

**GOVERNMENT OF THE PUNJAB**



**BID/CONTRACT FORM**  
**FOR**  
**SUPPLY OF GOODS**  
**MUNICIPAL CORPORATION JHELMUM**

**CONTRACT FORM FOR SUPPLY OF GOODS**  
**GOVERNMENT OF THE PUNJAB**  
**LOCAL GOVERNMENT & COMMUNITY**  
**DEVELOPMENT DEPARTMENT**



**BID / CONTRACT FORM**

Name of Work: **Supply of Goods for Municipal services Infrastructure in Jhelum City. (Group-B Supply Items)\***

- Desilting machine for collecting tanks = 1 No.
- Winch Machine for sewer lines = 1 No.

Name of Contractor: \_\_\_\_\_

Amount of Bid Security Rs.138000/-

Deposit at Call No: ----- dated-----

Amount of deposit call Rs.138000/- Bank/branch -----

Time Limit. 25 June 2020

In case of cash deposit  
Bid Fee Amounting to Rs. 10,000/- Received Vide GR. No. \_\_\_\_\_  
Dated: \_\_\_\_\_

Para No.	INDEX	Page
<b>GENERAL DIRECTIONS FOR THE BIDDERS</b>		
1	Preparation and submission of Bid.	8
2	Purchase of contract documents.	8
3	Cost of preparation and submission of Bid.	8
4	Bid to include only one work.	8
5	Schedule for material and equipment to be supplied by Govt.	8
6	Responsibility for quality and specifications.	8
7	Inspection of site.	8
8	Rate in the bid schedule.	8
9	Amount of Bid.	9
10	Addition and alteration in the bid schedule.	9
11	Unattested corrections.	9
12	Additional clauses.	9
13	Quantities in bid schedule for comparing Bids.	9
14	Earnest money.	10
15	Forfeiture of earnest money.	10
16	Signing of Bid.	10
17	Sufficiency of Bid.	10
18	Modification and withdrawal of Bid/validity period of Bid.	11
19	Bid to be in sealed cover.	11
20	Bidder to give his address.	11
21	Presentation of Bid implies acceptance of conditions.	11
22	Late Bid.	11
23	Opening of Bid.	11
24	Evaluation and comparison of Bid.	11
25	Process to be confidential	12
26	Clarification of bids after opening Bid.	12
27	Rejection of Bid.	12
28	Bid amount includes all taxes, duties and obligations.	12
29	Notification of award.	12
30	Signing of contract agreement.	12
31	Notifications of successful and un-Successful Bidders.	13
32	Reckoning of completion period.	13
33	Contractor may obtain a copy of contract agreement at his cost.	13
<b>BID FOR WORK</b>		
1	Bidding Data	14
2	Qualification Criteria / Bid Evaluation Criteria	15
3	Forms & Appendices	16
<b>GENERAL CONDITIONS OF CONTRACT</b>		
Clause No.		
1	Definitions.	26
2	Marginal headings for information only.	27

CONTRACT DOCUMENTS		
4	Documents mutually explanatory.	32
5	Custody of drawings.	32
	Classified drawings.	32
	One copy of drawing to be kept on site.	32
	Further drawings and instructions	32
GENERAL OBLIGATIONS		
6	Contract agreement.	33
7	Performance security.	33
8	Program of work to be furnished if so required by Engineer- in-charge Action when Program not submitted in time.	33
9	Setting out.	34
10	Work to be executed in accordance with the specifications, drawings, orders, etc.	34
11	Action where no specifications are provided	35
12	Works to be under directions of Engineer-in-charge	35
13	Lighting at night work	35
14	Arrangement to safeguard danger to unfinished work.	35
16	Notice to be given before the work is covered up.	36
17	Contractor's employees. Removal of contractor's employees.	36
18	Whole time qualified technical personnel for supervision of work.	37
19	Opportunities for other contractors.	37
20	Damage to persons and property Indemnity by the Government	37
22	Giving of notices and payment of fees. Compliance of statutes regulations etc. Payment of income tax and other taxes.	38
23	Cost of bonds.	39
24	Change in the constitution of firm.	39
25	Photographs and advertisements.	39
ASSIGNMENT AND SUBLETTING		
26	Assignment.	39

	<b>MATERIALS AND WORKMANSHIP</b>	
30	Stores and equipment to be supplied by Government.	40
31	Action and compensation payable in case of bad work	40
	<b>LABOR</b>	
32	Application of labor laws rules.	41
33	Contractor liable for payment of compensation to injured workman or in case of death to his relations.	41
	<b>COMMENCEMENT, TIME AND DELAYS</b>	
35	Commencement of work	42
36	Time for completion	42
37	Extension of time for completion.	42
38	No work at night or on Sundays / Public Holidays	42
39	Compensation for delay.	43
	Rate of progress.	
	<b>CERTIFICATE OF COMPLETION</b>	
40	Certification of completion of work.	43
	<b>ALTERATIONS, ADDITIONS AND OMISSIONS</b>	
41	Alternation in specifications and drawings.	44
	Alterations omissions, substitutions do not invalidate the contract.	44
	Extension of time in consequence of alterations	44
	Rate of works not in schedule or in the estimates.	44
42	No compensation for alteration in or restriction of work to be carried out, if variation does not exceed 20%.	45
	<b>MAINTENANCE AND DEFECTS</b>	
43	Period of maintenance	46
	Execution of work of repair etc.	46
	Cost of execution of works of repair etc.	46
	Remedy of contractor's failure to carry out work required	46
44	Contractor liable to make good damages, and for any imperfection noticed during period of maintenance.	47
	<b>PAYMENTS</b>	
46	Bills to be or prescribed form.	48
47	Bills to be submitted monthly.	48
48	Deduction of security deposit.	48
49	Conversion of security deposit in to profit bearing securities.	48
50	Refund of security deposit.	49
	Refund of security deposit on production of a bank guarantee	
	Refund of security deposit of maintenance and repair work	

