

**NBP**

National Bank of Pakistan

*The Nation's  
Bank*

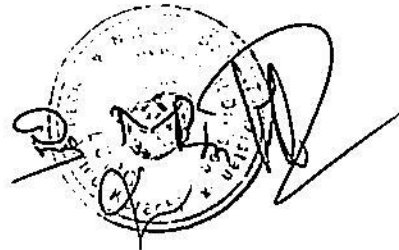
# **NATIONAL BANK OF PAKISTAN**

## **BIDDING DOCUMENTS**

**Procurement of furniture at NBP COD Branch  
(B.C 0159), Karachi West Region**

ISSUED TO \_\_\_\_\_

ADDRESS \_\_\_\_\_



**LOGISTICS COMMUNICATION & MARKETING GROUP  
NATIONAL BANK OF PAKISTAN,  
HEAD OFFICE BUILDING, I.I.CHUNDRIGAR ROAD KARACHI.**

## INVITATION TO BID

- A-** Procurement of Furniture for NBP Industrial State Branch (B.C 0297), Quetta Region  
**B-** Procurement of Furniture for NBP Saeedabad Branch (B.C 0259), Mirpurkhas Region  
**C-** Procurement of Furniture for NBP COD Branch (B.C 0159), Karachi West Region  
**D-** Procurement of Furniture for Kazi Ahmed Branch (B.C 0169), Mirpurkhas Region  
**E-** Procurement of Furniture for NBP Kot Digi Branch (B.C 0135), Sukkur Region  
**F-** Procurement of Furniture for NBP Mirpur Sakro Branch (B.C 0092), Mirpurkhas Region  
**G-** Procurement of Furniture for NBP Hala Branch (B.C 0077), Hyderabad Region  
**H-** Procurement of Furniture for NBP Kunri Branch (B.C 2030), Mirpurkhas Region  
**I-** Procurement of Furniture for NBP PAF Base Samungli Branch Quetta  
**J-** Procurement of Furniture for NBP Nawan Shaher Branch (B.C 1603), Multan Region  
**K-** Procurement of Furniture for NBP Sibi Branch (B.C 0119), Sibi Region.  
**L-** Procurement of Furniture for NBP Kot Addu Branch (B.C 0355), D.G Khan Region.  
**M-** Procurement of Furniture for NBP Mauza Gadai Branch (B.C 0863), D.G Khan Region.  
**N-** Procurement of Furniture for NBP City Branch (B.C 0375), Multan Region.  
**O-** Procurement of Furniture for NBP IBB Bhai Sadhu Kot Sultan (B.C 1768), Multan Region.

National Bank of Pakistan invites sealed bids for the procurement of furniture with an active status on FBR Active Taxpayer List have vast experience of furniture manufacturing may obtain tender documents. Eligibility criteria for bidding document consists of the following.

1. A bidder should submit company profile containing bidder capacity, capability, production manufacturing setup, list of equipment such as Wood Sanding Machine, Gauger Machine, Wood Planner, ARA Machine (Small), ARA Machine (Big), and any other relevant information etc. that supports the scope of bid.
2. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.
3. Companies who have manufactured two or more furniture supplies of each worth of one (1) Million Pak Rupees or above during last three (03) years are eligible to bid.
4. Valid quality management certificate from international accredited company.
5. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above-mentioned eligibility criteria in the office of The Divisional Head, Procurement Division, 3<sup>rd</sup> Floor, NBP Head Office, Karachi, for verification on or before March 17, 2023. In case of noncompliance / ineligibility the bidder will not be allowed to participate in the bidding process.

For Interested bidders Single Stage-One Envelope Bidding Documents as per PPRA Rule 36 (a) containing details of bid, detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, clarification / rejection of bids etc., are available at NBP web site "<https://www.nbp.com.pk/TENDER>" which can be downloaded.

The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to (PKR 20,000/- for NBP Industrial State Branch (0297), Quetta Region), (Rs. 28,500/- for NBP Saeedabad Branch (0259), Mirpurkhas Region), (Rs. 27,000 (COD Branch (0159) , Karachi West Region), (Rs. 14,500/- for NBP Kazi Ahmed Branch (0169), Mirpurkhas Region) , (Rs. 23,500/- for NBP Kot Digi Branch (0135), Sukkur Region), (Rs. 14,500/- for NBP Mirpur Sakro Branch (0092), Mirpurkhas Region), (Rs. 35,500/- for NBP Hala Branch (0077), Hyderabad Region) , (Rs. 33,500/- for NBP Kunri Branch (2030), Mirpurkhas Region) ,(Rs. 18000/- for PAF Base Samungli Branch Quetta Region) , (Rs. 57,000/- for NBP Nawan Shaher Branch (1603) Multan Region), (Rs. 48,000/- for NBP Sibi Branch (0119), Sibi Region), (Rs. 48,000/- for NBP Kot Addu Branch (0355) D.G Khan ), (Rs. 22,500/- for NBP Mauza Gadai Branch (0836), D.G Khan), (Rs. 65,000/- for NBP City Branch (B.C 0375), Multan Region) and (Rs. 18,500/- for NBP IBB Bhai Sadhu Kot Sultan (1768), Multan Region) in shape of Pay order / Bank Draft or Bank Guarantee in favor of "National Bank of Pakistan" must reach in the office of:

Divisional Head, Procurement Division, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office  
I.I Chandigarh Road, Karachi. Tel. +92-21-99220331 Ext No. 38902435"

on or before 11:00 am on March 21, 2023. Bids will be opened on the same day at 11:30 am in the presence of tender opening committee and bidders, who opt to attend. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day at same time. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER> .

