

Agreement No.

PWD7A

Name' of
Contractor _____

Name of Work _____

**GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION AND WORKS DEPARTMENT**

Division _____

Sub-Division _____

**PERCENTAGE ITEM RATE TENDER AND
CONTRACTOR FOR WORKS**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board- hung up in the office of and signed by the Divisional Officer.

1. This form will state that work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tendered and the percentage, if any to be deducted from bills, Copies of the specifications designs, and drawings and scheduled rates and any other document required in connection with the work signed for the purpose of identification by the Divisional Officer shall also be opened for inspection by the contract at the office of the Divisional Officer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on account of work. When executed by a firm. Must also be signed by the several partners, except where the construction arc described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of partners, or by some other person having authority to give effectual receipt for the firm.
4. An person, who submits a tender, shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work Only one rate of percentage more or less on all schedule rates shall be named. Tenders, which propose any alteration in the work specified in the said form of invitation to tender or the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work but contractors, who wish to tender for two or more works, shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
5. The Divisional Officer should himself open the tenders as far as possible. Tenders which are in the powers of acceptance of Superintending Engineer or Chief Engineer should be opened in keep the Superintending Engineer informed accordingly.
6. The officer inviting tender shall have the right of rejecting all or any of tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing that he procures receipt signed by Divisional Officer.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the C& W Department and their issue rates shall be filled in and completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in a completed be shall request the office to have this done before he completes and delivers his tender.
9. No liability shall be incurred by the C&W Department nor shall the contract be considered binding until the tender has been signed by the contractor and until the acceptance of the tender by the officer competent to accept the tender has been communicated, in writing to the contractor.
10. No bank deposit receipt other than from the Schedule Bank of Pakistan will be accepted security deposit.

11. Certified that this agreement contains _____ Pages and fifty (50) clauses and that the terms and conditions of the Agreement were read out to me/us and I/We have fully understand the same.

Signature of Contractor

Signature of
Divisional Officer

TENDER FOR WORKS

I/We hereby tender for the Governor, Khyber Pakhtunkhwa, of *in figures as well in words. The work specified in the underwritten memorandum within the time specified in such memorandum at*

And in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clauses II of the annexed conditions and with such materials as are provided for by and in null other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a. General description

b. Estimated cost	Rs.	
c. Earned money	Rs.	c. The earnest money will be a minimum of 2% of the estimated cost of the work.
d. Security deposit including earnest money	Rs.	d. The deposit will be 10% of the estimated cost of the 'work,
e. Deduction to be made from the bills @8%	Rs.	e. This percentage where no security deposit is Taken will be 10% of the estimated cost of the work.
f. Tune allowed for the work from date of Written order to commence: _____Months/days	Rs.	

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and! Give Particulars and Provisions of the said conditions of contract annexed hereto so far applicable, or in default there of number to forfeit and pay to the Governor Khyber Pakhtunkhwa or his successor in office sums of money mentioned In the said conditions. The sums of Rs._____ is hereby forwarded in currency notes as earnest money the full value of which is to be absolutely forfeited to the said Governor Khyber Pakhtunkhwa or is his successors in office, without prejudice, to any other rights or remedies of the said Governor Khyber Pakhtunkhwa of his successors in office should I/We fall to commence the work specified in the above memorandum Or the full value of which shall be retained by Government on account of the security deposit specified in Clause I of the said conditions of contract.

Signature of witness of
Contractor signatures.

Dated the _____ day of _____, 20__

Signature of contractor Occupation
Before submission of tender

Contractor

The above tender is hereby accepted by me on behalf of the Governor, Khyber Pakhtunkhwa.

Signature of the officer by Dated the _____ day of _____ 20
Whom accepted

CONDITIONS OF CONTRACT

Clause 1, The person/persons whose tender may be accepted (hereinafter called security Deposit, the contractor) shall permit Government at the time of making payment to him for work done under the contract to deduct, such sum as will, (with the earnest money deposited by him) amount to 8% (Eight percent) of all moneys so payable such deductions to be held by Government by way of security deposit.

All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or by the sale of a sufficient part of his security deposited, or from the interest arising there from or from any sums, which may be due or may become due to the contractor by Government on any account whatsoever, and in the event his security deposit being reduce by reason of any deduction or sale as aforesaid the contractor shall within ten days thereafter .make good in cash' or 'Government securities endorsed as aforesaid any sum or sums which may. been deducted from, or raised by sale of his security deposit or any part thereof. All interest. Which ' may from time to time accrue due and payable on the said security deposit shall be paid as the same shall be realized to the contractor

Clause 2. The time allowed for carrying out the work as entered in the tender shall be ' strictly observed by the contractor and shall be reckoned from the date on 'which the order to commence work is given to the contractor. The work shall, throughout the stipulated period of the contract be proceeded with all due diligence (time 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 or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished after the proper dates, and further to ensure good progress during the execution the work, the contractor shall be bound in all cases which the time allowed for any work, exceeds one month to complete one -Fourth of the whole of the work before one -fourth of the whole time allowed under the contract that elapsed, one- half of the work before one -half of such time has elapsed, and three -Fourths of the work before three- fourths of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the, Superintending Engineer (whose decision in writing shall be final) may decide, on the said estimated cost of the whole work for every day that the, due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender

Compensation for leaving work incomplete.