51	Payment on intermediate certificate to be regarded as advances	50
52	Final bill to be submitted within one month.	50
53	Procedure for payment to firms.	50
54	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.	50
<b>VARIATION IN PRICES OF SPECIFIED MATERIALS</b>		
55	Price variation	51
<b>CLAIMS OF CONTRACTOR</b>		
56	Bills to be submitted monthly	51
57	Claims for payment of extra ordinary nature to be referred to Government for decision	51
58	Time limit for unforeseen claims	51
59	Claim for compensation for the delay in the execution of works.	51
<b>REMEDIES AND POWERS</b>		
60	Action where whole of security deposit is forfeited.	52
61	Work at the risk and expense of contractor	52
62	Contractor remains liable to pay compensation if action not taken under clauses. Power to take possession of or require removal of or sell contractor's plant, etc.	53
63	Contract may be rescinded and security forfeited for subletting, bribing or if contractor becomes insolvent	54
64	Deduction of amount due to Government on any account whatsoever to be permissible from sums payable to the contractor	54
<b>SETTLEMENT OF DISPUTES</b>		
65	Procedure in disagreement. Contractor dissatisfied with the decision of Chief Engineer (PLGB)	54
	Additional Clauses	66
	Rules 48 Electricity Rules 1937	68
	Bill of Quantities (BOQ) & Specifications	69

**GOVERNMENT OF THE PUNJAB**

**LG & CD DEPARTMENT**

**MUNICIPAL CORPORATION JHELUM**

**ITEM RATE BID AND CONTRACT FOR SUPPLY OF GOODS**

1. Name of work **Supply of Goods for Municipal Services Infrastructure in Jhelum City**  
\_\_\_\_\_  
\_\_\_\_\_
2. Time for completion **25 June 2020**
3. Amount of Bid Security Rs. **138000/-** (in figures)  
Rupees **One Lac & Thirty Eight Thousand only.** (in words)
4. Issued to \_\_\_\_\_  
(Name of the contractor)
5. On payment of Rs. **10,000/-** (**Rupees Ten Thousand only**)  
(Both in words and figures)

Signature (Official issuing the form)

Dated \_\_\_\_\_

Office stamp \_\_\_\_\_

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

*Contractor*

*Chief Officer*

**GENERAL DIRECTIONS FOR THE GUIDANCE OF THE BIDDER**

- 1) These directions are provided to assist the Bidder in preparing and submitting his Bid. The Bid shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
- 2) All necessary documents, such as copies of specifications (excluding standard specification books etc), contract documents, including bill of quantities, and any other documents required in connection with the preparation of Bid or execution of works, signed by the Engineer-in-charge will accompany the Bid form and the cost of such annexed documents will be reflected in the cost of the Bid form.
- 3) The Bidder will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his Bid.
- 4) No single Bid shall include more than one proposal. A Bidder who wishes to Bid for two or more works shall submit Bid for each work, separately.
- 5) The work outlay Bided 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 shall be filled in the office of the Engineer-in-charge before the Bid form is issued. At this stage the Bidder should ensure that the Bid form so issued is complete in all respects.
- 6) The Bidder 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 Bid is accepted.
- 7) The Bidder 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 Bid 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 Bid. The Bidder shall also satisfy himself before submitting his Bid as to the nature of grounds, hydrological and climatic conditions, the form and nature of the site, the nature and lay out of the terrain, the availability of labor, water, electric power and transportation facilities in the area. The Bidder 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 Bid. The Engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the Bidder may arrive at, from the data that may be furnished with the contract documents.
- 8)
  - (a) The Bidder shall fill up the rates of each item given in Bill of Quantities (BOQ), contained in the bidding documents.
  - (b) The Bidder shall quote his own unit rate in the BOQ on which he is willing to undertake each item of work.

*Contractor*

*Chief Officer*



- 9) (i) The Bidder shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his Bid on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the Bidder in his Bid as his Bid price for the work and 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 Bidder will be extended in working out of the amount of the Bid 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 Bidder has not entered any unit rate and amount against any of the pay items of BOQ, the Procurement Committee shall fill in the blanks by noting the word "Nil" in such blanks at the time of opening of the Bid. Such pay items shall be deemed to be covered by the rates of other items. The bidder in case of declared successful bidder, will execute the work with no payment against this item of work.
- (v) If the Bidder does not accept the adjusted/corrected amount of Bid according to the above provision, his Bid shall be rejected and the earnest money/bid security forfeited.
- 10) The Bid 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 Bidder shall sign each and every page of the Bid and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the Bid duly signed by the Bidder. Any addition or alteration made after filling the form shall be duly attested by the Bidder. Non-compliance of this condition shall render the Bid liable to rejection. Any page not signed may be signed at the time of opening of bid in front of Procurement Committee.
- 11) The Bidder shall fill in the Bid documents in ink. Errors, if any, shall be scored out and corrections rewritten legibly and attested by the Bidder. Any addition or alternation made after filling the form shall be duly attested by the Bidder. Any amount or condition if corrected will only be struck out one time with single line and overwriting will not be eligible. Non-compliance of this condition shall render the Bid liable to rejection. Any Bid with unattested correction shall be attested by the Bidder in the presence of other Bidders at the time of opening of the Bid except that no correction shall be permissible in the rate or amount of the bid schedule or in the Bided price after the opening of the Bid.
- 12) Additional clause(s) for a particular work shall be typed on separate sheets by the Engineer-in-charge, which will be annexed to the contract documents specifying the number of sheets(s). The Bidder shall not add or delete any additional clause(s) in the additional clause(s) sheet(s), provided by the Engineer-in-charge.
- 13) The quantities mentioned in BOQ are estimated quantities, to be used for preparing Bids, 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

*Contractor*

*Chief Officer*

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 Bid without earnest money/bid security shall be entertained. Bid Security, mentioned in line with PPRA Rule-27, shall be in the form of deposit at call receipt/bank guarantee of scheduled bank of Pakistan. The earnest money of the unsuccessful Bidders shall normally be returned by the Procurement Committee within a week of opening of the Bids and in any case not later than thirty (30) days following the date set for opening of Bids except in cases where the Bids are to be accepted by the competent authority of MC, 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 Bids. In the event of the Bid being accepted, a receipt for the earnest money forwarded therewith, shall there upon be given to the contractor. The earnest money of the successful Bidder on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amounts(s) payable to the contractor under the contract.
- 15)** The lowest evaluated bidder will be required to furnish the performance security in form of scheduled bank guarantee, enter into a contract and to commence the work within the times specified in the memorandum of work. Should the lowest evaluated bidder refuse or fail for any reason to furnish the 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 Bid / annulment of award and in event of such rejection / annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.
- 16)** (i) The Bid shall be signed by the person(s) duly authorized to do so. In the event of a Bid being submitted by a firm, it shall be signed separately by each Partner 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 Bid and it must disclose that the firm is duly registered under the partnership Act, 1932 or any other law in force.
- (ii) The Bid 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 its obligations, the participation of firms forming the joint venture and any other information necessary to permit a full appraisal of its function.
- (iii) A Bid submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.
- (iv) In all cases, the Bid must be signed by an individual or individuals having powers to legally bind the firm, joint venture, corporation or companies on whose behalf they are signing.
- 17)** Each Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid 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 work.

