



PASSCO

PAKISTAN AGRICULTURAL STORAGE AND SERVICES CORPORATION LIMITED

TENDER NOTICE

1. PASSCO invites sealed bids, from interested Contractors/Firms, based on item rate for construction of plinths with PASSCO's own old bricks and new bricks at sites i.e Purchase Centres/ Reservoirs on single stage one envelop, as per PPRA Rule-36(a).

2. Zone-wise scope of work is as under:-

Ser.	Name of Zone	Ph. of Zonal Offices	Construction of Plinths		Estimated Cost (Rs.)
			With Old PASSCO bricks	With New bricks	
1.	Hafizabad	0547-534064	-	7	435,699/-
2.	Okara	044-9330013	-	58	3,409,704/-
3.	Sahiwal	040-4462267	7	73	4,497,933/-
4.	Multan	061-6564084	-	17	954,312/-
5.	Alipur	066-2755788	-	24	1,325,040/-
6.	Khanpur	068-5572479	24	-	695,832/-
7.	Layyah	060-6411749	34	-	985,762/-
8.	Khairpur	0243-9280265	-	81	4,482,783/-
9.	Hyderabad	022-2675244	-	43	2,403,083/-
10.	D.A Yar	083-8510458	-	56	3,076,136/-

3. For each zone, separate tender document will be issued.

4. The completion time of work in each zone is **60** days.

5. The following mandatory documents must be submitted with sealed bid:-

- Copy of registration of firm / company issued by relevant forum.
- Copy of valid registration with Pakistan Engineering Council in C-6 or above category with CE-10 Code.
- An affidavit that firm/company is not black listed in any Govt./ Govt. Department or any other agency.
- Valid registration with FBR.
- One year bank statement duly signed & stamped by relevant Bank Manager.

6. Bids shall be received on or before **08.07.2022** at **11:00 AM** and shall be opened at **11:30 AM** on the same day at **PASSCO Head Office, 11-Kashmir Road, Lahore** in the presence of the contractors / firms or their authorized representative who care to be present at that time.

7. Bid should accompany a Pay Order or Bank Draft issued by any scheduled Bank equivalent to 2 % of Bid amount in the name of **"PASSCO"**, as Bid Security. No CDR will be accepted.

8. Tender documents which contains the detailed terms & conditions, method of procurement, procedure for submission of bids etc; can be obtained from the office of **Dy. General Manager (Works), PASSCO, Head Office, 11-Kashmir Road, Lahore and respective Zonal Office** on cash payment of **Rs.3,000/-** (non-refundable) on production of original requisite documents on or before **07.07.2022** during office hours.

9. Tender documents (Bid) being tempered or over written will be rejected.

10. Any information related to works, if required can be obtained from the office of Dy. General Manager (Works) / respective Zonal offices during the working hours.

11. PASSCO may reject "non-responsive" bids, as per PPRA Rules.

(Engr. Faisal Hussain)
Dy. General Manager (Works)
PASSCO Lahore
Ph. # 042-9920143 & 042-36302875-6



**Pakistan Agricultural Storage & Services
Corporation Limited**

BIDDING DOCUMENTS

**FOR CONSTRUCTION OF PLINTHS
IMPORTED WHEAT-2022**

Issued to M/S _____

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DEFINITIONS AND INTERPRETATIONS

In the contract (as hereinafter defined the following words and express- definitions. Ions shells have the meanings herein assigned to them unless the context otherwise require:-

- a) **"PASSCO"** means Pakistan agriculture and Storage and service Corporation Limited, Lahore. Its legal successors and assignees.
- b) **"Engineer –in charge"** means the person or agency for the time being or from time to time designated or appointed in writing by the Director to act as Engineer –in –charge for the purposes of the contract.
- c) **"Representative"** means the persona agency for the time being or from time to time designated or appointed in writing bye the director to act as engineer –in –charge to perform the duties set forth in the Contract.
- d) **"Contractor"** means the person or persons, firm/company or supplier who's Tender has been accepted by PASSCO and include the contractors/Supplier's representatives, successors and permitted assigns.
- e) **"Agent"** means the person for the time being or from time to time appointed by the contract.
- f) **"Work"** means the works to be executed or/supplies to be made in accordance with the contract.
- g) **"Director"** means an officer appointed by the Managing Director of PASSCO for the purposes of the contract.
- h) **"Contract"** means and includes the general rules and Direction for the guidance of contractors. Tender for works, Conditions of the contract, General Specifications.
- i) **"Contract Price"** means the sum named in the Tender of the work Subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- j) **"Notice of Award"** means the PASSCO Notice conveying his acceptance of the Tender subject to such terms, condition and reservation as maybe stated therein.
- k) **"Drawing"** means the drawing referred to in the contract and Specifications and engineer –in-Charge and such other drawings as may from time to time be furnished or approved in writing by the engineer in –Charge.
- l) **"Site"** means the lands and other places on, under, over, Sin or through which the works are to be executed or carried out and any other lands or places provided by the PASSCO for the purposes of the contract together with such other places as may be specifically designed in or pursuant to the contract as forming part of the site.

MANDATORY DOCUMENTS / CHECK LIST

Ser	Detail of Document	Yes	No
1.	Registration of Firm / Company.		
2.	Valid registration with Pakistan Engineering Council in C-6 or above category with CE-10 Code.		
3.	Affidavit of contractor/firm that firm/company is not black listed in any Govt./Semi Govt. Department or any other agency. (Proforma provided at page-35).		
4.	Valid registration with FBR.		
5.	One year bank statement duly signed & stamped by Bank Manager.		
6.	Documents duly signed and stamped by Firm / Company / Vendor.		
7.	Pay Order / Demand Draft / Banker Cheque against 2% Earnest Money.		