Clause 24. In the event of the contractor refusing to carry out the work, or Leaving incomplete, at any time or after the commencement of work, the contractor shall pay as compensation an amount equal to, ten percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown in the tender and the Divisional Officer may, by notice in writing, rescind the contract in which case the whole of the security deposit of the Contractor' (whether paid in one sum or deducted by installments) shall stand forfeited and be absolutely at disposal of Government and the same consequences shall ensure as if the contract has been rescinded under Clause 3 hereof.

Clause 3. In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security Deposit (whether paid in one sum or deducted by installment) the Divisional Officer, on behalf of the Governor NWFP shall have power to adopt any Of the following courses, as he may deem best suited to the interest of Government:-

(a) To rescind the contract of (of which rescission notice in writing to the contractor under the hand of the Divisional Officer 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

(b) To employee labor paid by the Communication and Work Department and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and, price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates if it had been carried out by the contractor under the terms of his contract,' the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as be unexecuted 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 and which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of such excess the certificate in writing of the Divisional Officer shall be final and conclusive shall be borne and paid by Government under the contractor or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above course being adopted by the Divisional Officer the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchase or procured any materials or entered into any engagements, or made any advances on account of or with a view to exaction of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid; the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Sub - Divisional Officer/Divisional Officer 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 certificate

Clause 4. In any case in which any of the powers, conferred upon the Divisional Officer by Clause 3 hereof, shall have become exercisable and the same shall not be exercise, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which by clause or clauses here he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession, of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belong to the contractor or procured by him and intended to be used for the execution of the work or any part thereof of the work or any part thereof paying or allowing for the same in account at the contract rates, or, in case of these not being applicable at current market rates, to be certified by Divisional Officer whose certificate thereof shall final, otherwise the Divisional Officer may by notice in writing To the contractor or his clerks of the works foreman or other authorized agent require him to remove such tools, 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 Divisional Officer may remove them at the contractors 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 Divisional Officer as to the expense of any such removal and the amount of the proceeds, and expense of any such sale shall be final and conclusive against the contractor.

Liable to pay compensation if action not taken under clause3

Powers to take possession or require removal of or sell contractors plant

Clause 5. If the contractor shall desire an extension of time for complete on of work on the ground of his having been unavoidably hindered in its executor. Or any other grounds he shall apply in writing to the Divisional Officer within 30 days of the date of the hindrance on account of which the extension is desired. If the request of the Contractor, in the opinion of the, Divisional Officer (which shall be final) is found to be reasonable, he may authorize the extension of time in case' it does not exceed one -tenth of the original time of the contract. Where the time involved exceeds one-tenth of the contract, the extension shall be authorized:-

Extension of time

- (a) With the approval of the Superintending Engineer, if it does not exceed one-half' of the original one, or
- (b) With the approval of the Chief Engineer, if it exceeds one -half of the original time.

Clause 6. On completion of the work, the contractor shall be furnished with a certificate by the Sub -Divisional Officer/Divisional I Officer (herein after called Engineer -in-Charge), on the completion, but no such certificate shall be given nor shall the work' be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, huts, godsons, shelters, surplus materials and rubbish, and cleaned off the dirt from all or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof or until the work shall have been measured by the Engineer-in-Charge or by a subordinate at the instance of the Engineer -in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to company with the requirements of this clause as to removal of scaffolding, huts, godowns, shelters, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor, remove such scaffolding, huts, godowns, shelters, surplus materials and rubbish and dispose of the same as he thinks fit and clean of such . dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred. and

Final Certificate

Shall have 'no claim in respect of any such scaffolding, huts, godowns, shelters, or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on Intermediate certificate to be regarding as advances

Clause 7. No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works, shall have been completed and a certificate of completion give. But as in the case of work estimated to, cost more than rupees one thousand, the contractor shall submitting the bill therefore be entitled to receive a monthly payment . proportionate to the pat thereof then approved and passed by the Engineer -in-Charge, 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 payments by way of advance against the final payment only' and not as payments for' work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect 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 powers of the 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 very or affect the contractor. The final bill shall be submitted b~ the contractor within one month of the date fixed for completion of the work, otherwise the certificate of measurement taken or caused to be taken by the Engineer -in- Charge and of the total. amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted monthly

Clause 8. A bill shall be submitted by the contractor each month on or before the date exceed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge, shall take or. Cause to be taken the requisite measuring for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill. 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 to the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9. The contractor shall submit all bills on the printed forms to be had on application at the. Officer of the Engineer -in-Charge and the charges in the bills always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these' conditions, as not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bill to be printed forms