*Contractor*

*Chief Officer*

- 18) The Bidder may modify or withdraw his Bid 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 Bids. The Bidder'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 Bid may be modified subsequent to the deadline for submission of Bids. Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiry of the period of Bid validity i.e. ninety (90) days as specified in the form of Bid may result in the forfeiture of the Bid security.
- 19) The Bidder shall submit the original Bid documents complete in all respect and keep a copy of the Bid 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 the (Chief Officer), (b) and bear the following identifications: Bid for (Name of Contract), (Reference Number of Bid), and the words "DO NOT OPEN BEFORE (Time and Date, set for opening)". The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared to have been received late 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 Bid submitted. A Bid opened prematurely because of improper identification will be rejected.
- 20) The Bidder shall indicate in the space provided in the Bid his full and proper address along with contact No. landline & cell at which notices may be legally served on him and at which all correspondence in connection with his Bid and the contract is to be sent.
- 21) The presentation of Bid implies full acceptance on the part of the Bid of these instructions and all other conditions set forth in the contract document.
- 22) Any Bid received by the Chief Officer after the deadline for submission of Bids prescribed in the Notice Inviting Bids will be returned unopened to the Bidder.
- 23) The Procurement Committee will open Bids in the presence of intending Bidders or their authorized agents, who may be present at the time. The officer opening the Bid will announce the names of the Bidder, Bid rates and the presence of requisite Bid security.
- 24) Promptly after the opening of Bids, the Procurement Committee will undertake a detailed evaluation of Bids. The Procurement Committee will determine whether each Bid is substantially responsive to the requirements of the Bid documents and conforms to all the terms, conditions and specifications of the Bid documents without material deviation or reservation in line with Bid Evaluation Criteria given in bidding documents. If a Bid is not substantially responsive to the requirements of the Bid documents, it will be rejected by the Procurement Committee and may not subsequently be made

*Contractor*

*Chief Officer*

Responsive by the Bidder having corrected or withdrawn the non-confirming deviation or reservation.

- 25) Except for information to be read out by the Procurement Committee at the time of opening Bids in accordance with Para 23 above, no information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of contract shall be disclosed to Bidders or other persons not officially concerned with such process. Any effort by a Bidder to influence the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning award of contract, may result in the rejection of his Bid.
- 26) To assist in the examination, evaluation and comparison of Bids, the Procurement Committee may ask Bidders individually for clarification of their Bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by an email of the member of Procurement Committee with a copy to convener of the Procurement Committee, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Procurement Committee during the evaluation of the Bid.
- 26 (a) Lowest evaluated bidder shall, within 15 days of receipt by him a notice in this regard, furnish to the Bid 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 Pakistan, the amount to make up performance security and / or additional performance security where required and specified in the Bid 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 Bid and in the event of such rejection the entire earnest money shall be forfeited to government as compensation for such default.
- 27) The Procurement Committee shall have the right of rejecting all or any of the Bids without assigning any reason thereof. The Procurement Committee will not be bound to award the contract to the lowest or to any other Bidder.
- 28) The unit rates and prices entered in the BOQ will be the rates at which the contractor will be paid 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 Bid validity (90 days) prescribed in the Bid form or any extension thereof that may have been granted by the Bidder, the Engineer-in-charge will notify the successful Bidder by cable and confirm in writing by registered letter that his Bid 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 Procurement Committee notifies acceptance of the Bid to the Bidder, he will send the Bidder the form of agreements between the parties. Within fifteen (15) days of receipt of the form

*Contractor*

*Chief Officer*

of agreement, the successful Bidder shall furnish the performance security (10% of the contract price) and sign the contract in the presence of the Engineer-in-charge.

- 31) After the successful Bidder has signed the contract and furnished adequate performance security the Procurement Committee will notify to the unsuccessful Bidders 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*

*Chief Officer*

## BIDDING DATA

### *Instructions to Bidders*

#### *Clause Reference*

- 1.1 Name of the Client: Municipal Corporation Jhelum  
Address: Office of M.C. Jhelum Civil Lines Road  
Telephone: 0544 9270098 : -----Fax: 0544 9270432

E-mail: municipalcommitteejhelum@gmail.com

#### **Name of the Project & Summary of the Works:**

#### **Supply of Goods for Municipal Services Infrastructure in Jhelum city (Group-B: Supply of Goods)**

- 1.7 The bidding is open to National competition as per policy of the government
- 2.1 Source of Funding:  
Government of the Punjab through World Bank
- 3.1 This invitation for bids is open to all bidders meeting the requirements of Qualification Criteria
- 8.1 Time limit for clarification:  
7-working days prior to date of Bid opening
- 10.1 Bid language:  
English
- 13.1 Currencies of Bid and Payment:  
Bidders shall quote their bid price entirely in Pak. Rupees.
- 18.1 Period of Bid Validity:  
Validity of Bid shall be **90-days** from date of opening of Bids.
- 19.1 Amount of Bid Security:  
Bid security shall be Rs. 138000/- (Rupees One Lac & Thirty Eight Thousand only)
- 27.1 Venue, time, and date of Bid opening:  
Venue: Office of the Municipal Corporation Jhelum  
Time & Date: 1.30 P.M. 09-03-2020
- 22.4 Number of copies of the Bid to be completed and returned: One original and two copies
- 24.1(a) Deadline for submission of bids:  
Time & Date: 1.00 P.M. 09-03-2020
- 27.1 Venue, time, and date of Bid opening:  
Venue: Office of the Municipal Corporation Jhelum  
Time & Date: 1.30 P.M. 09-03-2020

*Contractor*

*Chief Officer*

*Contractor*

*Chief Officer*

## **QUALIFICATION / BID EVALUATION CRITERIA**

All the applicants to please note that as per PPRA Rules and Regulations, all the documents/statements submitted by a Contractor for its Technical Qualification are under Oath.

Any document/statement provided if proved false, misstated, concocted, or incorrect at any time during or after Technical Evaluation will result into permanent disqualification and black listing of the Contractor with their names displayed on PPRA website.

Technical Qualification shall be decided on the basis of provision & verification of mandatory documents and compliance of specification.

The Firms/Contractors who have duly complied with the Qualification and Evaluation Criteria against each item will be eligible for further processing.

The proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

### **A. Mandatory Documents**

<b>Category</b>	<b>Description</b>	<b>Requirement/Points</b>
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid Sales tax Registration	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.	Mandatory

### **B. Specification**

The Firm / contractor shall strictly comply with the specification of Goods provided in Bidding Documents. The Firm / contractor shall provide detailed specifications / brochures of their Goods in Technical Bid.

