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GENERAL DIRECTIONS FOR THE GUIDANCE OF THE TENDER

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. All necessary documents, such as copies of specifications (excluding standard specification books, composite schedule of rates, etc.), contract documents, including bill of quantities, estimated scheduled rates and any other documents required in connection with the preparation of tender or execution of works, signed by the engineer-in-charge, will accompany the tender form and the cost of such annexed documents, will be reflected in the cost of the tender form.
3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.
4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.
5. The memorandum of work tendered for, and the schedule of materials and equipment to be supplied by the engineer-in-charge and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the engineer-in-charge before the tender form is issued. At this stage the tenderer ensure that the tender form so issued is complete in all respects.
6. The tenderer shall note that the ultimate responsibility for the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.
7. The tenderer shall at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting the tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of site, the nature and layout of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender. The engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at, from the date that may be furnished with the contract documents.
8. (a) The tenderer shall fill up the bid schedule and indicate the percentage rate above or below the schedule of rates for the "scheduled items" on which he is willing to undertake each item of work. No premium will be quoted by the contractor against non scheduled/item rates, for which the rate and amount has already been filled in by the engineer-in-charge in the bid schedule.

Contractor

Engineer

GOVERNMENT OF THE PUNJAB

Board of Inter & Secondary,
Education, Multan,

PERCENTAGE/ITEM RATE TENDER AND CONTRACT FOR WORKS

1. Name of work _____

2. Estimated cost Rs. _____
(both in figures and words)

3. Time for completion _____
4. Amount of earnest money Rs. _____
(in figures)
 Rupees _____
(in words)
5. Issued to _____
(name of contractor)
6. On payment of Rs. _____
(both in words and figures)

Signature _____
(official issuing the form)

Date _____

Official Stamp

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

Contractor

Engineer

- (b) In case tenders are called on firm rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.
9. (i) The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender (including the cost of non-scheduled items rates for which the rate and amount has already been filled in by the engineer-in-charge in the bid schedule) on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work. In case of discrepancy between amounts in figures and in words, the amount in words shall prevail.
- (ii) Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.
- (iii) If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.
- (iv) If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the engineer-in-charge shall fill in the blanks by noting the work "NIL" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.
- (v) If the tenderer does not accept the adjusted/corrected amount of tender according to the above provision, his tender shall be rejected and the earnest money forfeited.
10. The tender which proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the engineer-in-charge will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. The enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.
11. The tenderer shall fill in the tender documents, in ink. Errors, if any, shall be scored out and corrections re-written legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered 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 the contract documents specifying the number of sheet(s). The tenderer shall not add or delete any additional clause(s) in the additional clauses sheet(s), provided by the engineer-in-charge.

Contractor

Engineer

13. The quantities mentioned in the bid schedule are estimated quantities, to be used for preparation of tenders, and the engineer-in-charge does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provisions of clause 42 of the general conditions of contract.
14. No tender without earnest money shall be entertained. Earnest money, calculated @ 2% of the estimated cost of the work (rounded suitably), shall be in the form of 'deposit at call receipt'. The earnest money of the unsuccessful tenderers shall normally be returned by the engineer-in-charge within a week of opening of the tenders and in any case not later than thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be accepted by the Chief Engineer. In those cases the earnest money of only the three lowest bidders will be retained and returned to the unsuccessful bidders not later than sixty (60) days of opening of the tenders. In the event of the tender being accepted, a receipt for the earnest money forwarded therewith, shall thereupon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.
15. The successful tenderer will be required to enter into a contract, furnish the performance security (wherever required) and to commence the work within the times specified in the memorandum of work. Should the successful tenderer refuse or fail for any reason to enter into contract, or to furnish the performance security or to commence the work within the time specified in the memorandum of work, it should constitute a just cause for the annulment of the award and in the event of such annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.
16. (i) The tender shall be signed by the person(s) duly authorized to do so. In the event of a tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose the firm is duly registered under the Partnership Act, 1932 or any other law in force.
- (ii) The tender submitted by a joint venture of two or more firms, shall be accompanied by a document of formation of the joint venture, duly registered and authenticated by a competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept it obligate, 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.

Contractor**Engineer**

17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule which rates and prices shall, except in so far as it is otherwise expressly provided in the contract, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
18. The tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing by the engineer-in-charge prior to the prescribed deadline for submission of tenders. The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e. sixty (60) days as specified by the tenderer in the Form of Tender may result in the forfeiture of the tender security.
19. The tenderer shall submit the original Tender Documents complete in all respects and keep a copy of the tender for his own record. The original should be sealed in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL". The inner and outer envelopes shall (a) be addressed to (Executive Engineer), (b) and bear the following identification; 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.
20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notices may be legally served on him and to which all correspondence in connection with his tender and the contract is to be sent.
21. The presentation of a tender implies full acceptance on the part of the tenderer of these instructions and all other conditions set forth in the contract document.
22. Any tender received by the Executive Engineer (engineer-in-charge), after the deadline for submission of tenders prescribed in the Notice Inviting Tenders, will be returned unopened to the tenderer.
23. The engineer-in-charge or his duly authorized officer, not below the rank of Assistant Engineer/Sub Divisional Officer, will open tenders in the presence of intending tenderers or their authorized agents, who may be present at the time. The officer opening the tender will announce the names of the tenderer, tender rates and the presence of requisite tender security.