Note:- Failure to provide mandatory provisions as mentioned above will results in non-responsiveness of bidder.

PAKISTAN AGRICULTURE STORAGE AND SERVICES
CORPORATION LIMITED, LAHORE

(WORKS DEPARTMENT)

Cost of Tender Form **Rs. 3,000/-**

The bid will be received on (or before) **08.07.2022 till 11:00 AM** and
opened on **11:30 AM at PASSCO Plaza 11-Kashmir Road Lahore.**

Name of the Contractor

Name of Work

Earnest Money

.....

Important Note:-

Each page of the bidding document must be signed by the Contractor.

Head Office : PASSCO Plaza 11-Kashmir Road
Lahore

GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT
FOR THE CONSTRUCTION OF _____
AT _____

(A) GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed in public places signed by the Executive Engineer or published through Press.

This form will state the 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 security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs, drawing and a schedule of quantities and of rates of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be opened for inspection by the contractor at the office of the Executive Engineer during office hours.

2. Where deemed fit contractors may be prequalified for tendering on a particular work or works. In this event, it would suffice to issue the tender and the forms mentioned in Rule 1 above only to the prequalified parties.

3. 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, such power-of-attorney to be produced with the tender and it must disclose that the firm is duly registered under the Pakistan Partnership Act.

4. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners except where the contractors are described in their tender as a firm, in which case the receipts must be signed

in the name of the firm by one of the partners or by some other person having authority to give legal receipt for the firm.

5. Any person who submits a tender shall fill up the rate in the bid Schedule Tenders, which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable for ejection. Tenderers shall have the name and number of the work to which they refer written outside the envelope containing their tender.

6. The Executive Engineer will open tenders in the presence of intending contractors who care to be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form, in the event of a tender being accepted, a receipt for the earnest money forward therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor depositing the same.

7. The officer competent to accept the tender shall have the right of rejection all or any of the tenders without assigning any reason and will not be bound to accept the lowest tender.

8. The receipt of an Accountant or a Clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he obtains a receipt signed by the Executive Engineer or a duly authorised officer.

9. The Memorandum of work tendered for, and the schedule of materials, if any, to be supplied by PASSCO and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

(B) TENDER FOR WORKS

I/We hereby tender for the execution for PASSCO in respect of the work(s) specified in the memorandum below within the time specified in such memorandum as per cost mentioned in Annexure 'C' in accordance in all respects with the specifications, designs, drawings, instructions in writing referred to in Rule 1 hereof and the conditions of contract mentioned hereinafter and with such materials as are provided for, by and in all other respects in accordance with such conditions as so far as applicable.

MEMORANDUM

- | | |
|---|----------------------|
| (a) General description of the work | Construction of..... |
| to be carried out | |
| | at..... |
| (b) Tender price. | |
| (c) Earnest money | Rs. |
| (d) Security deposit (including
earnest money) | Rs. |
| (e) Time allowed for the work from
date of written order to commence
work.....months. | |

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms, conditions and provisions contained in the General Directions, conditions of contract and additional terms and conditions hereto so far as applicable, or in default thereof to forfeit and pay to the PASSCO, the sums of money mentioned in the said conditions.

A deposit-at-call or a bank draft drawn on a scheduled bank of Pakistan for the sum of Rs is forwarded herewith as earnest money (a) the value of which is to be absolutely forfeited to the PASSCO without prejudice to any other rights or remedies of the said PASSCO should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of the security deposit specified in the above memorandum in accordance

with clause 1 (A) of the said conditions of Contract otherwise the said sum of Rs.....shall be retained by the PASSCO on account of the Security Deposit specified in Clause 1 (B) of the said Conditions of Contract.

Dated the.....day of.....198.....

Signature of
Contractor before
submission of tender

Witness

Signature of
Witness to Contractors's
Signature

Address :

Occupation :

(C) CONDITIONS OF CONTRACT

Security De-
posit.

Clause 1. The person (s) whose tender may be accepted (hereinafter called the contractor) shall.

- (a) permit PASSCO at the time of making any payment to him for work done under the contract to deduct such sum as will, with the earnest money deposited by him amounts to 5 percent of the money so payable such deductions to be held by PASSCO by way of security deposit.
- (b) All compensation or other sums of money payable by the contractor to the PASSCO under terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the PASSCO on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction as aforesaid, the contractor shall within ten days thereafter make good by bank draft any sum or sums which have been deducted from the security or any part thereof.

Compensation
for Delay.

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 fixed in the written order to commence work given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being essence of the contract) on the part of the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Director (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 un-commenced ; or unfinished, after the proper date. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in 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 has 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 Director (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 of the estimated cost of the work as shown in the tender.

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 instalments) or committed a breach of any of the terms and conditions of this contract, the Director (on behalf of PASSCO) shall have power to adopt any of the following courses, as he may deem best suited to the interest of the PASSCO :

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of PASSCO.
- (b) To employ labour paid by the PASSCO and to supply materials to carry out the work, or any part of the work, and recover extra expenditure if caused to the PASSCO, from any money due to the contractor by PASSCO under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof; the certificate of the Executive Engineer as to the value of the work done and the extra expenditure caused to the PASSCO, shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall 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 which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) be borne and paid by the original contractor and may be deducted from any money due to him by PASSCO under the contract including his security deposit.