## **BID EVALUATION CRITERIA**

The Bid Evaluation Criteria is based on the factors given in Qualification Criteria and shall result in fail/pass on the basis provision & verification of mandatory documents and compliance of specification. The 'pass' Applicants should be allowed to participate in further process.

*Contractor*

*Chief Officer*



**FORMS & APENDICES****FORM OF BID**

To

*The Chief Officer,  
M.C. Jhelum.*\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

I/We \_\_\_\_\_

*(Name of the contractor)*

the undersigned Bidder, having examined the conditions of contract, specifications, drawings, bid schedule and addenda Nos. \_\_\_\_\_ thereto, for the work of

**Supply of Goods for Municipal Services Infrastructure in Jhelum City.***(Name of the work)*

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

Bid price of Rs 10,000/- (Rupees) Ten Thousand 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 Bid I/We submit herewith a deposit at call receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ in the amount of Rs. \_\_\_\_\_

(Rupees) \_\_\_\_\_

from the \_\_\_\_\_ Bank \_\_\_\_\_ Branch \_\_\_\_\_ drawn 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 Bid within its validity period of sixty (90) days, following the date of receipt of Bid.

3) I/We understand that if my/our Bid is accepted, the full value of the earnest money as attached with the Bid 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 Bid 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**Chief Officer*

**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 the 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 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 Bid for the period of ninety (90) days following the date set for receiving of Bids 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 Bid, 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 Bid you may receive, and that you will not defray any expenses incurred by me/us in Bidding.

Thanking you,

Yours Faithfully,

\_\_\_\_\_  
(Signature of Bidder)

Name \_\_\_\_\_

Dated this \_\_\_\_\_ day Address \_\_\_\_\_

of \_\_\_\_\_ 2020

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

(Signature of Chief Officer) \_\_\_\_\_

Municipal Corporation Jhelum

❖ In case the above address is changed, the contractor will immediately notify his new address in writing to the Chief Officer

Contractor

Chief Officer

## **MEMORANDUM OF WORK**

*(To be filled in by the Municipal Corporation Jhelum)*

**(a) General Description Supply of Goods for Municipal Services Infrastructure in Jhelum City. (Group-B:Supply Items)\***

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

**(b) Amount of Bid Security to accompany the Bid Rs. 138000/-  
(to be furnished by the Bidder in the shape of deposit at call from a scheduled Bank of Pakistan).**

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

**i. On the amount of work done up to Rs 5.0 million = Ten (10) percent**

**ii. On the amount of work done beyond Rs. 5.0 million = Five (5) percent.**

**(d) Mobilization period 15 days.**

**(e)**

**(f) Amount of performance security  
Rs.-----(10% of Contract price in line with PPRA Rule-56).**

**(i) Defect Liability Period (after the date of issuance of certificate of completion)  
365 Days**

*Contractor*

*Chief Officer*

**GOVERNMENT OF THE PUNJAB****Municipal Corporation Jhelum****CONTRACT AGREEMENT****(See Clause 6)**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020

BETWEEN THE GOVERNOR OF THE PUNJAB (hereinafter called the Government) as represented by the Chief Officer Municipal Corporation Jhelum on the one part and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the contractor) on the other part. WHEREAS Bids have been received by the Municipal Corporation Jhelum for the construction & completion of \_\_\_\_\_

(Name of Work) **Supply of Goods for Municipal Services Infrastructure in Jhelum City**

as well as possible new and ancillary works associated therewith which have to be executed in accordance with the contract document, and the Bid by the contractor for the construction and completion of such works including defect removal during Defect Liability Period (DLP) has been accepted by the Municipal Corporation Jhelum

NOW, THEREFORE, for and in consideration of the promises, 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 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 Bid price stipulated in the contractor's Bid 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 written order of the Chief Officer, Municipal Corporation Jhelum to proceed with and the contractor shall complete fully the works within the stipulated period starting after one month of the date of issue of letter of award, subject to such extensions of time as may be granted under the conditions of contract except for removal of defects if any which shall be completed within the period named in item (g) of the memorandum hereto annexed after issuance of the final certificate of completion.

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

- a) The said Bid and covering letter and subsequent undertaking, if any,
- b) The drawings,

*Contractor*

*Chief Officer*

- c) The conditions of contract and special conditions, if any,
- d) The specifications;
- e) Bill of Quantities (BOQ) filled in
- f) The letter of acceptance; and
- g) The performance security.

iv. All disputes or differences between the parties 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 hereunto set their respective hands and seals the day and the year hereinbefore set forth.

FOR AND ON BEHALF OF  
MUNICIPAL CORPORATION  
JHELUM

M/S \_\_\_\_\_  
(Contractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Seal \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Witness

Witness

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*Contractor*

*Chief Officer*

(22)  
**BANK GUARANTEE**  
**(See Clause 7)**

Penal sum of bond \_\_\_\_\_  
(express in words and figures)

KNOW ALL MEN BY THESE PRESENTS THAT Mr./MESSERS \_\_\_\_\_  
(Name of contractor) Whose official address is \_\_\_\_\_

As principal(s) (herein after referred to as principal) and the Bank of Punjab or scheduled Bank(s) of Pakistan (hereinafter appearing in the schedule of sureties, as sureties (hereinafter some time called the surety at the request of the principal are held and firmly bond to the Government of the Punjab acting through the Chief Officer, Municipal Corporation Jhelum \_\_\_\_\_ 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 well and truly made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

**SCHEDULE OF SURETIES**

Name of bank, branch and address	limit of liability
_____	_____
_____	_____

The conditions of the above obligations are such that:

WHEREAS, the Bid of the above bounden principal has been accepted and he has entered into a contract with the Chief Officer Municipal Corporation Jhelum for the work Supply of Goods for Municipal Services in Jhelum City.

on the (Name of work) Supply of Goods for Municipal Services in Jhelum City.  
day of \_\_\_\_\_ 2020

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

NOW THEREFORE, it is agreed as follows:-

1) If the above bounden principal shall well truly and faithfully perform the contract and comply with and fulfill all the undertakings, terms and provisions thereof, and satisfy all the obligations of the said principal arising there under, and comply with all covenants therein contained and contained in the specifications, plan and other instruments constituting a part of the contract, required to be performed by the said principal, in the 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 costs and damages which the Government may suffer by reason of failure so to do, and shall fully reimburse and repay the said Chief Officer, Municipal Corporation Jhelum.