Clause 10. If the specification or estimate of the work provides for the use of any special description of material to be supplied form the Engineer-hi-Charges stores, or if it is required that the contractor shalt use certain stores to be provided by the Engineer-in-Charge, or if any special tools and plant, and prices and hire charges to be charged therefore as hereinafter mentioned. Being so far as practicable for the convenience of the contractor, but No .not as in any way to control the meaning 'or effect of this contract, specified in any schedules or memorandum hereto annexed} the contractor shall be supplied with such material stores and special and special tools and plant as required from time to time for the purpose of the contract only and the value of the full quantity of materials an d Stores, so supplied and the hire charges of the special tools and plants and the rates specified in the said schedules or memorandum, may be set off or deduct from any sums due or thereafter become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities the same or a sufficient partitions thereof being in case sold for the purpose. All materials and special tools and plant specified in schedules A and C will remain the absolute property of the Government All materials specified in schedule B which are issued and the charged to contractor shall remain the property of the contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer in charge and shall at all times be open to inspection by hi .Any such material unused and in perfectly good condition at the time of the completion or determination of the contractor shall be retuned to the Engineer in Charges store if by a notice in writing under his hand he shall so required.

Store supplied by Government .

Works to be executed in accordance with specification drawings orders, etc.

Clause 11. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both' as regards materials and otherwise in, every respect in such accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, 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 officer at the site of the work for purpose of inspection during office hours, and the contractor s hall if he so requires be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instructions aforesaid.

Alteration in specification and designs

Do not invalidate contract.

Clause 12. The Engineer-in-Charge shall have power to make any alteration in or addition to the original specifications, drawings, designs and instructions that may appear to him. to be necessary of advisable during the progress of the work and the contractor shall be bound to any out the work accordance with any instructions, which may be given to him in writing signed by the, Engineer-in-Charge, and such alteration shall not invalidate the contract, and any additional

Work which the contractor may be directed to do in manner above specified as part of work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of work shall be extended in the proportion that the additional work be extended in the proportion, that the additional work bears to the original contract work and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion, And if the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the Schedule of Rates of the District and if such as mentioned class of work is not entered in the Schedule of Rates of the District, then the contractor shall within seven days of the date of his receipt of the order to carry out the work. Inform the Engineer - in- Charge of the rate, which it is his intention to charge for such class of work and if the Engineer-in-Charge does not agree to this rate he shall be notice in writing be at liberty to cancel his order to carry out sub class of work and arrange carry it out in such manner as he may consider advisable provided always, that if the contractor shall commence work or incur mentioned, then in such case shall only be (titled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according for such rate or rates as shall be fixed by the Engineer-In-Charge. In the event of-dispute to division of the Superintending Engineer of the Circle shall be fined.

Extension of time in Consequence of alteration

Clause 13. If at any time after the commencement of the work the Governor, Khyber Pakhtunkhwa shall for any reason whatever not requires the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice. in writing of the fact to the contractor who shall claim to any payment or compensation on account of any profit or advance which he might have derived in consequence of the full abounding of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings and instructions which shall involve any curtailments of the work a originally contract dated.

No compensation of alteration nor restrictions of work to be carried out.

Clause 14. If it shall appear to the .Engineer.in-Charge or his subordinate in charge of the work that any work has been executed with unsound imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quantity inferior to that contract for or otherwise not in accordance with the work, materials or article complain not with standing that the same may have been inadvertently passed, Certified and paid for for with rectify or remove and re-construct then part as the case may require, or as the case may be remove the materials or articles at his own proper charge and cost 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 contractor shall be liable to pay compensation at the rate on percent on the amount of the estimate for every day not exceeding ten days While his failure to do so shall continue and in the case of any such failure the Engineer-In-Charge may certify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects .of the contractor.

Action and compensation payable in case of bad work.

Clause 15. All works under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at the time during the usual working hour and at all other times at which reasonable notice of the intention of the Engineer -in-Charge or his subordinate to visit the work shall have been given to the contractor either himself be present to supervise the work and to receive orders and instructions or have a responsible agent approved before hand, writing by the Engineer -in-Charge of the work and duly accredited in writing by the contractor, present for that purpose, Order given to the contractor agent shall be considered to have they same force as if they had been given to the contractor.

Work to be opened in inspection Contractor or responsible agent to be present

Clause 16. The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order, that the same may be measured, and correct dimensions thereof be taken-before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the, Engineer-In-Charge or his subordinate in-charge of the work and if any work shall be covered up or placed beyond the reach of uncovered at the contractors expense, or in default thereof no payment or allowance shall be made for such work on the materials, with which the same was executed:

Notice to be given before work is covered up.

Clause 17. If the contractor or his work people or servants shall break, deface, injure, or destroy any part of a building, in which they may be working or to the premises, on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within three months After a certificate final or other, 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 expense of which the certificate of the Engineer-In-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor liable for damage done and for imperfections for 12 Months after certificate.