Action when
Security Deposit
is forfeited

In the event of any of the above courses being adopted by the Director, 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

agreement, or made any advances on account of or with a view to the execution 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 thereto actually performed under this contract, unless and until the Executive Engineer 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.

Contractor
Remains Liable
to pay Compensation if Action
not taken under
Clause 3. Power
to take possession
of or require
Removal of or
sell Contractor's
Plant.

Clause 4. In any case in which any of the powers, conferred upon the Director by clause 3 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 to any 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 Director exercising either of the powers (a), (b) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, 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 these not being applicable, at current market rates to be certified by the Director whose certificate thereof shall be final otherwise the Director may by notice in writing to the contractor or his Clerk of the works, Foreman or other authorised agent require him to remove such tools, 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 Director may remove them at the contractor's expenses 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 Director as to the expense such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of
Time.

Clause 5. If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution he shall apply in writing to the Director within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Director shall if in his opinion (which shall be final) reasonable grounds

have been shown therefore, authorize such extension of time if any, as may, in his opinion, be necessary or proper.

Note :—For the removal of any doubts that may arise, it is hereby clarified and declared that any extension given under this Clause, or any other provision of the agreement or any delay for whatever reason, occurring in the completion of the work within the stipulated or the extended period shall not entitle the contractor to any compensation on this account nor shall any application in this behalf be

Clause 6. On completion of the work, the Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion but no such certificate shall be given until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material and rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with the requirements of this clause, as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor remove such scaffolding, surplus materials 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 expenses incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate

Clause 7. No payments shall be made for works with an estimated cost less than rupees five thousand, till after the whole of the works shall have been completed, and a certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill thereof be entitled to receive intermediate payments proportionate

Payment on
Intermediate
Certificate to
be Regarded as
Advance

to the part thereof approved and passed by Engineer-in-Charge' whose certificate of such approval and passing of 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 only and not as payments for the work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and re-constructed 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 effect 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 vary or effect the contract. The final bill shall be submitted by the contractor, within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurements and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be
submitted
monthly.

Clause 8. A bill shall be submitted by the contractor each month on or before the date fixed 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 measurements for the purpose having the same verified and the claim as far 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 the said work in the presence of the contractor, whose counter-signature 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.

In the event of delay in payments for more than 45 (forty-five) days after submission of the bill, the contractor will be entitled to represent direct to the Director (by name) endorsing a copy of the same to the Managing Director PASSCO.

Bill to be on
Printed forms

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

Clause 9A. Payments due to the contractor may, if desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such a power of attorney conferring authority on the Bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by PASSCO or his signature on the bill or other claim preferred against PASSCO before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his Bankers.

Payments of
Contractor's
bills to Banks.

Nothing herein contained shall operate to create in favour of the Bank any rights of equities vis-a-vis the PASSCO.

Clause 10. If the specification or estimate of the work provides for the use of any special description of materials 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, specified in the schedule of the contract shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only and value of the full quantity of materials and stores as supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter 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 PASSCO, and shall not on any account be removed from the site of the work and shall at all time be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at time of the completion or determination 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.

Stores Supplied
by PASSCO.

Work to be executed in accordance with Specifications, Drawings, Orders, etc.

Clause 11. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications mentioned in Rule 1 or where this has not been done, in accordance with the Punjab P. W. D. specifications and additionally as directed by the Engineer-in-Charge. The contractors 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 office, or on the site of the work for the purposes of inspection during office hours and the contractor shall, 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 as aforesaid.

Alterations in Specification and Designs do not Invalidate Contracts.

Clause 12. The Engineer-in-Charge shall have power to make any alterations, omission from, additions to, or substitution for, the original specifications, drawings, designs and instructions that may appear him to be necessary or advisable during the progress of the work in accordance with any instructions, which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the 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 provided the cost of such additions and alterations does not exceed 25% of the total cost of the work.

Extension of time in Consequence of Alterations

Clause 13. 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. And if the altered, additional or substituted work includes any item of work for which no rate is specified in the contract, then such item of work shall be carried out at rates mutually agreed to by the Engineer-in-Charge and the Contractor. The Contractor shall within seven days of the receipts of the order to carry out the work inform the Engineer-in-Charge of his rate together with the detailed analysis of such rates thereof, which it is his intention to charge for such item of work and such rate shall be deducted from the rates given in the Agreement, or worked out at the prevailing market rates plus 10 percent profit. If the Engineer-in-Charge does not agree to this rate he shall

by 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 manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinafter mentioned, then and in such case he shall only be entitled 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 to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Director shall be final.

Clause 14. No deviation from specifications stipulated in the contract or additional items of work shall be carried out by the Contractor unless the rates of the substituted, altered or additional items have been approved in writing by the Engineer-in-Charge, failing which PASSCO, will not be bound to entertain any claim on this account.

Clause 15. The Director before commencement of work may, by an order in writing inform the contractor that the site of construction has been changed. In this event, the terms and conditions of this contract shall apply to the new site as if this was originally specified in the contract, provided that the new site shall not be outside the District where the first site is situated. The contractor shall have no claim whatsoever on account of this change.

Change of site.