All out-lay and expenses which may incur in making good any such default and reasonable counsel fee

*Contractor*

*Chief Officer*

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 alternation thereto, or if the contract has not otherwise been rescinded by the Government under the provisions of clause 60 if general conditions of contract, then this obligation shall be null and void and of no effect, otherwise to remain in full force and effect and virtue.

2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the Municipal Corporation Jhelum or the Engineer- in-charge, extension in time, alteration in or addition to the terms of the contract between the Municipal Corporation Jhelum 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 contractor to the specifications.

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 Chief Officer, Municipal Corporation Jhelum without question and without reference to the principal.

Provided that the notice of demand shall be given by the aforesaid Chief Officer, 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 2020 \_\_\_\_\_. The name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its Government body.

Principal (Contractor)  
Address , CNIC, line & Cell No \_\_\_\_\_  
\_\_\_\_\_

Sureties 1. \_\_\_\_\_, Bank of Pakistan Ltd. OR Bank of Punjab  
\_\_\_\_\_ Branch.

Seal

*Contractor*

*Chief Officer*

**STANDARD OPERATING PROCEDURES FOR THE APPROVAL OF Interim  
Payment Certificate (IPCs)**

Following standard operating procedures would be followed for submission and approval of IPCs.

<b>Nr.</b>	<b>Description</b>	<b>Action By</b>	<b>Action to be taken</b>	<b>Time Line</b>
1	Submission of IPC to ARE/Site in charge of Supervision Consultant preferably on Monthly Basis (1 <sup>st</sup> week of every month) and if submitted twice a month shall be acceptable	Contractor	ARE to verify IPC and making of any deficiency in shop drawing, measurement sheets and cross section at site and to be sent to CRE	3-5 days
2	Certification of Consultant	CRE/QS	To be submitted to MO (I&S)	2-3 days
3	Certification of MC	MO (I&S)	To be submitted to MC finance section	3-5 days
4	Processing/Payment to the Contractor	MC	-	3-5 days

*Contractor*

*Chief Officer*



**FORMAT OF IPC SUMMARY**  
**Supply of Goods for Municipal Services Infrastructure in Jhelum City**  
**INTERIM PAYMENT CERTIFICATE No.**

Consultant:

Contractor

Sr. No.	Description	Amount
1	Value of Work Done upto this IPC	
2	Value of Work Done upto Previous IPC	
3	Value of Work Done during IPC this (1-2)	
	<b>Balance</b>	
5	Less / Withheld Amount	
6	Gross Amount Payable	
Less:	Retention Money @	
	Income Tax @	
	<b>Net Payable Amount</b>	
	<b>Say</b>	

**Submitted by:**  
**Contractor**

**Checked / Verified by**  
**ARE**

**Certified by**  
**CRE**

*Contractor*

*Chief Officer*

## SOP for Extension of Time

Steps	SOP	Initiate by	Consulted with	Approval	Action by When
1	Submission to ARE with updated work schedule including the time extension due to a Compensation Event or a Variation due to which time expected to extend beyond completion date	Contractor			Within a week time of situation arising or Early Warning as per Clause 32
2	Assess the exact time extension due to any Compensation Event or Variation ordered with checking of work involved at Site Submission to CRE with recommendation	ARE	CRE		02 - Days
3	Recommend to Engineer-in-Charge, the time extension involved due to any variation order, Compensation Event or any unforeseen event exact amount of work with BOQ rates is to be mentioned	CRE			07 - Days
4	Order the EOT as recommended by CRE	CRE		MO (I&S)	03 - Days
5	Approval to be communicated to the Contractor	MO (I&S) / Chief Officer/ Administrator			02 - Days
	Approval to be shared with PMDFC	MO (I&S)			02 - Days

*Contractor*

*Chief Officer*

**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; He will be designated as Construction Manager .
- 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 Bid and acceptance thereof, the specifications, the drawings, and Bill of Quantities (BOQ)
- 4) “*Contractor*” means the person or persons, firm or company whose Bid 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 price mentioned in the letter of award, subject to such addition thereto or deductions there from as may be made under the provisions of the contract;
- 6) “*Constructional Plant*” means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- 7) “*Drawings*” means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the Engineer-in-charge;
- 8) “*Engineer-in-charge*” means the Municipal Officer (Infrastructure & Services) (MO(I&S))
- 9) “*Government*” means the Government of the Punjab Local Government & Community Development Department
- 9(a) “*Item Rates*” mean the rates filled by the Contractor on Bill of Quantities (BOQ) and approved by Employer/Chief Officer.

*Contractor*

*Chief Officer*

**9(b)** “MC” mean Municipal Corporation

- 10)** “*Defect Liability Period (DLP)*” 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;
- 11)** “*Defect Removal*” 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)** “*Program of Work*” means the Program of work submitted by the contractor and approved by the Engineer-in-charge and includes an amendment thereto made from time to time and approved by the Engineer-in-charge;
- 13)** “*Site*” means the lands and other places on, at, over, under; in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the Engineer-in-charge for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- 14)** “*Specifications*” means the specification referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge
- 15)** “*Temporary Works*” means all temporary works of every kind required in or about the construction, completion or maintenance of the works;
- 16)** “*Works*” means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

**CLAUSE - 2**

**Marginal  
headings for  
information  
only**

The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and direction of the reader with regard to the contents of the said documents and shall

*Contractor*

*Chief Officer*

by no means be invoked 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.

## **CONTRACT DOCUMENTS**

### **CLAUSE - 4**

**Documents**  
**manually**  
**explanatory**

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 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**  
**Drawings**

- 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 Bid. 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 these drawings are not replicated or passed on to others or used by any other agency/person

**One copy of**  
**Drawing 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 all responsible times also be made available for inspection and used 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.

*Contractor*

*Chief Officer*

- 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 that contractor may require for execution of works or otherwise under the contract.

## GENERAL OBLIGATIONS

### CLAUSE - 6

#### **Contract agreement**

The contractor shall, enter into and execute a contract agreement in the form annexed within 21 days of the issue of letter of award

### 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 performance security for the extended period of completion under clause 37 of the agreement. All compensations or the sums of money payable to the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his performance security, and in the event of his performance security reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or other security as aforesaid any sum or sums which may have been deducted from, or raised by sale performance security or any part thereof.

The performance security deposit / additional performance security ledged 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

#### **Program of work to be furnished it so required by Engineer-in-charge**

- i. 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 Program 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 date 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.