Clause 17A. The security deposit or the balance of the security deposit, due to the contractor will not be refunded to him until three months after the work shall have been certified as completed by the Engineer-in-Charge and until the contractor shall have discharged all the liabilities to which he has become liable under the contractor in default until the Engineer-in-Charge has discharged these liabilities at the contractors expense and until the contractor has furnished Demand/NoDemand Certificate on PWD Form No. 14A.

P.W.D- 14A
GOVERNMENT KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT

Demand*/No Demand* Certificate

**(To be furnished by the contractor(S) on receiving final payment on running
account or last payment in the case of running contract)**

_____ employed

as a Contractor in the _____ Division. C&W Department
.Khyber Pakhtunkhwa do hereby acknowledge having received from the Divisional officer/Sub Division officer, in
connection with my contract.

For _____ The Sum of

Rs. _____ (Bill No.)

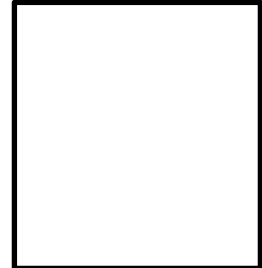
Dated _____). In full payment for all articles supplied and services rendered in connection
herewith:

- (a) except the items detailed in the attached memorandum which I consider to be still due to me .
- (a) i have no claim whatever against Government in connection with or arising out of the said contactor which remains unadjusted.

(1)-----

(Date and signature of Witness).

Signature of Contractor
Dated _____



(2) _____

(Date and Signature of Witness.)
Deice the calmative not applicable.

Clause 18. The contractor shall supply at his own cost all materials, tools, plant (except such special materials, tools and plant, if any, as may in accordance with the contract be supplied from the Engineer -in-Charges stores), appliances, implements, ladders, cordage, tackle, . scaffolding, and temporary works, requisite or proper for the proper execution of the work whether original, altered or substituted and whether Included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may he necessary for the' purpose of satisfying or complying with the requirements of Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to required together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing. Failing his so doing the same may be provided in the Engineer -in-Charge at the expenses of the contractor and the expenses may be deducted from any money due' to the contractor under the contract, or from his security or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide for all necessary fencing and lights required to protect the public from accident. And shall be bound to bear the expenses of defense of every su it action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay and damages and cost which may with the consent of the contractor be paid to compromise any claim of any such Person for injury sustained owing. to neglect of the precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim of any such person

Contractor to supply plants
Ladders Scaffolding etc

And is liable arising from
non-precision of lights
leasing ,etc

Clause 19: Deleted

Female Labour

Clause 20 (a) Boulders, stones, bricks and tics supplied by the contractor shall be Stickle by him at the site of the work as directed by the Engineer in-Charge, In the event the contractor fails to comply with this condition the Engineer-in- Charge may stack the material at the risk and expense in all respects of the contractor.

Contractor of Stack
material at site of work.

- (b) The measurement for earthwork shall be solid measure of the barrow pits form which The been taken out and not to the resultant spill in which case no deduction will be made from the mea Now this is appreciable the measurements will be converted into solid measures in accordan with, the following tables:-

Measure	Multiplications	These figures are accurate and shall bind all parties.
Loose measure	0.50 to 0.60	
Packed Measure	0.67 to 0.89	
Solid Measure	1.00	

No allowance shall be made for slips or fails and pipes. cables to the met during the excavation are to be properly slung or otherwise supported without extra charges. Excavation will be restricted to the minimum dimension necessary and payment will be made on the basis of net requirements.

- (c) Sand, Bajri, Shingle and Metal will be measured not within Box or in carts or Trinks i.c. at the site of work.
- (d) Deduction on stocks of stones Metal, Bricks datoo item brick ballast material or crushed bajri or shingle will be made at 10% (Ten) in all cases.
- (e) Boulders for road metal will be measured after breaking for road metal boulder for road will be measured not after incorporation in the work.
When either of the above methods of measurements of boulders collected "in impracticable boulders stack and measured 16 height will be paid 12 height.
- (f) No deduction will be made in respect of the material specified when they are supplied by a con tractor and used by him the material in work for which payment will be made at rates for material the contractor be paid to compromise any claim for any such person and fixing such work Will be measured up and complete work and paid for at the Schedule of Rates for material and fixing.

Work not be subleued

Contract may be rescinded and security deposit Forfeited for subletting bribing Or if contractor become insolvent.

Sums payable by war of compensation to be considered as reasonable Compensation without Reference to actual loss.

Change in constitution Firm.

Work to be under Direction Of Superintending Engineer

Arbitration

Clause 21 The contract shall not assign 'or sublet without the written app " roval of the Divisional Officer. And if the contractor shall assign or sublet his contract. On attempt so to door become insolvent or is commenced any insolvency proceeding or make any composition with his creditors. Or attempt 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 any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Divisional Officer 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 consequences shall ensue as if the contract had been rescinded under Clause 3 hereof and in Addition the contractor shall not be entitled to recover or be paid for any therefore actually performed under the contract.