Contractor

Engineer

24. Promptly after the opening of Tenders, the engineer-in-charge will undertake a detailed evaluation of tenders. The engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conformation to all the terms, conditions, and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge, and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.
25. Except for information to be read out by the engineer-in-charge at the time of opening tenders in accordance with para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of his tender.
26. To assist in the examination, evaluation and comparison of tenderers, the engineer-in-charge may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the engineer-in-charge during the evaluation of the tender.
27. The engineer-in-charge shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The engineer-in-charge will not be bound to award the contract to the lowest or to any other tenderers.
28. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will be paid (subject to the adjustment specified in clause 55 of the annexed conditions), and shall be deemed to include all costs of performing the work, including income tax, super tax, and/or other charges, duties and taxes of the government, autonomous, semi-autonomous and local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.
29. Prior to the expiration of the period of tender validity (60 days) prescribed in the Tender Form or any extension thereof that may have been granted by the tenderer, the engineer-in-charge will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract (hereinafter called the Contract Price). The notification of award will constitute the formation of the Contract.
30. At the time, the engineer-in-charge notifies acceptance of the tender to the tenderer he will send the tenderer the Form of Agreement provided in the tender documents, incorporating all agreements between the parties. Within (15) days of receipt of the Form of Agreement, the successful tenderer shall furnish the performance security (10% of the Contract Price) and sign the Contract in the presence of the engineer-in-charge.

Contractor**Engineer**

- 31. After the successful tenderer has signed the contract and furnished adequate Performance Security the engineer-in-charge will notify to the unsuccessful tenderers that they were unsuccessful.
- 32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.
- 33. A copy of the contract agreement may be obtained by the contractor at his own cost.

Contractor

Engineer

Contractor

Contractor

TENDER FOR WORK

To

The **Resident Engineer**
Road of Jales & Dool
MULTANA

Dear Sir,

I/We _____
(name of the contractor)

the undersigned tenderer, having examined the conditions of Contract, specifications, drawings, bid schedule and addenda Nos. _____ thereto, for the work of

_____ *(name of work)*

and the works associated therewith, and having examined the site of the above-named works, or having caused the site to be visited on our behalf by my/our competent and reliable agent, and having satisfied myself/ourselves as to all conditions under which the above-named work must be performed hereby offer to execute, complete and maintain the whole of the above-mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above, at a tender price of Rs. _____ (Rupees _____) or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule.

2. As security for the due performance of the undertaking and obligations of this tender, I/We submit herewith a deposit at call receipt No. _____ dated _____ in the amount of Rs. _____ (Rupees _____) from the _____ drawn in your favour 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 its validity period of sixty (60) days, following the date of receipt of tender.
3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender, shall be detained by Government towards the amount of security deposit specified in clause 48 of the said conditions of contract and item (a) 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 the form set out in the contract document within fifteen (15) days following your notification of such acceptance.

Contractor

Engineer

- (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 produce 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 fulfil 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 10 (ten) percent of the cost of the work in the same form and on the same conditions as are prescribed by and to the satisfaction of the engineer-in-charge.
5. I/We also agree that when materials and/or equipment for the work are provided by the Government, the rates to be paid for them shall be as provided in Appendices annexed hereto.
 6. I/We agree to abide by this tender for the period of sixty (60) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.
 7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.
 8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.

Thanking you,

Yours faithfully,

Dated this _____ day
Of _____

 (Signature of tenderer)
 Name _____
 Address: _____

Contractor

Engineer

Engineer

Contractor

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

(Signature of
Resident Engineer
Board of Inter & Soc Education
MULYAN)

In case the above address is changed, the contractor will immediately notify ... to the
Engineer his new address.

Contractor

Engineer

MEMORANDUM OF WORK

(To be filled in by the Government Department)

(a) General description _____

(b) Estimated cost Rs. _____

(c) Amount of earnest money to accompany the tender (to be furnished by the tenderer in the shape of deposit-at-call from a scheduled bank of Pakistan) Rs. _____

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

(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 _____ days

(g) Time allowed to complete the work after the Expiry of mobilization period _____ days

(h) Amount of Performance Security in the Form of Bank Guarantee (See Contract Conditions Clause 7) Ten (10) percent of the accepted tender price in the case of tenderers with cost exceeding Rs. 25 million.

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

Contractor

Engineer

BID SCHEDULE

NAME OF WORK _____

Schedule Items

S. No.	Item in the Schedule of Rates	Description of Item	Estimated Quantity	Unit of Rate	Labour	Composite	Amount / Rs
1	Page No. 2 Serial No. 3	4	5	6	7	8	
	Premium on Composite Schedule of Rates 1979 Edition corrected upto 31.12.1986 with Amendments issued by the Standing Rates Committee upto the date of receipt of tender.						