*Contractor*

*Chief Officer*

- ii. The contractor shall also, whenever required by 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 the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.
- iii. The submission to and approval by the Engineer-in-charge of such Program, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.
- iv. In the event of the non-submission of the Program or revised/amended Program 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 % per day or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the total Bided amount of the work, subject to maximum of 2% of contract amount.

**Action when Program not submitted in time**

**CLAUSE - 9**

**Setting out**

The contractor shall be responsible for the true and 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 alignments of all parts of the works and for the provision of all necessary instruments, appliances and labor 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 or any part of the works, the contractor on being required so to do by the Engineer-in-charge, shall at his own expense, 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, bench marks, site-rails, pegs, slope stakes, batten-boards, stakes for location, and other things used in setting out the works.

**CLAUSE - 10**

**Work to be executed in accordance with the specifications 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 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.

*Contractor*

*Chief Officer*

**CLAUSE - 11****Action where no specifications are provided**

In the case of any class of work for which there is no such specification as mentioned in para-2 of the general directions for the guidance of the Bidder 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 Bid, if however, there is no standard specification or specifications attached with the Bid, the work shall be carried out, in all respects in accordance with the instructions and requirements of the Engineer-in-charge

**CLAUSE - 14****Arrangements to safeguard danger to unfinished work**

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

*Contractor*

*Chief Officer*



**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 subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover 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 uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

**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 disciplines 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) (i) The Engineer-in-charge shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable, and the contractor shall comply with the request forthwith.
- (ii) No such agent, workman, foreman or other employees 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 - 20****Damage to  
persons and  
property**

- 1) The contractor shall indemnify and keep indemnified the Government/MC Jhelum against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants of 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 whatever 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 of or to indemnify the Government against any compensation or damages for or with respect to:-
  - a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
  - b) The right of the MC to construct the works or any part thereof on, over, under, in or through any land.

- c) Interference whether temporary or permanent with any right of light, air, way or water, or other basic right which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the MC, 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 define 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.

**CLAUSE - 22**

**Giving of notices and payment of fees.**

- i. 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 any regulation or by-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 status regulations etc.**
- ii.** The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or 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 MC indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation or by-laws.
- Payment of income tax and other taxes.**
- iii.** The contractor shall be responsible for the payment of all income tax, super tax and other Government or local taxes arising out of the contract, which shall not be reimbursed to him by the MC and the rates 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 Bid 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.

**ASSIGNMENT AND SUB-LETTING**

**CLAUSE – 26**

**Assignment.**

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 - 30**

**Stores to be  
supplied by  
Government.**

If the specification, or the estimate of the work provides for the use of any special description of material and equipment to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials, stores and equipment and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only; and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set 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 MC, and shall not, on any account be removed from the site of works without the written permission of the Engineer-in-charge, and shall at all times be open to inspection of the Engineer-in-charge. Any such material unused or in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

**CLAUSE - 31**

**Action and  
compensation  
payable in  
cases of bad  
work**

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, 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-in-charge in his demand aforesaid, then the Engineer-in-charge may rectify or remove and

*Contractor*

*Chief Officer*

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-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten(10) percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by MC to the contractor. Measures of rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

## LABOR

### CLAUSE - 32

**Application of labor laws and rules.**

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

### CLAUSE - 33

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

- 1) In every case in which by virtue of the provision of Section-12, sub section (1) of the workman's Compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the work Government/MC 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/MC shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by Government/MC to the contractor, whether under the contractor or otherwise.
- 2) Government/MC shall not be bound to contest any claim made against under section 12, sub section(1) of the said Act, except on the written request of the contractor and upon his giving to the Government/MC full security for all costs for which Government/MC right become liable in consequence of contesting such claims.

**COMMENCEMENT, TIME AND DELAYS****CLAUSE - 35****Commencement  
of work**

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

**CLAUSE - 36****Time for  
completion**

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

**CLAUSE - 37****Extension of  
time for  
completion.**

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 unavoidable hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the Engineer-in-charge or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the Engineer-in-charge within thirty, days of the date of such circumstances, the full and detailed particulars of the claim on account of which he desires an extension as aforesaid. The Engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper. The form of extension of time for completion is attached

**CLAUSE - 38****No work at  
night or on  
Sundays /  
Public Holidays**

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as here in after provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Engineer-in-charge save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer- in-charge. Provided always that the provisions of this clause shall not be

*Contractor**Chief Officer*

applicable in the case of any work which it is customary to carry out by rotary or double shifts.

**CLAUSE – 39**

- Compensation for delay.**

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

c) 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 item of work exceeds thirty days, to complete each part of the work or its component, as per Program of work or any revision or amendment to it approved by the Engineer-in-charge. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the Engineer-in-charge, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Engineer-in-charge (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 of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost stated in item (b) of the memorandum of work annexed hereto.

**CERTIFICATE OF COMPLETION**

**CLAUSE - 40**

**Certification of completion of work**

Without prejudice to the right of the Government under any such clause(s) herein contained, as soon as in the opinion of the Engineer-in-charge, the works shall have been completed and shall have satisfactory passed any final test that may be prescribed by the contract, the Engineer-in-charge will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the Engineer-in-charge may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement, unless such certificate shall expressly so state. Provided 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

*Contractor*

*Chief Officer*



removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction materials of all kinds and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures, water supply, sewerage or drainage works, sanitary installations, gas and electric fittings, in, upon, or about which the works are to be executed, or which he may have had possession for the purpose of the execution thereof, nor until the works shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus material of all kinds and rubbish as aforesaid and cleanings of dirt on or before the date fixed for the completion of the works, the Engineer-in-charge may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds and rubbish and dispose of the same as he thinks fit, and 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.

**ALTERATIONS, ADDITIONS AND COMISSIONS**

**CLAUSE - 41**

**Alternation in specifications and drawings.**

The Engineer-in-charge shall have power to make any alteration in, omission from, addition to, or substituted 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 alternations, omission, 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 the same rates as are specified in the Bid (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. Shop drawings will be made by the contractor.

**Alternations omissions or substitution do not invalidate the contract.**

**Extension of time in consequence of alterations**

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work

*Contractor*

*Chief Officer*

shall be carried out at the item rates enforced at the time of receipt of Bids with reference to which the Bid for the work was submitted by the contractor.

**Rate of 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 Municipal Corporation 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.

**CLAUSE - 42**

**No compensation for alteration in or restriction of work to be carried out, if variation does not exceed 25%**

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 Bid (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such work, or change the levels, lines, position and dimensions of any part of the works, or require the contractor to execute additional work of any kind necessary for the completion of the work, the Engineer-in-charge shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment or increase of the work, as originally contemplated; 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 those arising out by reasons of price variation under clause 55 hereof) on completion of the whole of the works, does not exceed 25 percent of the sum named in paragraph of 1(one) of this Bid.