Divisional Head,  
Procurement Division,  
Logistics Communications & Marketing group,  
3<sup>rd</sup> Floor, NBP Head Office Building,  
I.I Chundrigar Road, Karachi  
Tel : 021-99220331, 38902435



**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

Procurement of furniture at NBP COD Branch (B.C 0159), Karachi West Region

**TERMS AND CONDITIONS FOR TENDER.**

- 1- The payment shall be made as per actual measurement of works done at site.
- 2- Rate should be quoted on item basis as details given in the BOQ and no conditional tender would be accepted.
- 3- The time limit will be 30 days from the date of start of work given in writing. In case the contractors fails to complete the work within the stipulated period a penalty of Rs.1,000/- per day shall be levied to the maximum of 10% of the total cost of work whichever is less or the work may be treated as cancelled and the same may be completed through other agency at the Risk & cost of the contractor.
- 4- The contractors shall also have to submit Bid Security in shape of payment order issued by the NBP or any scheduled Bank.
- 5- If at any stage the SVP/ Divisional Head Procurement Division finds that the progress of work is not satisfactory and the contractors is not be able to complete the works within the time limit. He has full rights to get the work executed through some other agency at the risk and cost of the Contractor.
- 6- After the expiry of time limit if the works still remain incomplete. This may be completed, through some other agency, without giving any notice to the contractors at his risk and cost.
- 7- All work shall have to be carried out strictly according to the specifications any work not up to the specifications will have to be dismantled and re-laid or its rates will be reduced if otherwise accepted by the Divisional Head Engineering. In this connection the decision of the Divisional Head Engineering will be final and binding upon the contractors.
- 8- Any extra item carried out by the contractors will be paid as per the rates of similar items include in tender of the contractors. However if no similar item exists in tender the rates as fixed by the Divisional Head Engineering will be final and binding on the contractors without appeal.
- 9- Quantities of item may decrease or increase or some items may be omitted at the discretion of the SVP/ Divisional Head Procurement.
- 10- If any items or work is carried out which is not covered in the tender the rates fixed by the Divisional Head Engineering for such item will be final and binding on the Contractors. The Contractors in his own interest should get the rate for such item approved by the Divisional Head Engineering before executing the work.
- 11- In case of any dispute arising during the execution of this contracts the decision of the Divisional Head Procurement Division will be final and binding upon the Contractors and without appeal.
- 12- The rates quoted by the contractors shall be binding to the contractors for a period of 06 Months from the date of the tender and no fluctuation of any sort in material, labor, cartage etc. will be allowed. The quoted rates should be inclusive of all Taxes & transportation charges.
- 13- During the Execution of the work the contractor will not claim and increase in prices of any sort or escalation due to any cause or condition.



- 14- The Contractor will be responsible for any hindrance in work from KMC, KDA or any agency and should sort out at his own cost.
- 15- The contractor should arrange power loading/ unloading & labor charges to their own; the bank is not responsible for this in any case. Detail of work, quality and measurement should be submitted with final/ running bills.
- 16- The contractor will get samples approved by the Divisional Head Engineering.
- 17- The Contractor should work in the Bank's premises as per instructions of the Divisional Head such that the working Office does not disturb. No extra payment will be made for working in the night or holidays.
- 18- During execution of work contractor is responsible for the branch/Office fixtures, fittings furniture and any damage to them is the responsibility of contractor to be indemnified to bank at actual cost.
- 19- No claim Certificate will be submitted by the contractor with the final bill without which No payment will be made to the contractor.
- 20- Completion Certificate will be submitted by the contractor with the final bill without which No payment will be made to the contractor.
- 21- The bill will be submitted in duplicate (One original and one duplicates) on printed Letter head.
- 22- The payment of the final bill will be made when the completion certificate is submitted from the respective Department /Branches/ Offices/ Group/ Wing.
- 23- The Bank reserves the right to reject any tender or part thereof.
- 24- In case of breaking/lost/damage or damage the premises any item of work during dismantling/shifting/removing, loading/un-loading, the cost of the same will be recovered/ repaired from contractor's bill on pro rata basis or the contractor will pay the cost of the same to the Bank.
- 25- All the items should be handed over and stacking at the Bank's premises safely for future use after proper counting to the concerned staff.
- 26- The tender/ quotation will be received at 11:00 AM on 21/03/2023 in the Office of the SVP/ Divisional Head Procurement Division Head Office Karachi and will be opened on same date at 11:30 AM in presence of Tender opening committee and contractor's representative who opt to attend.

Accepted the terms and conditions.

Bidders's Seal & Signature



For National Bank of Pakistan

**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

**TENDERING DATA**

Instruction to Tenderers  
Clause Reference

1. Name of Employer

**NATIONAL BANK OF PAKISTAN**

2. Brief Description

**Procurement of furniture at NBP COD Branch (0159) Karachi West Region**

3. Method of Procurement

"Single Stage, One Envelope Bidding Procedure" as per Rule 36(a) of PPRA 2004.

4. Employer Address

**Procurement Division 3<sup>rd</sup> floor NBP Head Office I.I Chundrigar Road  
Karachi**

5. Tender shall be quoted entirely in PAK Rupees. The payment will be made in Pak Rupees

6. Amount of Bid Security

**Rs. 27,000/-**

7. Period of Tender Validity

**180 Days from the date of opening tenders**

8. Number of copies of the tender to be submitted

**One Original plus One copy**

9. Employer address for purpose of tender submission

**Procurement Division 3<sup>rd</sup> floor NBP Head Office I.I Chundrigar Road  
Karachi**

10. Venue, Time and date of Tender opening

**Venue As mentioned in tender notice**

**Time 11:30 AM**

**Date 21/03/2023**



**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

**Procurement of furniture at NBP COD Branch (B.C 0159), Karachi West Region**

ABSTRACT OF COST		
1	Cost of furniture	Rs.
2	ADD GST	Rs.
3	Transportation	Rs.
<b>Grand Total</b>		<b>Rs.</b>