Clause 16. If at any time after the commencement of work, the PASSCO shall for any reason whatsoever not require 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 have no claim to any payment or compensations 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 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, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

No Compensation for Alteration in, or Restriction of work to be Carried out

Clause 17. If it shall appear to the Engineer-in-Charge or his subordinate incharge of the work, that any work has been executed with unsound, imperfect, or unskilful 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 quality inferior to that contracted for, or otherwise not in accor-

Action and Compensation payable in case of bad work.

dance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials articles, so specified and provide other proper and suitable materials and articles, at his own cost ; and in the event of his failure to do so within the period specified by the Engineer-in-Charge then the Contractor shall pay compensation at the rate of one percent on the amount of the estimate of such work for every day not exceeding ten days while his failure to do so shall continue, and in case of any such failure the Engineer-in-Charge may rectify 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.

Work to be
open to
Inspection,

Clause 18. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and his subordinates and contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have an agent duly accredited in writing be present for that purpose. Order given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Notice is to be
given before
work is covered
up.

Clause 19. The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or the subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given, or consent obtained the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20. If the contractor or his work people or servants shall break, deface, injure, destroy or damage any part of a building in which they may be working or any building, road, road curbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections, become apparent in it within twelve months after a final certificate 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 workman, 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. The security deposit of the Contractor, shall be refunded after the issue of the final certificate or otherwise of completion of the work six months after the date of completion of the work subject always to the condition that the interests of PASSCO, are protected properly. Subject to the foregoing the general condition governing the recovery and refund of deposit defined in condition 33 of the Annexure "A" will apply.

Contractor
Liable for
Damage done
and for Imper-
fections for
twelve months
after Certifi-
cate.

Clause 21. The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-Charge's Stores) plants, tools implements, ladders, cordage, tackles, 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 be necessary for the purpose of the satisfying on complying with the requirements of the 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 require together with carriage therefore to and from the work,

Contractor to
supply plants,
ladders,
scaffolding etc.

Clause 22. The Contractor shall also supply at his own expense the requisite number of persons with the means and material, necessary for the purpose of setting out works, and counting weighing and assisting in the measurement or examinations at any time of the work and failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor and

Contractor
liable for
damages arising
from non-
provision of
lights, fencing
etc.

the expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, 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 any damages and costs which may be awarded in such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Labour.

Clause 23. In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, the PASSCO is obliged to pay compensation to a workman employed by the Contractor in execution of the work, the PASSCO, will recover from the Contractor the amount of the compensation so paid and, without prejudice to the rights of the PASSCO., under Section 12 sub-Section (2) of the said Act the PASSCO, shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The PASSCO., shall not be bound to contest any claim made against it under Section 12, sub-Section (1) of the said Act, except upon the written request of the contractor and upon his giving to the PASSCO full security for all costs for which the PASSCO might become liable in consequence of contesting such claim.

Clause 24. No female labour shall be employed on the work.

Clause 25. No labourer below the age of 14 years shall be employed on the work.

Fair Wages
Clause.

Clause 26. (a) The Contractor shall pay not less than fair wage according to law to labourers engaged by him on the work.

Explanation—"FAIR WAGE" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the rates prescribed by the PASSCO., for similar type of work.

(b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage

to labourers indirectly engaged on the work including any labour engaged by his sub-Contractor in connection with the said work as if the labourers had been immediately employed by him.

- (c) In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of his agreement, the contractor shall comply with or cause to be complied with Labour Regulation given in Annexure "B" or made by Government in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wages register, wages cards, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Director shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, non-payment of wages or of deductions made from his or their wages, which are not justified by the terms or the contract or non-observance of the Labour Regulations.
- (e) Vis-a-Vis, the PASSCO, the contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to him right to claim indemnity from his Sub-Contractors.
- (f) The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be a breach of this contract.

Clause 27. The Contractor shall at his own expense provide or arrange for the provision of footwear for any labour doing cement or mixing work, the contractor has undertaken, to execute under his contract to the satisfaction of the Engineer-in-Charge and on his failure to do so, PASSCO shall be entitled to provide the same and recover the cost from the Contractor.

Footwear for
labour.

Statement of
labour employed.

Clause 28. The contractor shall submit, by the 12th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month, respectively (1) the number of the labourers employed by him on the work (2) their working hours (3) the wages paid to them and (4) the accidents that occurred during the said period showing circumstances under which they happened and the extent of damage and injuries caused to them failing which the contractor shall be liable to pay to the PASSCO, a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Director shall be final in deducting from any bill due to the contractor the amount so due.

Clause 29. In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of the agreement, the contractor shall comply with or cause to be complied with all rules framed by Government from time to time, for the protection of Health and Sanitary arrangements for workers employed by him.

Work on Friday.

Clause 30. No work shall be done on Friday without the sanction in writing of the Engineer-in-Charge.

Work not be
sublet.

Clause 31. The contract shall not in whole or part be assigned or sublet without the written approval of the Director. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence and insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, pre-requisite regard or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor, or by any of his servants or agents to any officer or person in the employ of PASSCO., 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 Director 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 the PASSCO., and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof. and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Clause 32. The contractor shall give an undertaking (given below) that no member of his firm who has a financial interest in its profits and losses is an

employee of the PASSCO., or is related to an employee of the Pakistan Agricultural Storage and Services Corporation Limited, and that the firm will not allow any such relation to have financial interest in the firm during the currency of the contract. In the event of a breach of this clause or of the undertaking or if the undertaking is found to be false the contract shall be liable to immediate cancellation and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the PASSCO.

UNDERTAKING :—I/We hereby declared that no member of my/our firm who has a financial interest in its profits and losses is an employee of the PASSCO and undertake that the firm will not allow any such relation of an employee to have financial interest in the firm during currency of the contract. In the event of a breach of this clause of the agreement or if the undertaking is found to be false, the contract shall be liable to immediate cancellation and the security deposit shall be thereupon forfeited and placed absolutely at the disposal of PASSCO.