*Contractor*

*Chief Officer*

**Variation  
exceeding  
25%**

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 25 percent of the sum named in paragraph 1 of the Bid results from the aggregate effect of all increases, decreases omissions or adjustments (other than those arising out because of price variation under clause 55 hereof), as a result of the requirement of the Engineer-in-charge, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Engineer-in-charge and the contractor. In the event of disagreement, the Engineer-in-charge shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and over heads.

### **MAINTENANCE AND DEFECTS.**

#### **CLAUSE - 43**

- |  |   |
|--|---|
| <b>Period of<br/>Defect<br/>Liability</b>  | <p>1) The period of Defect Liability mentioned in item (i) of the memorandum hereto annexed shall be calculated from the date of completion of the works certified by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause, from the respective dates so certified, and in relation to the period of maintenance the expression the "work" shall be construed accordingly.</p>  |
| <b>Execution<br/>of work of<br/>repair etc.</b>                                  | <p>2) The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the Engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-charge as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage other faults as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer-in-charge prior to its expiration.</p> |
| <b>Cost of execution<br/>of works of<br/>repair etc.</b>                         | <p>3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer-in-charge such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.</p>  |
| <b>Remedy of<br/>contractor's<br/>failure to<br/>carry out<br/>work required</b> | <p>4) If the contractor shall fail to do any such work as aforesaid, required by the Engineer-in-charge, the Engineer-in-charge shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contractor should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the Engineer-in-charge</p>   |

*Contractor*

*Chief Officer*

(whose certificate as to the amount of the work shall be final and binding on the parties) any may deduct the same from any moneys due or that may become due to the contractor.

**CLAUSE - 44**

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

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 fitting and electric installation, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of its 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.

*Contractor*

*Chief Officer*

**PAYMENTS****CLAUSE - 46****Bills to be submitted on prescribed form.**

The contractor shall submit all bills (Interim Payment Certificates (IPCs) 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 Bid (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for the Bid, at the rate hereinafter provided for such works. (Form attached)

**CLAUSE - 47****Bills to be submitted monthly.**

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

**CLAUSE - 48****Deduction of security deposit.**

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 towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

*Contractor**Chief Officer*

All compensations of other sums of money payable by the contractor to the Government/MC 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**

**Conversion of security deposit into profit bearing securities.**

If the contractor so desires and makes a written request to the Engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing security at the cost of the contractor, the amount of, security deposit retained from 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 of Pakistan Ltd.
- 5) Allied Bank of Pakistan Ltd.
- 6) The Bank of Punjab.

and pledged in the name of the Chief Officer concerned.

#### **CLAUSE - 50**

**Refund of security deposit.**

- a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of six(6) months in the case of original works valuing upto Rs 5.0 million and twelve (12) months or even more, as may be determined by the Engineer-in-charge in the case of works valuing above Rs.5.0 million, after the issue of the certificate of completion of the work under clause 40 hereof by the Engineer-in-charge provide that in case the contractor is required by the Engineer-in-charge to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clause 43 and 44 hereof to the satisfaction of the Engineer-in-charge. However if the contractor does not rectify the defective works within 12 months of the issuance of completion certificate, the Engineer-in-Charge will be at liberty to get the defects removed from other contractor and the cost bear of will be recovered from the security deposit of the contractor and the contractor will be blacklisted as per provisions of PPRA Rules.
- b) If the cost of defects so removed through another contractor exceeds the amount of security deposit available with MC, then the excess amount will be recovered from the security deposits/bills of the original contractor which may be due to him from any Provincial Building/Public Works Department/LGs. If however the original contractor is not working or his security deposit is not available in any Department/LGs, then the excess amount will be recovered as arears of land revenue.
- c) security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the Engineer- in-charge under clause 40 subject to the production of bank guarantee from a scheduled bank in Pakistan to the satisfaction of and in the form suitable to the Engineer-in-charge, for the same amount covering the balance of period of maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

*Contractor*

*Chief Officer*

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

**CLAUSE 51**

**Payment on intermediate certificate to be regarded as advances**

The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, subject to the condition laid down in item(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only, and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim: nor shall it conclude, determine, or affect in any way the power of Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

**CLAUSE - 52**

**Final bill to be submitted within one month.**

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties which should be made within 15 days after lapping of one month on issuance of completion certificate

**CLAUSE - 53**

**Procedure for payment to firms.**

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

**CLAUSE - 54**

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

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

*Contractor*

*Chief Officer*

**VARIATION IN PRICES OF SPECIFIED MATERIALS****CLAUSE - 55**

This Contract is not subject to any kind of Price variation

**CLAIMS OF CONTRACTOR****CLAUSE - 56**

**Bills to be  
submitted  
monthly**

The contractor shall deliver in the office of the Engineer-in-charge or the person whom he delegates the powers on or before the 10<sup>th</sup> day of every month during the continuance of the work covered by this contract a return in such form as the Engineer-in-charge may from time to time prescribe showing details of any rate, amount and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled 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-in-charge under or in respect of, or in any manner arising out of the execution 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. (Template of delegation of powers is attached)

**CLAUSE - 57**

**Claims for  
payment of extra  
ordinary nature**

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

**CLAUSE - 58**

**Time limit for  
unforeseen  
claims**

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

**CLAUSE - 59**

**Claim for  
compensation for  
delay in the  
execution of work.**

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 had, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained, unless expressly verified by Engineer-in-charge on the recommendations of CRE, through ARE / RE.

*Contractor*

*Chief Officer /District Officer*



**REMEDIES AND POWERS****CLAUSE - 60**

**Action when  
whole of security  
deposit is  
forfeited.**

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

- i** The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the 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-in-charge 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 there from the amount of aforesaid compensation and other charges duly ascertained and certified by the Engineer-in-charge to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the Engineer-in-charge, the amount of such excess shall be deemed a debt due by the contractor to the Government and shall be recovered accordingly.

**CLAUSE - 61**

**Work at the risk  
and expense of  
the contractor**

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the Engineer-in-charge such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the Government or the Engineer-in-charge by the contract, the Engineer-in- charge on behalf of the Government, after giving fourteen days notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the Engineer-in-charge be desirable:-

*Contractor*

*Chief Officer /District Officer*

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

In the event of any of the above courses mentioned in this clause being adopted by the Engineer-in-charge, the contractor shall have no claim 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, be with a view to, the execution of the works or the performance of the contract.