Clause 22. All sums payable by way of compensation under any of these Conditions shall be considered or reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause 23. In the case of the tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

Clause 24. All work to be executed under the contract shall be executed under direction and subject to the approval in all respect of the Superintending Engineer of the Circle for the time being entitled to direct at what point to points sand in what manner there are to be commenced, and from time to time carried on.

Clause 25. In the "event of any disagreement arising out of the contract, the matter shall fir: to the Superintending Engineer for decision who shall after making such enquiries as may deem i decision in writing not later than three months after the reference is made to him. This period for de case by the Superintending Engineer ,may however be extended by the Chief Engineer under speci according to the Circumstance justification available in such case. The contractor shall forthwith gi shall proceed with the work diligence whether Arbitration intended or not

It the contractor be dissatisfied with the decision of the Superintending Engineer, or if The is not forthcoming within the stipulated or extended period/periods and desires Arbitration under Arbitration Clause as hereinafter", provide, he shall give a notice in writing of such

mention within a period of 28 days of the receipt of Superintending Engineers decision, 'or in case give, his decision. The said notice shall contain the case of action, material facts of the case and relief sought failing which, the decision of the Superintending Engineer shall become final conclusive and binding, and the contractor shall be deemed to have forfeited and departed from the claim in excess of that allowed by the Superintending Engineer. No subsequent inflation/increase in the amount of claim once preferred in the said notice shall be allowed nor shall any other claim in respect of the same work be 'entertained from the contractor at any later stage. A reference for arbitration shall be made by the contractor in writing not later than three months after completion of the work. Failure to make such a reference within this period shall be deemed that contractor has ,waived all claims in, respect of any dispute.

- (a) Dispute which may be referred for 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/land
 - (ii) The meaning if the operation of any part of the contract, or/land
 - (iii) The rights, duties or liabilities of either party or/land
 - (iv) Whether the contract should be terminated or has been right Terminated and as regards the rights and obligations of the parties as the result of such termination.

Provided these matters for which provision has been make in the contract for final and binding decision by the supertending Engineer or the Executive Engineer shall be excluded from arbitration.

- (b) The venue of Arbitration shall be in West Pakistan.
- (c) IN the event of accordance arising in accordance with the limitation provided in sub-clause (a) of this clause, the same shall be referred to the decision of a sole Arbitrator to be appointed by the Chief Engineer in-charge of the work from among the officers of the department not below the rank of Superintendent Engineer and other than the Superintending Engineer in-charge of the contract work. In case of claim referred for an amount upto Rs. 1 lac only, the decision of the sole Arbtrator in such cases shall be final and binding on the parties concerned. In case of the amount of the claim preferred in over Rs. 1 lac the distribute shall be referred to the award of two Arbitrator to be appointed from the Superintending Engineers of the department other than the Superintending Engineer in-charge of the work one to be nominated by the Chief Engineer of the region concerned and the other by the contractor in the case of the said two Arbitrators not agreeing the case shall be referred to the award of a Chief Engineer to be an officer of the department not below the rank of a Chief Engineer to be appointed by the Government in the Administrative Department. The decision of the two Arbitrator umpires as the case may be, shall be final and binding on the parties concerned. Where the matter involved claims for the payment or recovery or reduction of the money, only the amount if any awarded in arbitration shall be recoverable in respect 'of the matter so referred

Clause 26: Deleted.

Store of European or American manufacture to be obtained from Government Action where on specifications

Clause 27. In the case of any class of work, for which there is no such specification as is mentioned in Rule 1, such work shall, be carried out in accordance with the district specification. And in the event of there being no district specification, then on such case the work shall be carried out in all respect in accordance with the truction and requirements of Engineer in-Charge.

Action where on specification

Clause 28 The expression works or work where used conditions. Shall unless There is' Something either in the subject or context' repugnant to such construction and' taken to mean the, works by or by virtue of the contract contracted to be executed temporary or permanent. And whether original altered substituted additional.

Definition of works:-

Clause 29. The Government will accept no responsibility on account of damage, caused by floods, fires, thefts, riots, force majored or any act of god', to partly completed work, or to 'material belonging to the contractor or to material supplied by the Public Works Department once they have been handed over to the contractor.

Contractor liable for damage to material or works

Clause 30. The contractor shall be responsible for the payment of octroi royalties or any other similar charges that may be necessary in respect of the due performance of this contract and no refund whatsoever will be made by the C&W Department to the contractor on this account.

Contractors to pay octroi charges , etc

Clause 31. (a) No labour below the age of 12 years shall be employed.

Contractors liabilities ad regards labour

(b) (i) The contractor will pay to workmen not less than 50% of the daily wages of his class as shown in schedule D on page 22, whether employed in piece work or otherwise of any day that he is employed on the work or for any day that he is idle through no fault of his own.

(ii) The contractor will maintain on the work during working hours Muster Roll which will be entered in ink the following particulars in respect of all workmen employed on the work:-

Name of each workmen.