Clause 33. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to applied to the use of the PASSCO, without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 34. In the case of a 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.

Change in constitution,

Clause 35. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Work to be executed under direction of Director.

Clause 36. In the case of any class of work for which there are no such specifications as are mentioned in Rule 1, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-Charge.

Action where no specification.

Clause 37. The expression "WORKS" or "WORK" where used in these conditions shall unless there be something repugnant either in the subject or content be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Definition of Works.

Claim for
payment of
Extraordinary
nature to be
referred to
passco for
decision.

Clause 38. (a) Notwithstanding anything contained herein a specific claim stating the claimed amount in respect of any right accruing to the contractor shall be made by the contractor within 10 days of the accrual of the right. In case of failure to lodge a claim within such period of 10 days, the contractor shall be deemed to have waived the right and the claim. The contractor shall stand stopped thereafter to make any claim in such respects.

(b) In the event of any disagreement or dispute arising out of the contract, any claim the matter shall first be referred to the Director, for decision who shall after making such enquiries as he may deem fit give his decision in writing not later than three months after reference is made to him. The period for decision of the case by the Director may, however, be extended by the Managing Director under special conditions according to the circumstances/justifications available in each case. The contractor shall forthwith give effect to the decision of the Director and shall proceed with the work with due diligence whether Arbitration is intended or not.

Arbitration.

Clause 39. If the contractor be dissatisfied with the decision of the Director 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 a notice to the Managing Director in writing of such intention within a period of 28 days of the receipt of the Director's decision, or in case no decision is given, at the end of the period/periods within which the Director was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought. If no such notice is given, the decision of the Director shall become final, conclusive and binding on the contractor.

Dispute which may be referred for Arbitration shall be limited to :

- (i) Any question difference or objection arising out of or in any way connected with the contract, or
- (ii) the meaning of the operation of any part of the contract, or
- (iii) the rights, duties or liabilities of either party ; or

(iv) whether the contract shall be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a results of such termination.

(a) Provided that matters for which provision has been in the contract for final and binding decisions by the Director or the Engineer-in-Charge shall be excluded from Arbitration.

(b) The Venue of Arbitration shall be at Lahore.

(c) The Arbitration shall be made by the Managing Director whose decision should be final and binding on the parties, and the contractor shall thereafter stand stopped from challenging the decision in any way.

PAKISTAN AGRICULTURAL STORAGE
AND SERVICES CORPORATION LIMITED, LAHORE.

ANNEXURE—A

Additional Terms & Conditions.

1. It must be clearly understood by the Contractor that no claim on account of fluctuation of rates or prices of materials will be entertained during the currency of this contract for the work.
2. The tendered amount should be inclusive of all taxes, e.g. Income and Sale Tax, Octroi, payable to the Central or Provincial Governments or a Local Body and no claims on this account shall be entertained by the PASSCO.
3. The tendered rates shall be inclusive of all lead and lifts unless otherwise specified in the schedule of quantities.
4. The Contractor's rate shall include all incidental changes in connection with the work including, *inter alia*, the cost of removing trees, shrubs, grass etc., which interfere with the execution of the work.
5. No alternations or additions shall be made by the contractor in annexure "C". and amount must be filled in ink or typed out both in figures and words clearly and legibly thereof. All alterations must be initialled by the contractor. Any tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.
6. The Contractor should make his own arrangement for the water required for execution of work and as well as for drinking purposes and nothing will be paid for the same by PASSCO.
7. Materials obtained from excavation will be the property of the PASSCO. Serviceable materials are to be stacked in place pointed out by Engineer-in-Charge. The contractor shall keep the site clean and free from rubbish to the satisfaction of Engineer-in-Charge. All surplus materials, rubbish, etc., will be removed to a place to be fixed by the said Engineer and nothing extra will be paid for this work.

8. On completion of the work or earlier as directed by the Engineer-in-Charge, the Contractor shall remove all temporary structures (site offices, etc.) erected by him at the site of work. He shall fill tanks dug out by him at the site remove all debris and other material like surplus sand, stone ballast, rubbish, etc., and shall leave the site in a neat and tidy condition.

9. The contractor shall not deposit any materials in any site which will cause inconvenience to the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered by him to be a source of danger or inconvenience to the public, or cause them to be removed at the contractor's cost.

10. PASSCO may undertake to supply materials specified on page 30 of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Corporation and the contractor is, therefore, required to keep himself in touch with the day-to-day position, regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that the labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the PASSCO on account of the delay, etc., in supply of materials.

11. The contractor shall make his own arrangement for storing his belongings and the materials which will be issued to him only when the Engineer-in-Charge is satisfied that the storage provided by the contractor is suitable for the purpose.

12. Notwithstanding anything contained to the contrary in any or all the clauses of this contract if any materials are procured with the assistance of the PASSCO, whether by issue from the PASSCO stocks or purchase made under orders of permits to licences issued by the PASSCO, the Contractor shall hold the said materials as trustees for the PASSCO, and use such material economically and solely for the purpose of the contract and not dispose them of without the permission of the PASSCO and return if required by the Engineer-in-Charge, all surplus and serviceable materials that may be left with him after the completion of the contract or its termination for any reason whatsoever on his being paid or credited such price as the Engineer-in-Charge shall determine.

having due regard to the condition of the material. The price allowed to the contractor, for such material, shall, however, not exceed the amount charged to him excluding the storage, if any. The decision of the Engineer-in-Charge in this behalf shall be final and conclusive. In the event of the breach of the afore-said condition, the contractor shall, in addition to throwing himself open to action for contravention of the terms of licence or permits and or criminal breach of trust be liable to the PASSCO for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

13. The contractor in the course of the works should understand that all material (e.g., stone and other materials) obtained in the work of dismantlings, excavation, etc., will be considered PASSCO's property and issued to the contractor (if required by him for his own use) at rates approved by the Executive Engineer. If these materials are not required by him they will be disposed of in the interest of PASSCO as directed by the Engineer-in-Charge.