Rupees: \_\_\_\_\_  
\_\_\_\_\_

**Contractor**



**National Bank of Pakistan**

**NATIONAL BANK OF PAKISTAN**  
**ENGINEERING DIVISION LOGISTICS SUPPORT GROUP**  
**HEAD OFFICE KARACHI**  
**TENDER**

**SUPPLY OF STANDARD FURNITURE AT NBP C O D BRANCH (0159), KARACHI WEST REGION**  
**Ticket(51510)**

Estimate

S.NO	DESCRIPTION/SPECIFICATION	QTY	UNIT	RATE (Rs)	AMOUNT (Rs)
1	<b>BRANCH MANAGER TABLE (BMT-1)</b> Table Size: L 5'-0" X D 3'-0" X H 2'-6", Return Table size: L 5'-0" X D 1'-6" X H 2'-0". Supply of Branch Manager Table made of chipboard / MDF lassani Covered with oak ply 5mm thick pressed unde 100-150 Kg/Cm2 of air pressure and 60 C of temperature and backing with ply underneath, with approved shade of lacqure polish germany made and having leatherite writing pad on top. Having solid and seasoned Oak wood toothing joint between top & Sides with NC lacqure polish finish. Having front strip panel made of solid oak wood finished Top fixed with return (Side) table with stainless steel spacers, including return table with two drawers. Drawers run on imported roller (sample available at KPT branch). Complete in all respect as per Drawing & specification	2	Each		
2	<b>OFFICER TABLE (T-30)</b> Size: L 4'-6" X D 6'-0" X H 2'-6" Supply of Office Wooden Table. Table top made of Chipboard / MDF Lassani with formica # 85-7486 (formite ) / #6051 (partak - albeno oak ) pressed under 100-150 Kg/Cm2 of air pressure and 60 degree of temprature on front side and backing formica underneath with same lippinf edging . Including same shade of vanity panel and front panel chipboard same sheet and shade with side rack having 2 shelf and 3 drawers locking system, imported quality hings, roller runners / chanel etc same table at KPT branch deco paint. Completed in all respect	6	Each		
3	<b>CREDENZA FOR MANAGER (CR-2)</b> Size (5'-0" X 1'-6" X 2'-6") Supply of Credenza made of Chipboard covered with oak ply 5mm thick with approved Oak Veneer pressed under 100-150 Kg/ Cm2 of air pressure and 60 C of temprature and backing veneer on other side with Oak wood toothing. Finish with clear NC lacquer polish, Having storage and drawers with imported roller runner,hinges, complete in all respect as per specification and drawing.	2	Each		



**NATIONAL BANK OF PAKISTAN**  
**ENGINEERING DIVISION LOGISTICS SUPPORT GROUP**  
**HEAD OFFICE KARACHI**  
**TENDER**

**SUPPLY OF STANDARD FURNITURE AT NBP C O D BRANCH (0159), KARACHI WEST REGION**  
**Ticket(51510)**

<u>Estimate</u>				
4	<b><u>DRAWER PEDESTAL (DP-1)</u></b> Size (1'-8" X 1'-6" X 2'-2") Supply of Drawer Pedestal made of Chipboard covered with oak ply 5mm thick pressed under 100-150 Kg/Cm <sup>2</sup> air pressure and 60 C of temperature and backing formica underneath. Drawer pedestal having three drawers on imported roller runners including locks, pull and footing / glide. Complete in all respect as per specification and drawings.	2	Each	
5	<b><u>OFFICER REVOLVING CHAIR (LOW BACK) C-1</u></b> Supply of Officer Revolving Chair with polish Oak wood arms made in 4 pieces joinery ( all joints made in epoxy and two sided screws), seat and back in one piece 12 mm thick Malaysian imported commercial ply pasted over different size of foam (density 1.52 pound per cft), covered with approved Fabric, seat and back reclining, having five spoke nylon base with twin caster wheel, adjustable height with hydraulic base, complete in all respect as per specification & drawings.	6	Each	
6	<b><u>MANAGER REVOLVING CHAIR (HIGH Back) C-2</u></b> Supply of Officer Revolving Chair with polish Oak wood arms made in 4 pieces joinery ( all joints made in epoxy and two sided screws), seat and back in one piece 12 mm thick Malaysian imported commercial ply pasted over different size of foam (density 1.52 pound per cft), covered with approved Fabric, seat and back reclining, having five spoke nylon base with twin caster wheel, adjustable height with hydraulic base, complete in all respect as per specification & drawings.	2	Each	
7	<b><u>OFFICER VISITOR'S CHAIR (VC-4)</u></b> Supply of officer Visitor's Chair, structure made of solid & seasoned Oak wood all joints made in epoxy and two sided screw, seat and back upholstered with foam and approved leatherite. Wood parts finished with NC lacquer polish. Complete in all respect as per	4	Each	
8	<b><u>TWO SEAT SOFA (S-10)</u></b> Supply of Two seat sofa, base made of solid & seasoned Oak Wood with NC lacquer finish, internal structure made of Acacia wood. Seat and back upholstered with good quality foam and approved Fabric. Complete in all respect as per drawing and Specification.	2	Each	
9	<b><u>THREE SEAT SOFA (S-10)</u></b> Supply of Three seat sofa, base made of solid & seasoned Oak Wood with NC lacquer finish, internal structure made of Acacia wood. Seat and back upholstered with good quality foam and approved Fabric. Complete in all respect as per drawing and Specification.	6	Each	





**NATIONAL BANK OF PAKISTAN**  
**ENGINEERING DIVISION LOGISTICS SUPPORT GROUP**  
**HEAD OFFICE KARACHI**  
**TENDER**

**SUPPLY OF STANDARD FURNITURE AT NBP C O D BRANCH (0159), KARACHI WEST REGION**  
**Ticket(51510)**

Estimate					
10	<b>CENTER TABLE (CT-5A-A8)</b> Size: W 3'-6" X D 2'-0" X H 1'-6" Supply of Center Table, sides made with 50 mm thick Chipboard with Oak veneer pressed on both sides under 100-150 Kg/Cm2 of air pressure and 60 C of temperature, with approved colour leather on top & solid and seasoned Oak wood tothing joint between top & sides. Finish with NC lacquer polish. Complete in all respect as per specification and drawings.	2	Each		
				<b>Total Rs.</b>	
				<b>GST</b>	
				<b>Transportation</b>	
				<b>Grand Total Rs.</b>	
				<b>Say Rs.</b>	



## GENERAL CLAUSES OF CONTRACT

### Clauses 1

#### Security Deposit

The person/s whose tender may be accepted (hereinafter called the Contractor) shall permit the National Bank of Pakistan at the time of making any payment to him for work done under the Contract to deduct such sum as will amount of five percent (5%) of all moneys so payable, such deductions to be held by the National Bank of Pakistan by way of security deposit. All compensation or other sums of money payable by the contractor to the National Bank of Pakistan under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by the National Bank of Pakistan on any account whatsoever, and in the event of his security deposit being reduced by reason of any such 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 have been deducted from, or raised by sale of his security deposit or any part thereof. However, the Contractor will not be entitled to any interest or profits on his earnest money, security deposit or any other sums of money of the contractor remaining with the Bank for any period.