Fathers name

Amount of his daily wages

Note: to be marked)

A F if the man is present and working .An T if the man is present but idle trough no fault of his and being paid for the day .An x if the man has been discharged or has left the work and he is not being paid for the day.

(iii) When payment is made or the fact will be recorded in the Muster roll taking the workman signature thumb impression against the amount paid . Thumb impression should be attested by the person making payment .

(iv) if a report is made to the Engineer in Charge that a workman is paid at a rate less than the amount due to him under sub clause (a) of this clause he shall after such hearing the contractor and two workmen and of or working such further enquiry may deem fir fix fair amount or wages due to the workman and his decision shall be final.

(v) if the contractor fails to pay the workman at the rate determined by the Engineer in charge he should be deemed to have violated his contract and it shall be open to the Engineer in charge to deduct from the a amount due to the contractor and sum thus payable to the workman or concerned and pay the same to him or them

(vi) Persistent failure on the part of contractor to pay fair wages to the labours employed by him shall be deemed to be sufficient ground for his contractor being rescinded.

(c) only Khyber Pakhtunkhwa labour where it is available shall be employed unless the Divisional officer certifies that in the case of certain reads local labourer is not sufficiently skilled for the work.

Contractors responsibilities for public works department material and tools and plant handed over to him

Clause 32. The material and tools and plant specified in Schedule A and C on pages 20 and 21 will be handed over the contractor on a date and at a time to be fixed by the Engineer -in-Charge. The contractor shall be required to give a safe custody receipt for the materials and tools and plant and thereafter, he shall be solely responsible for any loss' or damage thereto. He shall be required to carry the materials and tools to the site of work at his own expense.

Liability of contractor for stores and special tools and plants.

Clause 33. The contract shall have no claim in respect of any acknowledgement, Or receipt for stores or material, signed by any C&W Department representative below the rank of Sub-Divisional Officer.

The contractor shall return all special tools and plant lent to him when required to do so by the Engineer-in-Charge. The contractor shall be liable for the payment at marked value of all such tools and plant until they have-been returned to the Engineer -in-Charge whose receipt a no will bind the Government.

Responsibility of contractor regarding animals

Clause 34. (a) Animals employed by the contractor on work still be subject to inspection at any time by a Veterinary Officer and the contractor shall be require-

(i) To remove them forthwith form the vicinity Civil lines an cantonment and from the locality in which other animals are kept any animal considered by a veterinary office r to be suffering from or under reasonable suspicion as contagious discuses.

(ii) To apply any donkey mule or horse employed on such work the mullein tests if considered necessary by military or civil authorizes or if required to do so by the engineer in charge.

b) The contractor shall be responsible for taking adequate steps up prevent at all times

(i) The entry of any animal employed by the contractor into Military or Constabulary or civilian hours lines or stables.

(ii). The watering or feeding or suc h animals at Military or Constabulary or Civilian Horse through or manager.

(c) if in the opinion of the Sub Divisional officer or any higher Public works department officer any animal employed is unfit to work whether owing to lameness sores debility starvation or any other cause the contractor shall immediately case working such animal . contractor shall at his own expense send such animal for examination to an official of the Civil veterinary or destruction of the animal.

Clause 35. The contractor shall be responsible for making his own arrangement for supply of water for work carried out under this contractor where a C&W Department water supply exists, however, and water can be spared, the contractor may. If he so desires, he allowed to take water from the nearest stand-post for which he will be charged.025percent on the value of actual bills paid off at the rate of Rs Per thousand gallons as the Engineer-in-Charge may decide. The assessment of the quantity of water used shall be made by the Engineer -in-Charge should the contractor desire to carry water to a point neat the work than the nearest stand post, he shall be allowed to do so on application to the Engineering. Charge, provided all arrangements 'and expenses in connection with the expansion shall be borne by the contractor. The Public Works Department accept no liability in the event of the failure of any C&W department water supply from which the contractor has been allowed to take water, and the contractor shall not be entitled to any compensation for any such failure. In this contingency and wherever no Public Works Department water supply is available for making his own arrangement for the supply of water at his cost and no charges or payments whatsoever in connection with the supply will met by the C&W Department.

Contractor responsible for arranging of water supply

Clause 36. The Contractor will provided at has own expense the following amenities for all labour employed on the work:

Amenities for Labour to be provided by the contractor

- I. An abundant and potable supply of water
- II. latrines@2% of the labour force.
- III. Sweeper @1/2 % of the labour force
- IV. An in contractor.

The contra-Contractor provide at his own expense the following amenities for labour who do not return

to their houses at night:-

- I. An abundant and payable supply of water.
- II. Latrine @ 6% of the strength of such labour.
- III. An incentrator.
- IV. Sweeper@ 1%
- V. Hutting @ 20 sft of floor space and 400 cft. Of air space or ientage @30 sft . of floor per labourer
- VI. Covered cooking shed at 3 Sft. Per labourer.
- VII. Washing cubical at 1 cubical @ labourers with soakage pits to dispose of the sullage water
- VIII. A good shop selling food grains, sugar, salt and other necessities at the rate prevalent at Kohat. The rates being written up clearly in English and Urdu outside the shop. This will be open to inspection by the Engineer-in-Charge who will examine the quality of food .on sale and order the removal of food which in his . Sole discretion he considers fit.