Contractor

Engineer

BID SCHEDULE (Cont'd.)

NAME OF WORK _____

2 Other than schedule items/Items Rates

1	2 Pay Item No. or reference to special specifications supplied	3 Description of Items	4 Estimated Quantity	5 Unit of Rate	6 Unit Rate (To be filled in by the contractor where for already filled by the Executive Engineer		7 In Words	8 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)
					6 In Figures	7 In Words		
			4	5				

(Total cost of other than schedule items/Item Rates: _____)

Contractor

Engineer

BID SCHEDULE (Cont'd.)

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/item rates _____
Rs. _____

Grand Total _____
Rs. _____
(in words Rupees _____

Contractor

Engineer

GENERAL CONDITIONS OF CONTRACT
DEFINITIONS AND INTERPETATIONS

Definitions Clause 1

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

- (1) "Agent" means the person appointed by the contractor to act on his behalf in his absence;
- (2) "Certificate of completion" means the certificate of completion given by the engineer-in-charge pursuant to clause 40 of these conditions;
- (3) "Contract" means the contract agreement, the documents set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
- (4) "Contractor" means the person or persons, firm or company whose tender has been accepted by the engineer-in-charge, and shall include the contractor's duly authorized representative, successors and assigns;
- (5) "Contract price" means the sum named in the tender, subject to such addition thereto or deductions 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 of permanent or temporary works;
- (7) "Drawings" means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the engineer-in-charge;
- (8) "Engineer-in-charge" means the executive engineer or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the government to act as engineer incharge for the purpose of the contract;
- (9) "Government" means the Government of the Punjab;
- (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 maintenance procedure that may be specified by the engineer-in-charge and shall be calculated from the date of the certificate of completion given by the engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the engineer-in-charge under the said clause from the respective dates so certified;

Contractor

Engineer

- (11) "Maintenance" means 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 the engineer-in-charge during the period of maintenance.
- (12) "Programme of Work" means the programme of work submitted by the contractor and approved by the engineer-in-charge and includes an amendment thereto made from time to time and approved by the engineer-in-charge;
- (13) "Schedule of rates" means the schedule of rates issued by the government and as in force on the date of receipt of the tender;
- (14) "Site" means the lands and other places on, at, over, under, in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or path or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the engineer-in-charge for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- (15) "Specifications" means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the engineer-in-charge;
- (16) "Temporary Works" means all temporary works of every kind required in or about the construction, completion or maintenance of the works;
- (17) "Works" means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

Contractor

Engineer

Marginal headings for information only.

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

Terms to include designation of corresponding posts.

Clause 3: The term "Executive Engineer", "Superintending Engineer" and "Chief Engineer" used in the contract and the documents attached thereto, shall respectively be taken to include the terms "Deputy Director," "Director" and "Director General", or the holder of the corresponding posts in relation to the work.

CONTRACT DOCUMENTS

Documents mutually explanatory.

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

Custody of drawings.

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

Contractor

Engineer

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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 given an undertaking to the engineer-in-charge that those drawings are not replicated or passed on to others or used by any other agency/person.

One copy of drawings to be kept on site.

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

Further drawings 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 if the contractor may require for execution of works or otherwise under the contract.

GENERAL OBLIGATIONS

Contract Agreement.

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

Performance security

Clause 7. The contractor shall (a) within 15 days of the receipt by him of the notification of the acceptance of his tender furnish to the engineer-in-charge in cash bank draft, Cashier's cheque or payment order or Bank Guarantee from the Bank of Punjab or any scheduled bank of Pakistan or approved Insurance Companies in Pakistan, the amount to make up full performance security where required and specified in the tender, and/or (b) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as specified in item (h) of memorandum and moneys or deductions so paid or made shall be held as additional security deposit. All compensation or other sums of money payable by contractor under the terms of the contract may be deducted from, or paid by the sale of a sufficient part of his performance security, and in the event of his performance security reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter make good in cash or other securities as aforesaid any sum or sums which may have been deducted from, or caused by sale of performance security or any part thereof.

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If the amount of the performance security is not furnished within the period specified at (a) above, the tender already accepted shall be considered as cancelled and the tender security will be confiscated by the engineer-in-charge. The performance security deposit lodged by a contractor (in cash or other form or retained in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is accepted, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

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

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

Action when programme not submitted in time.

(4) In the event of non-submission of the programme or revised/amended programme of work by the contractor for approval by the engineer-in-charge, within the period specified by the engineer-in-charge, the contractor shall be liable to pay as compensation an amount equal to ¼ 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.

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Setting out

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

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

Clause 10: The contractor shall execute the whole and every part of the works in the most substantial and workman like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the designs and/or drawings and instructions in writing relating to the work signed by the engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or 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.

Action where no specifications are provided

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

Contractor

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