### Clause 2

#### Compensation or liquidated damages payable by contractors to National Bank of Pakistan for delay in completion of work.

The time allowed for carrying out the work as entered in the tender by 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 Rs. 1000 for every day that the work remains uncommenced, or unfinished after the proper dates. And further, to ensure goods 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, without prejudice to the other rights of the employer, to pay as compensation Rs. 1000 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 Fifteen per cent (15%) on the estimated cost of the work as shown in the tender/full amount of the final bill.

### 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 deducted by instalments) or committed a breach of any of



the terms contained in clause 2 & 3, the Engineer-in-Charge on behalf of the National Bank of Pakistan, shall have power to adopt all or any of the following courses without prejudice to its other rights, as he may deem best suited to the interest of the National Bank of Pakistan.

Action when whole Security Deposit is forfeited

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the National Bank of Pakistan.

(b) To employ labour paid by the National Bank of Pakistan 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 material (of the amount of which cost and price certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

(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 had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the National Bank of Pakistan under the contract or otherwise, or from his security deposit or proceed of sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into engagements, or made any advances on account of or with a view to the execution of the work of 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 therefor actually performed under this contract unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4

Contractor remains liable to pay compensation if action not taken under clause 3

In any case in which any of the powers, conferred upon the Engineer-in-Charge 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 any clause hereof he is declared to pay compensation amounting to the whole of his security deposit the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, in his discretions, take



possession of all or any tools, plant, 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/allowing for the same in account at the contract rates, or in case of those not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may be notice in writing to the contractor or his clerk of the work, 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 Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such sale shall be final and conclusive against the contractor.

#### Clause 5

##### Extension of time for completion of work

If the contractor shall desire an extension in the time for completion of the work on the grounds at his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Chief Engineer shall, if in his opinion (which shall be final) reasonable ground be shown thereon, authorise such extension of time, if any, as in his opinion, be necessary or proper.

#### Clause 6

##### Final certificate of completion

On completion of the work, and six months thereafter the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish, and clean off the dirt from all wood work, 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, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fails as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

#### Clause 7

##### Confirmation to all laws and regulations

The Contractor shall confirm in all respects to the provision of all Central and Local Laws, Rules and Regulation which may be applicable to the execution of said works by contractors and indemnify the proprietor against all penalties incurred by reason of any such provision.

#### Clause 8

##### All on Intermediate payments to be regarded as advance

No payment 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 given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part 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 payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim nor shall it affect in any way the powers of the Engineer-in-Charge under these conditions or any of the accounts or otherwise, or in any other way or affect the contract. The Engineer-in-Charge shall have power to amend or withhold any certificate if the works or any part thereof have not been carried out satisfactorily. 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 certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

#### Clause 9

##### Submission of bills

A bill shall be submitted by the contractor for each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted if possible, before the expiry of one month from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, 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.

#### Clause 10

##### Bill to be submitted on printed forms

The Contractor shall submit all bill on the printed forms 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 previously approved by National Bank of Pakistan.

#### Clause 11

Payments due to the contractor will be made either by credit to his account with the Bank or direct to him.

#### Clause 12

##### Supply of materials by the Bank

If the specification or estimate of the work provides for use of any special description of materials to be supplied from the National Bank's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum shall be set off



or deducted from any sums then due, or hereafter to 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 as held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the National Bank of Pakistan and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Chief Engineer, Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or termination of the Contract shall be required. The contractor shall not be entitled to return any such materials except with the consent of the National Bank of Pakistan. In case any such materials returned to the Bank with such consent, have remained unused by the contractor or any wastage or damage has been caused to such materials, the contractor will not be entitled to any compensation from the Bank for such wastage, damage or non-use of the materials.

### Clause 13

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

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. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Chief Engineer and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection, during office hours, 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. The whole work shall be carried out to the entire satisfaction of the Chief Engineer whose decision regarding workmanship and interpretation of specification shall be final and binding on the Contractor.

### Clause 14

#### Alterations in specifications, designs and quantities

The Chief Engineer, Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary, or advisable during the progress of the works, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Chief Engineer/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 and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. If the items of the work corresponding to the altered, additional or substituted work are not already mentioned in the Schedule of Quantities and Rates, the Chief Engineer in writing shall fix such other rate or price as in the circumstances he shall think reasonable and proper. Where extra work cannot be properly valued, the Contractor shall be allowed day work prices in accordance with the local day work rates and wages and in either case the vouchers specifying the daily time and the



materials used be delivered to the Engineer for verification and if the altered, additional or substituted work is not entered in the said Schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Chief Engineer/Engineer-in-Charge of the rate which it is his intention to charge such class of work, and if the Chief Engineer/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 class 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 hereinbefore 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 rate as aforesaid according to such rate or rates as shall be fixed by the Chief Engineer. The decision of the Chief Engineer as regards rates shall be final and binding on the contractor.

#### Clause 15

##### Rates for substituted or additional items of works

No deviation from specifications stipulated in the contract nor any additional items or 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 Chief Engineer failing which the National Bank of Pakistan will not be bound to entertain any claim on this account.

#### Clause 16

##### No compensation for alterations in or restriction of work to be carried out

If at any time after the commencement of the work the National Bank of Pakistan shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, the Chief Engineer/Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations have been made in the original specifications, drawing, design and instructions which shall involve any curtailment of the work as originally contemplated.

#### Clause 17

##### Action and compensation payable in case of bad work

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 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 accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified on whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials, or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one 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 rectify or remove, and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, at the risk and expenses in all respect of the contractor.