Clause 37. The C&W department will provide at Government expenses: the following amenities:

No compensation payable for Idle labour

- (i) All necessary medical facilities, medicines and appliances.'
- (ii) Anti-malarial measures wherein the opinion of the medical authorities, such measures are necessary.
- (iii) Such other amenities as may seem necessary to the Engineer-in-Charge.

Clause 38. The contractor shall have no claim to any payment or compensation for labour rendered idle unusable elsewhere on account of any stoppage of work or on any other account whatsoever

Clause 39. When fractions of a rupee appear in the total of the contractors bill (in case of works or supplies chargeable to more than one estimate, in the totals chargeable to each estimate) fractions of less than half a rupee shall be disregarded and a half a rupee or over taken as rupee).

Rounding of Fraction of rupees

Clause 40, No material required in connection with any work executed under this contract shall be carried to the site work by solid iron shod carts or by solid lorries.

Carriage of materials.

Clause 41. All non-scheduled or special rates fixed under the terms and conditions of Clause 12; which are not a combination of other existing schedule rates shall be paid for at net rates and shall not be subject to the percentage deduction or addition specified in the tender on. page 5 of this agreement.

No-schedule, of special of rates

Clause 42. No burrow pits shall be dug within the site of work.

Burrow-pits

Clause 43. Notwithstanding any other clause in the condition of contract the Engineer-in-Charge may decide to have painting work -or cement work or any other work of repair or any of any work or repair, done by Department Agency, whenever and wherever considered desirable and necessary and the contractor shall have no claim to compensation in respect of any such decision.

Public Works Department may decide to have part of the work dons Departmentally.

Classification of bricks

Clause 44 (a) All burin bricks and tiles supplied by the contractor shall be stacked by him at the site of work in two rows of Leader with sufficient room between for inspection purpose..

(b) The bricks will be classified by the Engineer in Charge of the works and will be paid for according to this classification.

The decision of the Divisional Officer regarding the classification shall be final

(g) Bricks and tiles which are rejected by the Engineer in Charge shall be removed forthwith from the site of the work contractor.

Contractor for a number of spare works e.g annual reports Contracts.

Clause 45. Where the contract is not for one single work but for a number of separate works e.g renewals repairs original works a separate sub estimate will be framed for each of these separate works.

(a) In such contract the works estimated cost of the whole work as shown by tenders or the words estimated cost of the work in clause 2 of the contract shall be taken to mean the estimated cost of the work specified in the sub- estimate.

(b) The security deposit for each sub estimate of sub contract will be.

(i) The same proportion of the full security specified in the tender that the amount of the sub estimate of sub contract bears to the estimated cost of the main contract as specified in Clause (b) of the memorandum of tender or

(ii) The same percentage of estimated cost of sub estimate or sub contract as is specified in Clause 1 of the contract .

(iii) For each of the here separate works the Engineer in Charge will specify the time allowed for the work from the date of the written order to commence and such time shall be the tests on which compensation may be assessed under Clause 2 of the contract.

(iv) Each of these separate works shall be regarded as a sub contract and the clause of the contract will apply to each sub contract

(v) If the Engineer in charge under the terms of Clause 14 contract requires the contractor to rectify or remove and re- construct bad work to remove inferior materials on more than three occasions during the course of the main contract of if the contractor fails to complete sub-contracts within the stipulated period of the main contract the divisional officer on behalf of the Governor KPK shall have power to resend the main contract (of which recession notice in writing to the contractor under the signature of the Divisional officer shall be conclusive evidence) and in which case the security deposit for the main contract shall stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the main contract had been rescinded under Clause 3.

Actual repairs contractor definition of estimated cost of single works

Clause 45.A Where the contract is for annual repairs the works to be carried out will be described in the general terms in item (a) of the memorandum on page 2.

Single works estimated to cost more than Rs. 5000 are excluded from such annual repair contracts.

The estimated cost of single works in such annual repairs contract is defined as follows:-

(a) The only criterion is the anticipated amount of the annual contractors-final bill for any individual items of work whether under special or ordinary repairs original works.

(b) The anticipated amount of the contractors final bill will be determined by estimating at schedule rates, the anticipated payments to the contractor whether at full schedule rates or at fixing rates only as anticipated less the value of any store charged direct to the result is Rs. 5,000 or under the must be executed under this contract.

(c) Should the actual cost exceed Rs. 5,000 due to such subsequent modification during the progress of the work then profit to the anticipated cost as is defined in sub -para (b) was estimated to Rs. 5,000 or under the work must be regarded as part of this contract and finished as such.