14. The nature of work as to be carried out is given more or less in the nomenclature of the items in the Schedule. But for all purposes Punjab P.W.D. specification latest edition will have to be followed, unless otherwise specified. In the event that any thing concerning materials or methods of construction is not provided for either by the said specifications or by the terms hereunder the directions of the Engineer-in-Charge shall be followed.

15. The contractor shall carefully read the detailed specifications attached with the Schedule of quantities and if he has any doubts he should get them clarified from the Engineer-in-Charge.

16. The contractor must keep a proper qualified and experienced agent who can understand drawings, specifications etc., on the site of work throughout the working time. He must be approved by the Engineer-in-Charge and should the agent not carry out his duties properly, he shall be removed by the contractor within one week of a written request from the Engineer-in-Charge. When an agent is removed another approved by the Engineer-in-Charged should be appointed.

17. The contractor should inspect the site of work and acquaint himself with the nature and requirements of the work facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his tender.

18. The contractor shall be responsible for rectifying defects noticed within 12 months from the date of completion of work.

19. Whenever a work is carried out in a city area, Electric Light of electric danger signs shall be provided by the contractor on or in the barriers, as well as periphery at his cost.

20. The contractor shall at his own cost provide his labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the Labour Camp to the satisfaction of the Local Public Health and Medical Authorities. He shall also at his own cost make arrangements for laying of pipelines for water supply to his labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith incidental thereto.

21. The Contractor may have to make temporary approach roads, etc. at his own cost to facilities carriage of materials. Such approach roads shall be aligned in a manner approved by the Engineer-in-Charge.

22. The Contractor should sign each page of the contract documents as well as all corrections, interpolations and overwritings in the forms schedule of quantities and specification, etc., before submitting his tender. If he does not comply with it he would be responsible for all the risks involved.

23. As soon as the written orders to commence the work are issued to the Contractor and before the work is actually taken in hand the Engineer-in-Charge will have samples and test cubes made of blocks, roof concrete, floor concretes, etc., in the presence of the contractor or his authorised representative with the material and in accordance with the specification prescribed in the contract. The samples and the test will be got tested for compressive strength at a testing laboratory. These will be regarded standard test to which the work of the contractor must ultimately correspond. The result of such test will be communicated to the contractor in writing before any item in which the cement is required to be used is taken in hand. The charges on account of such tests will be borne by the contractor.

24. Before any material is brought to the site, the contractor will submit to the Engineer-in-Charge fair samples of material he proposes to use. The samples will after approval be retained by the Engineer-in-Charge in his custody

and the contractor shall be responsible for ensuring that the materials according to such samples are used throughout the work, failing which the material will not be accepted and same will be removed forthwith from the site of work at the risk and expense of the contractor, if these are not removed by the contractor himself.

25. The contractor to whom this work is allotted will as far as possible employ labour of the surrounding area.

26. The plant and machiner if required for the work will be provided by the contractor himself at his own cost. Any plant if available with the PASSCO, may be issued to the contractor on rental basis at specified rates and the contractor will be responsible for the carriage of the same from godown to site of work and return back to godown in good condition. In case of any damage and undue wear and tear he shall be responsible for actual compensation to the PASSCO as determined by the latter.

27. The cost of work given in the notice is approximate and is liable to change and no claim of contractor what soever will be entertained due to increase/decrease in amount and quantity of work.

28. Telegraphic, conditional tender without earnest money is liable to rejection.

29. Building stones and aggregate material etc., would be brought by the contractor only from the sites approved by the Engineer-in-Charge.

30. In case the progress of the work is not adequate as laid down in relevant clause of the contract, the contractor shall be required to carry out the work in two or three shifts by arranging additional labour and lighting arrangement for which no additional payment of any kind shall be made to him.

31. In the contract the following words and expression shall have the meaning herein assigned to them, unless the context provides otherwise :—

- | | |
|---------------------------|---|
| (i) PASSCO | Pakistan Agricultural Storage and Services Corporation. |
| (ii) Director | Any Officer designated as Director by the Managing Director PASSCO for the purpose of the contract. |
| (iii) Engineer-in-Charge. | Any Officer designated as Engineer-in-Charge by the Director. |

(iv) Words importing the singular number include plural number and vice versa.

32. Any Officer authorised by the PASSCO, would at any time have the right to enter upon any work and take samples of the concrete or other material being used for the construction of that work for getting it tested. In addition to the aforesaid tests, the density, compaction and grading tests in the case of works relating to services will also be got carried out. In all such cases, the charges shall be debitable to the contractor.

33. Security shall be deducted at the rate of 5% of the gross amount of construction of plinths only and shall be refundable after six months from the completion date of work. Each work is to be treated independently for the purposes of recovery of the security deposit within the prescribed limits.

34. The contractor shall submit his programme of work with the tender.

35. Material issued free of cost by the PASSCO shall remain the property of the PASSCO. Any materials spent, stolen or rendered unfit for use shall be recovered from the Contractor's bill at market rate or the issue rate plus 10% whichever is higher.