#### Clause 18

##### Insurance

The contractor shall be responsible for obtaining insurance against all risks including war risk, mutiny, civil war, civil commotion and other risks as may be prescribed from time to time by the Bank to the works and materials used and unused issued by the Bank and shall make goods at their own cost, all loss or damage whether to the works themselves, material and/or to the lives, persons either under the Workmen's compensation Act or Third Party risk or Property of others from whatsoever cause arising out of, or in connection with the works either during the progress of the works or during the period of maintenance provided by the contract. And all such insurance policies shall be assigned by the contractor to or in favour of the employer and if any reason such assignment is not possible, then the contractor shall take out insurance policies jointly in his and in the name of the employer and for the benefit of the employer. The Contractor shall obtain and keep in force policies in respect of the above risks and such risks as it may be prescribed by the Bank from time to time which shall apply specifically and solely to the contract and shall fulfil all the contractors' obligations for insurance in connection with this contract from the National Co-Insurance Scheme is unable to provide the cover from a Pakistani insurer or if neither the National Co-Insurance Scheme nor a Pakistani insurer are able to provide a cover, only in that event shall cover be obtained from foreign insurers.

#### Clause 19

##### Work open to Inspections

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Chief Engineer/ Engineer-in-Charge and his subordinate and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor himself.

#### Clause 20

##### Notice to be given before work is covered up

The contractor shall be given not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up to otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement, and 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 obtained, the same shall be covered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

#### Clause 21

##### Maintenance period of 6 months after issue of Certificate of completion

If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working or any buildings, road, curbs, fence, enclosure, water pipes, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground adjoining 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 six months after completion of work the contractor shall make the same good at his own expense, or in default, the Chief Engineer may cause the same to be made good by other workmen and deduct the

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expenses (of which the certificate of the Chief Engineer 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 deposits or the proceeds of sale thereof, or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of six months after the completion of work.

#### Clause 22

##### Contractor to supply plants, ladders etc.

The contractor shall supply at his own cost material except such special materials, if any, as may in accordance with the contract be supplied from the National Bank's Stores, plant, tools, 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 in the specification or other documents forming part of the contract or included or referred to in these conditions or not or which may be necessary for the purpose of satisfying or 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 therefor to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the National Bank of Pakistan at the expense of the contractor and the expenses may be deducted from any money due to the contractor, or from his security deposit or the proceeds of the sale thereof, or of a sufficient portion thereof. 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 cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of contractor be paid to compromise any claim by any person.

#### Clause 23

##### Contractors liabilities under Workmen's Compensation Act

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

#### Clause 24

##### Labour

No female labour shall be employed within the limits of cantonment.



## Clause 25

No labourer below the age of twelve years shall be employed on the work.

## FAIR WAGES CLAUSE

## Clause 26

1. The contractor shall pay not less than fair wages to labourers engaged by him on the work.

2. 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 Pakistan P.W.D. for the district in which the work is done.

3. The contractor shall, notwithstanding the provision 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.

4. In respect of all labour directly or indirectly employed, in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with Government Labour Regulations.

5. The National Bank of Pakistan shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contractor for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contractor or non-observance of the Regulations.

6. The National Bank of Pakistan *vis-a-vis* the contractor shall be primarily liable for all payment to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

7. 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 labour doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge and on his failure to do so the National Bank of Pakistan shall be entitled to provide same and recover the cost from the contractor.

## Clause 28

The contractor shall submit, by the 4th and 19th 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.



Statements showing labour employed etc.

(1) The number of 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 fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, failing which the contractor shall be liable to pay to the National Bank of Pakistan a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine.

Clause 29

Observance of Government labour rules for welfare.

In respect of all labour directly or indirectly employed on the work for performance of the contractor's part of this agreement the contractors shall comply with or caused to be complied with all rules framed by the Government from time to time for the protection of Health and Sanitary arrangement for workers employed by the National Bank of Pakistan and its contractor.

Clause 30

Contract may be rescinded and security deposit forfeited for subletting, bribing, or becomes insolvent

The contract shall not be assigned or sublet without the written approval of the Chief Engineer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, 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 officer or person in the employ of the National Bank of Pakistan, 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 Chief Engineer 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 National Bank of Pakistan and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work heretofore actually performed under the contract.

Clause 31

Sums payable by way of compensation.

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

Clause 32

Changes in the constitution of the firm.

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 Chief Engineer for his information.

Clause 33

Work to be under the direction of the Chief Engineer.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Engineer of the National Bank of Pakistan 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.



**Clause 34****Settlement of disputes.**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the designs, drawings and instruction hereinbefore mentioned and or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to contract, design, drawings, estimates, instructions, ordered, or these conditions or otherwise concerning the works, or the execution, failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the S.E.V.P.(CMSD) National Bank of Pakistan Head Office, Karachi being the sole arbitrator and whose decision shall be final and binding on the contractor without any appeal.

**Clause 35**

That the courts at Karachi shall alone have jurisdiction in respect of all disputes which may arise between the Bank and the Contractor.

**Clause 36****Lump sum estimates.**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurements, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

**Clause 37****Action where no specification.**

In the case of any class of work for which there is no such specifications as is mentioned in Rule 1 such work shall be carried out in accordance with the Pakistan P.W.D. specification for the district and in the event of there being no district specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of Senior Engineer.

**Clause 38****Definition of work.**

The expression "work" or "works" where used in this conditions shall, unless there be something either in the subject or context repugnant to such construction, 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.

**Clause 39****No claim on account of fluctuations.**

It must be clearly understood by the Contractor that no claim on account of fluctuation of market rates on account of war or for any reason whatsoever will be entertained during the currency of this contract for items of the work as per schedule of quantities attached to the agreement.

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**Clause 40**

**Rates Inclusive of all taxes.**

The tendered rates or amounts should be inclusive of all taxes, Income and Sale-taxes etc., payable to the Central and Provincial Governments or Local Bodies and no claims on this account shall be entertained by the National Bank of Pakistan, even if the taxes are enhanced or any new taxes are imposed under any head by the Government of Pakistan/ Provincial Government or a Local Body during the currency of the contract. Enhancement of taxes or levy of new tax shall not affect the rates which may be agreed upon.

**Clause 41**

**Rates inclusive of all leads and lifts.**

The tendered rates shall be inclusive of all lead and lift.