### **CLAUSE - 62**

**Contractor remains liable to pay compensation if action is not taken under clauses.**

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

**Power to take possession or require removal of or sell contractor's plant, etc.**

In the event of the Engineer-in-charge 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-in-charge whose

certificate shall be final otherwise the Engineer-in-charge, may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, construction plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

### **CLAUSE - 63**

**Contract may be rescinded and security deposit for subletting bribing, or if contractor becomes insolvent**

If the contractor shall, in defiance of the Engineer-in-charge's instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan 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 way relating to his office, or employment; or if any such officer or person shall become in any way directly or indirectly interested in the contract; the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescinded under clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

### **CLAUSE - 64**

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

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/MC 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/MC to the contractor, either in respect of this contract or any work order or contract, or on any other account by any other department of the Government; or recovered from the contract or as arrears of land revenue.

## **SETTLEMENT OF DISPUTES**

### **CLAUSE - 65**

**Procedure in dis-agreement.**

In the event of any disagreement between the Engineer-in-charge and the contractor arising out of the contract, the matter shall first be referred to the Chief Engineer Punjab Local Government Board (PLGB) within a month of completion certificate or within rejection of the contractor claim in writing by the Engineer-in-Charge 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

*Contractor*

*Chief Officer /District Officer*

reference is made to him. The period for decision of the case by the Chief Engineer (PLGB) may, however, be extended by the Additional Secretary (Dev.), LG&CD department under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Chief Engineer (PLGB) and shall proceed with due diligence, whether arbitration is intended or not.

**Contractor dis-satisfied with the decision of Chief Engineer (PLGB)**

If the contractor be dis-satisfied with the decision of the Chief Engineer (PLGB) 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 Chief Engineer (PLGB) within a period of twenty eight days of the receipt of the Chief Engineer's decision or in case no decision is given, at the end of the period or periods within which the Chief Engineer (PLGB) 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 Chief Engineer (PLGB) 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 Chief Engineer (PLGB). The subsequent inflation/increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

**Increase in amount of claim once preferred not allowed**

**Reference to arbitration**

A reference to arbitration shall be made by the contractor in writing not later than six 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 either party to the contract; or/and
  - iv. Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination.

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

- b) The venue of arbitration shall be in Punjab and the arbitration shall be held in accordance with Arbitration Act 1932 and as amended to date of arbitration. 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

*Contractor*

*Chief Officer /District Officer*

**Arbitration**

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 Additional Secretary (Dev.), LG&CD Department, from among the officers of any Provincial Building/Public Works Departments of Punjab (In service or retired) not below the rank of Superintending Engineer. in case the claim preferred is for an amount upto half a million rupees, The decision of the sole arbitrator in such case 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 Superintending Engineers (in service or retired) of any Provincial Building Departments , one to be nominated by the Chief Engineer (PLGB) 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 any of the Provincial Building departments not below the rank of Chief Engineer to be appointed by the Pakistan Engineering Council (PEC). The decision of the two arbitrators / umpire, as the case may be shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

### ADDITIONAL CLAUSES

1. The Contractor/Supplier shall quote rates for each item separately in Bill of Quantities (BOQ)
2. Conditional Bids or Bids without Bid security will not be considered / entertained.
3. The program for the execution of work, the arrangement or transport, machinery, materials and labor will be submitted to the Engineer-in-charge immediately after the contract agreement has been signed.
4. The contractor/Supplier 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 contractors on account of loss arising from weather abnormalities shall not be considered by the MC.
5. The Competent Authority reserves the right to reject all the Bids in line with PPRA Rule-35
6. If the Bidder withdraws his Bid within 90 days of the date of the opening of the Bid, his earnest money will be forfeited in favor of Municipal Corporation Jhelum.
7. In case of firm/company, the constitution of firm/company along with the names of the attorney/attorneys of the firm/company authorized to represent the firm/company and to receive the Cheques along with powers of attorney must be provided at the time of submitting the Bids.
8. The contractor/Supplier shall be responsible for housing, sanitation and medical treatment of the labor employed by him and shall follow all the Government rules framed on the subject.
9. 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.
10. Labor will be paid by the contractor/Supplier regularly. Any complaint of arrears due to labor will make the contractor liable to stoppage of his payment from the department/MC.
11. If the work is not started within 30 days from the date of acceptance letter, the earnest money will stand forfeited to MC.
12. Payment of contractor/Supplier will be made after deduction of all applicable taxes.
13. The contractor/Supplier 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.
14. The security deducted from the bills of the contractor may be deposited with National Bank of Pakistan as interest bearing security if the contractor makes written request in this regard.

15. All circuit breakers, MCUs, contactors, and other electrical fittings shall be of approved quality.
16. All wall sockets shall be of 3 Pin type and the 3rd pin shall be earthed through copper wire No. SWC running inside the metal conduit/P.V.C. Conduit. No. Separate payment for the earthing of 3 Pin 5 Amps wall socket point shall be made. testing charges of the laboratory. .
- 17 In case of supply and installation of machinery, motor control units, PFIEs, any kind of equipment or street or other lights, certain approved brand options with equivalent have been given in the BOQs. The options will be exercised by the Engineer-in- Charge and not the contractor and hence the brands approved by the Engineer-in-charge will be procured and brought to site.
18. The Goods to be supplied shall be as specified in BOQ. The Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods as if such items were expressly mentioned in the Contract.
19. The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Contract. The details of shipping and other documents to be furnished by the Contractor/Supplier.
20. For Goods supplied from outside or within the Client's Country, the Contractor/Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Client.
21. The Contractor/Supplier shall ensure that the Goods comply with the technical specifications and other provisions of the Contract.
22. The Contractor/Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
23. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the manner specified in the Contract Agreement.
24. The Contractor/Supplier shall at its own expense and at no cost to the Client carry out all tests or inspections of the Goods as specified in the Contract Agreement.
25. The Contractor/Supplier shall warrant that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials.

*Contractor*

Precautions to be adopted by consumers, owners, electrical contractor, electrical workmen licensees and other suppliers energy:

(I) No electrical installation work, including additions, alternations, required and adjustments to existing installation, except such replacement of lamps, fans, fuses, switches and other component part of the installations as in no way alters its capacity or character shall be carried out upon the premises or on behalf of any consumer or owner for the purposes of the supply of energy to such consumers or owner, except by an electrical contractor licensed by the Provincial Government in this behalf and under the direct supervision of the person holding a certificate or competency issued by the Provincial Government.



# BILL OF QUANTITIES & SPECIFICATION

*Contractor*