36. The successful tenderer shall have to produce at his own cost a non-judicial stamp paper of Rs. 4/- to be affixed to his agreement.

37. If certain dues are outstanding against the contractor in terms of other contracts in operation or closed in PASSCO, the same will be recovered from any dues payable to him against this contract.

38. All the materials shall be arranged by the contractor. Anyhow PASSCO may help the contractor to arrange cement on controlled price and may deliver cement to the contractor on factory rate plus actual charges for carriage, loading and unloading, rehandling, octroi charges and all other incidental charges.

SCHEDULE-I

Materials to be supplied by PASSCO under additional condition No. 10 and the rates at which these are to be charged.

Particulars with quantities	Rate at which the material will be charged to the contractor	Place of delivery

Cement as detailed vide additional Condition No. 38. Page 29.

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

CONTRACTOR'S SIGNATURE

EXECUTIVE ENGINEER'S SIGNATURE

CONTRACTOR'S LABOUR REGULATIONS

Short title :—The regulation may be called the Pakistan P.W.D. Contractor's Labour Regulations and adopted for the purpose of this contract and shall constitute a part hereof.

2. Definition :—In these Regulations, unless otherwise expressed or indicated, the following words and expressions, shall have meaning assigned to them respectively, that is to say :-

- a. 'Labour' means workers employed by a contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf.
- b. 'Fair Wages' means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Pak. P.W.D. from time to time for the district in which the work is done.
- c. 'Contractor' shall include every person whether a sub-Contractor or headman or agent, employing labour on the work on contract.
- d. 'Wages' shall have the same meaning as defined in the payment of wage Act and includes time and piece rate wages.

3. Display of notices regarding wages, etc :-

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible at conspicuous places on the work, notices in English and in the Local Pakistan language spoken by the majority of workers, giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or conciliation officer, as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the certifying officers.

4. Fixation of wage period :-

- a. The contractor shall fix the wage periods in respect of which the wages shall be payable.

- b. No wage period shall exceed one month.
 - c. Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
 - d. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding to one second working day on which his employment is terminated.
 - e. All payments of wages shall be made on a working day.
5. Payment of wages :
- a. Wages due to every worker shall be paid to him direct.
 - b. All wages shall be paid in current coin or currency or in both.
6. wage Register and wage Cards, etc :-
- i. The contractor shall maintain Wage Register of each worker in such form as may be convenient, but the same shall include the following particulars :-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for such wage period.
 - ii. The contractor shall also maintain a wage card for each worker employed on the work.
 - iii. The Engineer-in-Charge may grant exemption from the maintenance of Wages Register and Wage Cards, to a Contractor who in his opinion not directly or indirectly employs more than 20 persons on the work.

7. Fines and deductions which may be made from wages :-

- i. The wages of a worker shall be paid to him without any deduction of any kind except the following those authorised, namely :-
 - (a) Fines.
 - (b) Deductions for damage to or losses of goods expressly entrusted to the employed person for custody, or for loss or money for which he is required to account where such damage or loss is directly attributed to his neglect or default.
 - (c) Deductions for absence from duty, i.e. from the place or places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
 - (d) Any other deduction which the Central Government may from time to time allow.
 - ii. No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
 - iii. The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
 - iv. No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
 - v. No fines shall be imposed for any acts and omissions unless a list thereof has been approved by the Central Labour Commissioner.
8. Register of Fines, etc :-
- a. The Contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
 - b. The Contractor shall maintain a list in English and in the local Pakistani language, clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clean and legible condition at conspicuous places on the work.

9. Preservation of registers :—The wage registers, the wage cards and the register of fines and deductions required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.

10. Power of Engineer-in-Charge to make investigation or enquiry and to recommend imposition of fine. The Labour Welfare Officer, Engineer-in-Charge or any other persons authorised by the PASSCO on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard to such provisions.

The Engineer-in-Charge may, with the written approval of PASSCO also recommend to Director a sum of Rs 50/- for each default of the contractor for non-compliance with the fair wage clause and these regulations or a fine of an amount he may consider justifiable and the Engineer-in-Charge shall deduct the amount thereof from any bill due to the Contractor.

11. Report of Engineer-in-Charge :—The Engineer-in-Charge or other person authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Director indicating the extent, if any to which the default has been committed with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned.

12. Appeal against the decision of Engineer-in-Charge :—Any person aggrieved by the decision and recommendations of Engineer-in-Charge or other person so authorised may appeal against such decision to the Managing Director, PASSCO but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of register and Cards :—The contractor shall allow inspection of the register and cards of any of his workers or to his agent at a convenient time and place after due notice is received from the Engineer-in-Charge or any other person authorised by the Director on his behalf.

14. SUBMISSION OF RETURNS :—The contractor shall submit periodical returns as may be specified by the Engineer-in-Charge from time to time.

15. The contractor should observe all the provisions of Labour Law, as applicable from time to time.

PROFORMA FOR UNDERTAKING

PAKISTAN AGRICULTURAL STORAGE & SERVICES CORPORATION

(Must be Printed on Rs. 200/- Stamp Paper)

UNDERTAKING / CERTIFICATE

1. The said Firm / Company / Vendor has never been defaulted / black listed by any Department in Pakistan.
2. All the information / documents provided by the Firm / Company / Vendor are correct and genuine.