**Clause 42**

**Contractor to check drawing, specifications etc. before execution of work.**

The contractor shall check all dimensions and quantities on any drawing and schedule of items given to him by the Bank and shall notify the Bank of any discrepancy or divergence which may be discovered therein and the contractor must get it clarified in writing before execution of the work otherwise he will be solely responsible for any loss to him in rectifying the work.

**Clause 43**

**Rates inclusive of all incidental charges.**

The contractor's rate shall include all incidental charges in connection with the work such as the cost of removing trees, stumps, grass, etc., which interfere with the executions of the work.

**Clause 44**

No alterations or additions shall be made by the contractor in the schedule of quantities, and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the Schedule of quantities. All corrections must be initialled by the Contractors. 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.

**Clause 45**

**Reduction of rates for items not carried out properly.**

The Chief Engineer has full power to reduce the rates for such items which have not been properly carried out but can be accepted otherwise. The decision of the Chief Engineer with respect to reduction of rates will be final and without appeal.

**Clause 46**

**Materials obtained for execution.**

Material obtained for execution will be the property of the Bank. Serviceable materials are to be stocked in the places pointed out by Engineer-in-Charge. The contractor undertakes to have the site clean free from rubbish to the satisfaction of Engineer-in-Charge.



Clause 47

Site Clearance on completion.

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

Clause 48

Depositing of materials without inconvenience.

The contractor shall not deposit any materials on any site which will 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.

Clause 49

Supply of materials.

Owing to difficulty in obtaining certain materials in the open market, the Bank may arrange to supply the material from any source. There may be delay in obtaining the materials by the Bank and the contractor is, therefore, required, to keep himself in touch with the day to day position, regarding the supply of materials from the Chief Engineer and to so adjust the progress of the work that their labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the Bank on account of the delay etc. in supply materials.

Clause 50

It will be at the discretion of the Chief Engineer not to accept a Power Attorney granted by the contractor to some person, who may appear undesirable to the Chief Engineer.

Clause 51

Storage

The contractor shall make their own arrangement for storing their belongings and all the materials.

Clause 52

Contractors as trustees for materials supplied.

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for Bank and use such material economically solely for the purpose of the contract and not dispose of them without the permission of the Bank and return if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at 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, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Engineer-in-Charge, shall be final and conclusive. In the event of the breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of licence or permits and or permits and or for criminal breach of trust, be liable to Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.



**Clause 53**

Materials obtained from excavation etc, will be National Bank of Pakistan property.

The contractors in the course of their works should understand that all material (e.g. stone and other materials) obtained in the work of dismantling, excavation etc, will be considered Bank's property and issued to the contractors (if they require the same for their own use) at rates approved by the Chief Engineer. If these materials are not required by them they will be disposed off in the interest of Bank.

**Clause 54**

Nomenclature of Items.

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 purpose Pak. P.W.D. specifications, will have to be followed and as per direction of the Engineer-in-Charge.

**Clause 55**

Doubts about specifications to be referred to Chief Engineer before submitting tender

The contractor shall carefully read the detailed specifications attached with the schedule of quantities and if they have any doubts they should get them clarified from the Engineer-in-Charge concerned, before execution of the work. In case detail of drawings of some items is not attached with the tender documents, but the items is given in the schedule of quantities, the contractor is bound to get it clarified from the Chief Engineer before submitting his tender, failing which the contractor will be bound to execute the work at his tender rates according to the details of drawings and designs of the work, which may be supplied to him subsequently by the Bank and in such case the Bank will not be liable to pay any extra amount.

**Clause 56**

Contractor staff at site.

The contractors must keep an experienced Engineer who can understand drawing, specifications etc., on the site of work throughout the working time. He must be approved by the Engineer-in-Charge and should he 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 Engineer is removed another approved one by the Engineer-in-Charge should be appointed.

**Clause 57**

The contractors should inspect the site of work and acquaint themselves 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 the tenders.

**Clause 58**

In case of work of additions and alterations repairs or renovations of any Bank Building the contractor should clearly understand that he will not disturb the normal activities in the said building in any way by his working. The contractor will not be entitled to any compensation due to inconvenience or difficulty in execution of the work or idling of his labour or piecemeal working or due to delay in the clearance of work site on account of the above.

**Clause 59**

Whenever a work is carried out in a city area, electric light or electric danger signs shall be provided by the contractor in the barriers as well as paraffin ones at his own expense.



**Clause 60**

The contractors may have to make temporary approach roads etc. at their own cost to facilitate carriage of materials, such approach roads shall be aligned in a manner approved by the Engineer-in-Charge.

**Clause 61**

The contractor(s) shall at his/their own cost provide his/their labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the labour camp to satisfaction of the local public Health and Medical authorities. He/they shall also at his/their own cost make arrangements for laying of pipe lines for water supply to his/their labour camp from the existing means wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

**Clause 62****INTERPRETATION CLAUSE**

The Architect, the Engineer-in-Charge and the Senior Engineer mean the Chief Engineer employed by the National Bank of Pakistan, in charge of the department of Engineering at Head Office. The site Engineer means the duly authorised representative of the Chief Engineer.

Words importing the singular number shall include the plural number and *vice versa*.

Schedule showing (approximately) materials to be supplied by the Engineering Department, National Bank of Pakistan under clause (10) and (26) of the conditions of contract for work contracted to be executed and the rates at which they are to be charged for.

**Clause 63****Rights of employer under law.**

Nothing contained in the Main Contract shall in any way, affect or impair or be deemed or construed to affect or impair any rights or remedies to which the employer may be entitled under law.

**Clause 64**

That in the interpretation of the contract the following documents shall be taken into account which are attached herewith :

- (1) General specifications and plans.
- (2) Additional conditions.
- (3) General rules and directions for the guidance of contractors.
- (4) Tender for works.
- (5) Notice inviting tenders.
- (6) Letters forming part of contract.





General Specifications

Unless and otherwise provided in the "Schedule of Items" of the work and the General/Additional conditions of Contractor hereto, all works shall be executed by the Contractor strictly in accordance with the specifications of Buildings, Road, Sanitation and Electrical Works of Pak. P.W.D., Government of Pakistan.