Clause 46.(a) No payment will be made to the contractor on account of lead carriage of material required for the work or on account of the removal of debris of building operation from the work.

(b) Where lead is payable for the removal of sp oil from a work the contractor shall, prior to removing the spoil, obtain from the Engineer-in-Charge of the work approval in writing t:-

- (i) he length of lead. .
- (ii) The method of transport.

(c) No claim for the payment of lead in excess of lead allowed by the C&W department in the contractors bill will he entertained unless it is supported by the approval in writing of the Engineer-in-Charge of the work required by sub clause (b).

Clause 47. The percentage deduction or addition specified in the tender on page 2 of this agreement shall be applied to the gross amount of the bills for work done less the total amount of items of work for which payment is to be made at special net rates under Clause 41 of this agreement.

Contractor percentage to be applied to the gross amount of the bills.

Clause 48 . On the breach of any term or condition of the contract' by the contractor, the said Governor, Khyber Pakhtunkhwa, shall be entitled to forfeit the security deposit or part thereof or the balance thereof that may at that time by remaining and to realize and retain the same as damage and compensation for the said breach but without t prejudice to the right of the said Governor Khyber Pakhtunkhwa to recover any further sums as damages from any sum due or which may become due to contractor by Government or otherwise howsoever.

Action for breach of condition of contract.

Clause 49. The Contractor (s) will be responsible for payment of compensation to the labour under Workmen Compensation Act contracted up-to-date.

Clause 50, Income Tax deduction of the rate of Rs. 3.00 percent (three percent will be made From the' bills where value of the Contract, Goods or Service exceed Rs. 50,000/: This will not apply to the payment on account of refund of security.

Signature of Contractor

Signature of Divisional Officer.

Signature A and B showing (approximately) materials to be supplied by the C&W Department under Clause 10 and 26 of work contract to be executed.

SCHEDULE -A

The following material will be issued to the Contractor by the C&W Department and will be charged direct work.

The material will remain absolute property of the Government.

For the items in which these material are used the contractor will be paid the rate of fixing only.

Particulars	Place of delivery
1.	
2.	
3.	
4.	

SCHEDULE -B

The following materials will be issued charged to the contractor by the C&W department at the rates given below. For the items in which these material are used the contractor will be paid at rates for material and fixing.

Particulars	Rates at which the materials will be charged to the contractor		Place of deliver
	Unit	Rate	
1.			
2.			
3.			
4.			
5			
6.			

***Schedule c showing tools and plant to be supplied on loan by the C&W Department
Clause 10 of the contract for work contracted to be executed and the rates of which
hire charges are to be levied.***

All tools and plant supplied by the C&W department will remain the absolute property of the Government.

SCHEDULE” (C)”

Quantities and kinds of tools and plant lent	Market value of the tools and plan Rs.	Percentage if market value at which hire charges are to be levied Rs.	Place of delivery

Note: - The person or firm submitting the tender should see that the rates in the above schedule are Filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

Schedule D showing wages of daily labour of different class under Clause 31 (b).

Schedule D

Designation	Daily wages
1. Cooly Male unskilled	Rs.15/- to Rs.20/-
2. Bledar	Rs.15/- to Rs.20/-
3. Mate Earthwork	Rs.15/- to Rs.20/-
4. Mistry Earthwork/Pressure Pipe /Material	Rs.25/-to Rs.30/-
5. Mason Mistry	Rs.25/-to Rs.30/
6. Mason 1st Class	Rs.40/- to Rs.50/-
7. Mason 2nd t Class	Rs.30/- to Rs40/-
8. Carpenter 1 Class	Rs.40/- to Rs.50/-
9. Carpenter 2nd Class	Rs.30/- to Rs.40/-
10. Brush Painter	Rs.20/- to Rs.25/-
11. Plumber	Rs.18/- to Rs.20/-
12. Head Mali	Rs.18/- to Rs.20/-
13. Quarryman	Rs.20/- to Rs.25/-
14. Quarry incharge	Rs.25/- to Rs.30/-
15. Driver (well Sinker)	Rs.25/- to Rs.30/-
16. Surveyor 1st Class	Rs.30/- to Rs.40/-
17. Surveyor 2nd Class	Rs.25/- to Rs.30/-
18. Work Munshi /Wrk Taker	Rs.20/- to Rs.25/-
19. Donkey small	Rs.15/- to Rs.18/-
20. Donkey large	Rs.15/- to Rs.20/-
21. Donkey (Including make with donkey man)	Rs.30/- to Rs.35/-
22. Camel	Rs.20/- to Rs.25/-
23. Camel with camel man	Rs.35/- to Rs.40/-
24. Bullock (half pair of bullocks)	Rs.20/- to Rs.25/-
25. Bullock (with one pair of bullocks	Rs.40/- to Rs.45/-
26. Bullock cart of one bullock with attendant	Rs.40/- to Rs.45/-
27. Bahishtii with Mashq	Rs.20/- to Rs.25/-

Signature of Contractor

Signature of Divisional officer