M/S. _____

Contact Person: _____

Address: _____

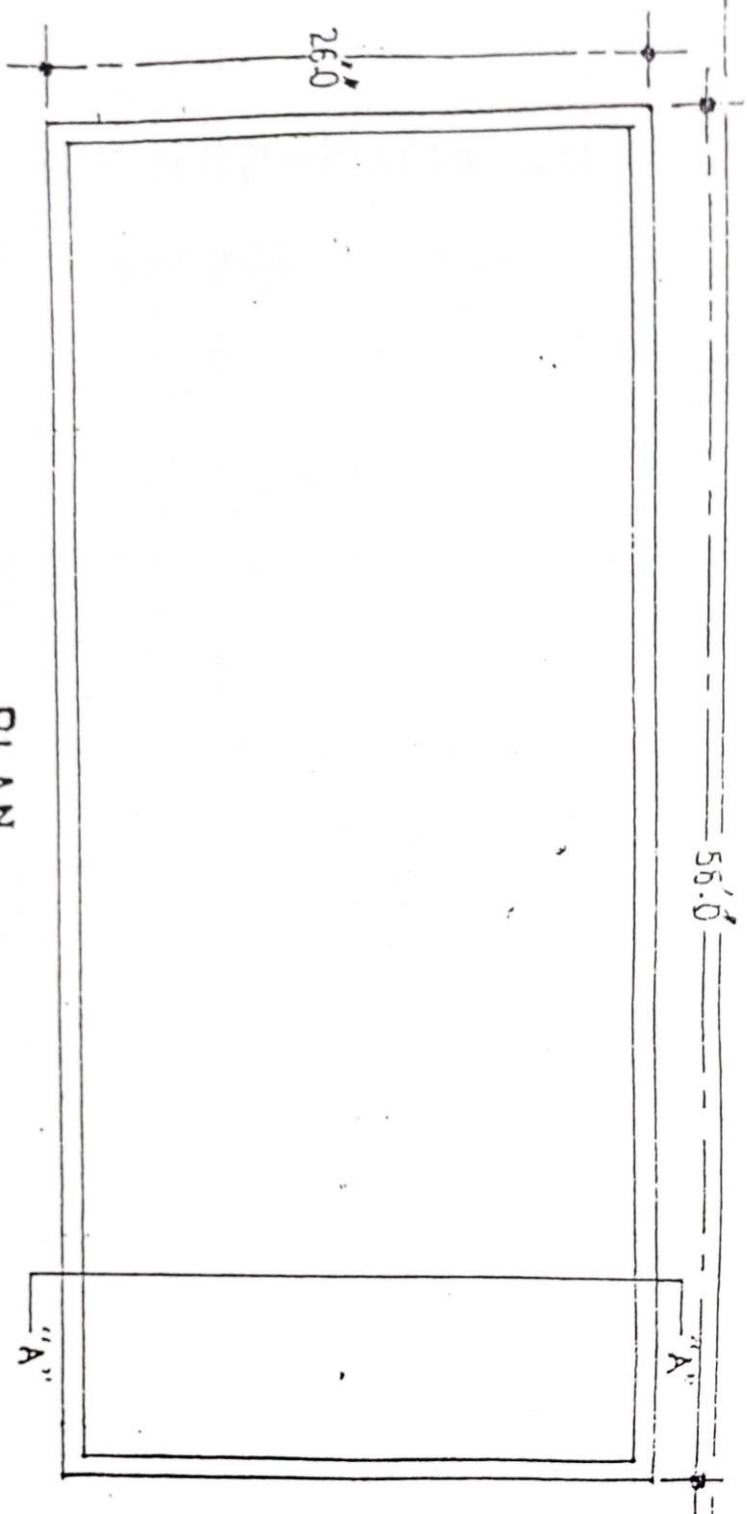
Tel #: _____ Mobile #: _____ Fax #: _____

Email: _____

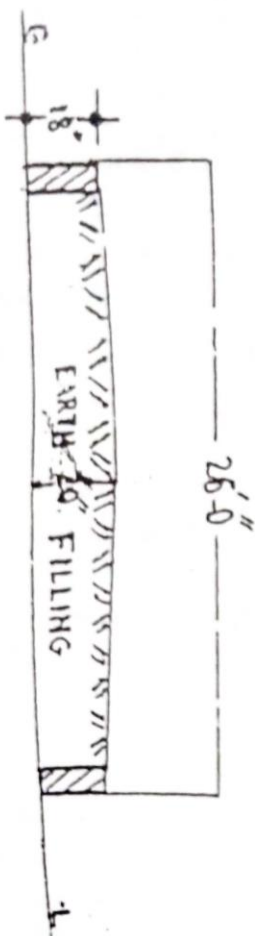
Signature: _____ Dated: _____

Agency Seal:

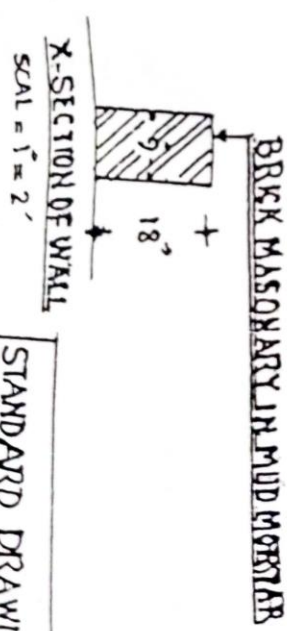
ATTESTED BY NOTARY PUBLIC



PLAN



X-SECTION AT "A-A"



STANDARD DRAWING OF
PLINTH : SIZE + 26' x 56' x 18"

H-SCALE = 1" = 8'
V-SCALE = 1" = 4'

PN

SAJAL HUSSAIN