For Contractor.





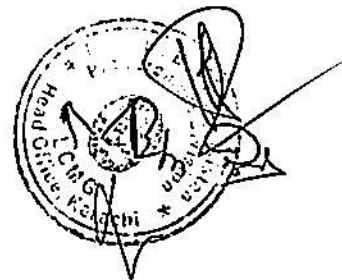
# NATIONAL BANK OF PAKISTAN

## BIDDING DOCUMENTS

Procurement of furniture at NBP Kazi Ahmed Branch  
(B.C 0169), Mirpurkhas Region

ISSUED TO \_\_\_\_\_

ADDRESS \_\_\_\_\_



**LOGISTICS COMMUNICATION & MARKETING GROUP  
NATIONAL BANK OF PAKISTAN,  
HEAD OFFICE BUILDING, I.I.CHUNDRIGAR ROAD KARACHI.**

## INVITATION TO BID

- A- Procurement of Furniture for NBP Industrial State Branch (B.C 0297), Quetta Region
- B- Procurement of Furniture for NBP Saeedabad Branch (B.C 0259), Mirpurkhas Region
- C- Procurement of Furniture for NBP COD Branch (B.C 0159), Karachi West Region
- D- Procurement of Furniture for Kazi Ahmed Branch (B.C 0169), Mirpurkhas Region
- E- Procurement of Furniture for NBP Kot Digi Branch (B.C 0135), Sukkur Region
- F- Procurement of Furniture for NBP Mirpur Sakro Branch (B.C 0092), Mirpurkhas Region
- G- Procurement of Furniture for NBP Hala Branch (B.C 0077), Hyderabad Region
- H- Procurement of Furniture for NBP Kunri Branch (B.C 2030), Mirpurkhas Region
- I- Procurement of Furniture for NBP PAF Base Samungli Branch Quetta
- J- Procurement of Furniture for NBP Nawan Shaher Branch (B.C 1603), Multan Region
- K- Procurement of Furniture for NBP Sibi Branch (B.C 0119), Sibi Region.
- L- Procurement of Furniture for NBP Kot Addu Branch (B.C 0355), D.G Khan Region.
- M- Procurement of Furniture for NBP Mauza Gadaï Branch (B.C 0863), D.G Khan Region.
- N- Procurement of Furniture for NBP City Branch (B.C 0375), Multan Region.
- Q- Procurement of Furniture for NBP IBB Bhai Sadhu Kot Sultan (B.C 1768), Multan Region.

National Bank of Pakistan invites sealed bids for the procurement of furniture with an active status on FBR Active Taxpayer List have vast experience of furniture manufacturing may obtain tender documents. Eligibility criteria for bidding document consists of the following.

1. A bidder should submit company profile containing bidder capacity, capability, production manufacturing setup, list of equipment such as Wood Sanding Machine, Gauger Machine, Wood Planner, ARA Machine (Small), ARA Machine (Big), and any other relevant information etc. that supports the scope of bid.
2. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.
3. Companies who have manufactured two or more furniture supplies of each worth of one (1) Million Pak Rupees or above during last three (03) years are eligible to bid.
4. Valid quality management certificate from international accredited company.
5. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above-mentioned eligibility criteria in the office of The Divisional Head, Procurement Division, 3<sup>rd</sup> Floor, NBP Head Office, Karachi, for verification on or before March 17, 2023. In case of noncompliance / ineligibility the bidder will not be allowed to participate in the bidding process.

For Interested bidders Single Stage-One Envelope Bidding Documents as per PPRA Rule 36 (a) containing details of bid, detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, clarification / rejection of bids etc., are available at NBP web site "<https://www.nbp.com.pk/TENDER>" which can be downloaded.

The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to (PKR 20,000/- for NBP Industrial State Branch (0297), Quetta Region), (Rs. 28,500/- for NBP Saeedabad Branch (0259), Mirpurkhas Region), (Rs. 27,000 (COD Branch (0159) , Karachi West Region), (Rs. 14,500/- for NBP Kazi Ahmed Branch (0169), Mirpurkhas Region) , (Rs. 23,500/- for NBP Kot Digi Branch (0135), Sukkur Region), (Rs. 14,500/- for NBP Mirpur Sakro Branch (0092), Mirpurkhas Region), (Rs. 35,500/- for NBP Hala Branch (0077), Hyderabad Region) , (Rs. 33,500/- for NBP Kunri Branch (2030), Mirpurkhas Region) ,(Rs. 18000/- for PAF Base Samungli Branch Quetta Region) , (Rs. 57,000/- for NBP Nawan Shaher Branch (1603) Multan Region), (Rs. 48,000/- for NBP Sibi Branch (0119), Sibi Region), (Rs. 48,000/- for NBP Kot Addu Branch (0355) D.G Khan ), (Rs. 22,500/- for NBP Mauza Gadal Branch (0836), D.G Khan), (Rs. 65,000/- for NBP City Branch (B.C 0375), Multan Region) and (Rs. 18,500/- for NBP IBB Bhai Sadhu Kot Sultan (1768), Multan Region) in shape of Pay order / Bank Draft or Bank Guarantee in favor of "National Bank of Pakistan" must reach in the office of:

Divisional Head, Procurement Division, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office  
I.I Chandigarh Road, Karachi. Tel. +92-21-99220331 Ext No. 38902435"

on or before 11:00 am on March 21, 2023. Bids will be opened on the same day at 11:30 am in the presence of tender opening committee and bidders, who opt to attend. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day at same time. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER> .

