contractor having set 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 Governmental taps or corporation taps, the contractor will be responsible to pay the charges as fixed by the office in charge of the water supply and the same will be deducted from the bills of the contractor if he fails to pay the water charges.

19. Foundation trenches shall have to be got inspected and approved by the Engineer-in-charge before the foundations are laid.

20. No masonry work on lean concrete will be taken in hand unless the concrete is approved by the Sub Engineer incharge

21. The contractor will make his own arrangement at his cost for scaffolding, shuttering and centring etc. Required for the execution of the work.

22. 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 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 will be recovered from his bill at double the market rates.

23. All rates unless otherwise specified include the cost of the following and any fluctuation thereof :-

Royalty, malkana, octroi, 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 Governments and Local Authorities.

24. The contractor shall study the drawing and bending schedules and report any inaccuracy in dimensions or in

concordan 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 it is deemed necessary by him without assigning any reason and real lot it to any other agency after giving notice to the contractor and this shall not invalidate the tender nor effect the tendered rates in any case, nor any claim on this account shall be entertained.

25. 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.

26. The department reserves the right to arrange and issue any material available in stores at stock issue rates plus storage charges as approved by the Engineer-in-charge or at the market rates which ever in more, for bonafide use on work.

27. 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.

28. The contractor shall be responsible to the department for giving exact account of materials issued from Government stores if any used by him on the construction work. 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 by the Engineer-in-charge.

29. The plant and machinery such as mechanical concrete mixer, Hand mixers, vibrators, water pumping sets, screens, measuring boxes, compaction and gradation control 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 discretion 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 happen to occur on account of natural causes or major break down in machinery will not be charged to the contractor provided the Sub Divisional Officer certifies such period.

30. 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.

31. 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.

32. The contractor shall uncover any part or parts of the works or Make openings in or through the work or search for the cause or any defects, imperfection or faults in the works as the Engineer-in-charge may from time to time direct and shall reinstate and make good after such uncovering, openings, to the satisfaction of the Engineer-in-charge Nothing extra shall be payable on this account

33. 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 to be adequate for construction purposes.

34. 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.

35. No item of work will be commenced unless Engineer-in-charge (or Sub-Engineer 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

36. Any other item not provided in the B.O.Q. Can be got executed at the tendered premium if it is a schedule item. In case of non schedule items, the same shall also be executed by the contractor after getting the non schedule rate approved from the Engineer-in charge.

37. The work of building construction will have to be coordinated with the work of water supply, sanitary and electrification. Nothing extra shall be payable to any contractor on this account.

39. Where China ware flushing tank is not being proposed, plastic flushing tank of Goldman, Lucky or similar approved manufacture of the same standard will be approved by the Engineer-in-charge.

40. The bath rooms fitting will be approved by the Engineer-in-charge.

The thickness and weight of all soil pipes and special shall be as per totals given in the specification i.e. 22 (i) of West Pakistan Buildings and Roads, Specifications Vol-II, (Public Health Portion) of 1956 Edition.

41. Full payment for water supply line shall be made only after testing the line for which certificate shall be recorded in the measurement Book.

42. Laying of P.V.C. Pipes of sizes in-recesses will be done side by side the building works.

43. The contractor shall follow the detailed working wiring diagram showing location of switches and electric points duly approved by the Engineer-in-charge.

44. All electric P.V.C. Cables for wiring shall be will be approved by the Engineer-in-charge.

45. All accessories shall be of genuine will be approved by the Engineer-in-charge.

.

46. 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.

47. For joining P.V.C. Pipes, P.V.C. solution/water proof compound shall be used and nothing extra will be paid
48. All iron clad Main Switches, fuses and out puts shall be of China made of approved quality. In case of non-availability of imported fuse bases one FICO or Sandlex as approved by the Engineer-in-charge will be provided.
49. 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.
50. The work will be carried out strictly in accordance with the specifications enforce in the Building Control Department and to the entire satisfaction of the Engineer-in-charge.
51. Use of constructional water will be only as per quantities specified and as permitted by the Engineer-in-charge or Sub-Engineer In-charge.
52. For face work, bricks shall be selected for trueness of edges, shapes and colour, no extra payment being due for this. Care shall be taken that the bricks are not chipped off or stained as the work proceed.
53. Masonary with hungry and hollow joints and without proper bond and properly stepped in with the rest of the work will not be accepted.
54. 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.
55. Samples of steel to be used in reinforced cement concrete work shall be got tested by the Engineer-in-charge and the contractor will have to bear the expenses for such tests. There should be at least two such samples for each batch received at site.
56. The slump tests should have to be carried out while concreting and the slump maintained for various items as per specifications or as directed by the Engineer-in-charge. The contractor will have to provide slump testing apparatus for the same at their cost. Any work done against the instructions will be liable to be rejected out-right.
57. No pouring of concrete for Reinforced Cement Concrete shall be permitted without the use of proper concrete mixers, vibrators 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 one set as stand by.
58. Bending and binding of M.S. Bars will have to be done by the contractor strictly, according to the drawing or as per written instructions of the Engineer-in-charge. No superfluous length or lap spaces etc, nor any wastage will be payable to the contractor.
59. The testing of concrete to ensure that the specified strength as per 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 of concrete cubes will have to be submitted regularly while the work proceeds.

60.Reinforcing Steel shall be of intermediate grade deformed bars with yield stress no 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 Ittefaq Industries Lahore or similar will be approved by the Engineer-in-charge.Receipt for purchase from such suppliers shall be enclosed with the bills.

61.Source of stone for use in stone masonry will be approved by the Engineer-in-charge.

62.Unless specified otherwise pressed steel hallow door frames for all building shall be used. Edge bead made from expended metal shall be used on the vertical edges such as jambs of doors and windows etc.

63.National tiles manufactured by National Tiles and ceramics limited are approved for use in project of the Buildings Department or similar make to the entire satisfaction of engineer-in-charge.

64.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.

Kerb Stone Paint work and Lane Marking Multan Industrial Estate					
	Descriptions	QTY		Rate	Amount
1	Pavement Marking With Reflective TP paint Yellow / White 6" wide 1.5 mm thickness as per approved quality paint and BS 3262: part 1:1989 standers	RFT	9840		
2	02 coats of emulsion paint on kerb stone approved quaility on old surface (Nadrabad phattak to Three star Hosiry chowk)	Sft	19800		
3	02 coats of emulsion paint on kerb stone Approved quality on old surface (Ali akber chowk to chinese camp)	Sft	7425		
Add 16% PRA					
G.TOTAL					