Divisional Head,  
Procurement Division,  
Logistics Communications & Marketing group,  
3<sup>rd</sup> Floor, NBP Head Office Building,  
I.I Chandigarh Road, Karachi  
Tel : 021-99220331, 38902435

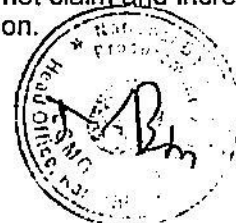


**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

Procurement of furniture at NBP Kazi Ahmed Branch (B.C 0169), Mirpurkhas Region

**TERMS AND CONDITIONS FOR TENDER.**

- 1- The payment shall be made as per actual measurement of works done at site.
- 2- Rate should be quoted on item basis as details given in the BOQ and no conditional tender would be accepted.
- 3- The time limit will be 30 days from the date of start of work given in writing. In case the contractors fails to complete the work within the stipulated period a penalty of Rs.1,000/- per day shall be levied to the maximum of 10% of the total cost of work whichever is less or the work may be treated as cancelled and the same may be completed through other agency at the Risk & cost of the contractor.
- 4- The contractors shall also have to submit Bid Security in shape of payment order issued by the NBP or any scheduled Bank.
- 5- If at any stage the SVP/ Divisional Head Procurement Division finds that the progress of work is not satisfactory and the contractors is not be able to complete the works within the time limit. He has full rights to get the work executed through some other agency at the risk and cost of the Contractor.
- 6- After the expiry of time limit if the works still remain incomplete. This may be completed, through some other agency, without giving any notice to the contractors at his risk and cost.
- 7- All work shall have to be carried out strictly according to the specifications any work not up to the specifications will have to be dismantled and re-laid or its rates will be reduced if otherwise accepted by the Divisional Head Engineering. In this connection the decision of the Divisional Head Engineering will be final and binding upon the contractors.
- 8- Any extra item carried out by the contractors will be paid as per the rates of similar items include in tender of the contractors. However if no similar item exists in tender the rates as fixed by the Divisional Head Engineering will be final and binding on the contractors without appeal.
- 9- Quantities of item may decrease or increase or some items may be omitted at the discretion of the SVP/ Divisional Head Procurement.
- 10- If any items or work is carried out which is not covered in the tender the rates fixed by the Divisional Head Engineering for such item will be final and binding on the Contractors. The Contractors in his own interest should get the rate for such item approved by the Divisional Head Engineering before executing the work.
- 11- In case of any dispute arising during the execution of this contracts the decision of the Divisional Head Procurement Division will be final and binding upon the Contractors and without appeal.
- 12- The rates quoted by the contractors shall be binding to the contractors for a period of 06 Months from the date of the tender and no fluctuation of any sort in material, labor, cartage etc. will be allowed. The quoted rates should be inclusive of all Taxes & transportation charges.
- 13- During the Execution of the work the contractor will not claim and increase in prices of any sort or escalation due to any cause or condition.



- 14- The Contractor will be responsible for any hindrance in work from KMC, KDA or any agency and should sort out at his own cost.
- 15- The contractor should arrange power loading/ unloading & labor charges to their own; the bank is not responsible for this in any case. Detail of work, quality and measurement should be submitted with final/ running bills.
- 16- The contractor will get samples approved by the Divisional Head Engineering.
- 17- The Contractor should work in the Bank's premises as per instructions of the Divisional Head such that the working Office does not disturb. No extra payment will be made for working in the night or holidays.
- 18- During execution of work contractor is responsible for the branch/Office fixtures, fittings furniture and any damage to them is the responsibility of contractor to be indemnified to bank at actual cost.
- 19- No claim Certificate will be submitted by the contractor with the final bill without which No payment will be made to the contractor.
- 20- Completion Certificate will be submitted by the contractor with the final bill without which No payment will be made to the contractor.
- 21- The bill will be submitted in duplicate (One original and one duplicates) on printed Letter head.
- 22- The payment of the final bill will be made when the completion certificate is submitted from the respective Department /Branches/ Offices/ Group/ Wing.
- 23- The Bank reserves the right to reject any tender or part thereof.
- 24- In case of breaking/lost/damage or damage the premises any item of work during dismantling/shifting/removing, loading/un-loading, the cost of the same will be recovered/ repaired from contractor's bill on pro rata basis or the contractor will pay the cost of the same to the Bank.
- 25- All the items should be handed over and stacking at the Bank's premises safely for future use after proper counting to the concerned staff.
- 26- The tender/ quotation will be received at 11:00 AM on 21/03/2023 in the Office of the SVP/ Divisional Head Procurement Division Head Office Karachi and will be opened on same date at 11:30 AM in presence of Tender opening committee and contractor's representative who opt to attend.

Accepted the terms and conditions.

Bidders's Seal & Signature



For National Bank of Pakistan

**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

**TENDERING DATA**

Instruction to Tenderers  
Clause Reference

1. Name of Employer

**NATIONAL BANK OF PAKISTAN**

2. Brief Description

**Procurement of furniture at NBP Kazi Ahmed Branch (0169) Mirpurkhas Region**

3. Method of Procurement

"Single Stage, One Envelope Bidding Procedure" as per Rule 36(a) of PPRA 2004.

4. Employer Address

**Procurement Division 3<sup>rd</sup> floor NBP Head Office I.I Chundrigar Road  
Karachi**

5. Tender shall be quoted entirely in PAK Rupees. The payment will be made in Pak Rupees

6. Amount of Bid Security

Rs. 14,500/-

7. Period of Tender Validity

**180 Days from the date of opening tenders**

8. Number of copies of the tender to be submitted

**One Original plus One copy**

9. Employer address for purpose of tender submission

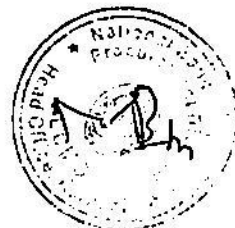
**Procurement Division 3<sup>rd</sup> floor NBP Head Office I.I Chundrigar Road  
Karachi**

10. Venue, Time and date of Tender opening

Venue As mentioned in tender notice

Time 11:30 AM

Date 21/03/2023



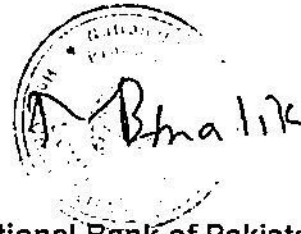
**PROCUREMENT DIVISION  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE BUILDING KARACHI**

**Procurement of furniture at NBP Kazi Ahmed Branch (B.C 0169), Mirpurkhas Region**

<b>ABSTRACT OF COST</b>		
1	Cost of furniture	Rs.
2	ADD GST	Rs.
3	Transportation	Rs.
<b>Grand Total</b>		<b>Rs.</b>

Rupees: \_\_\_\_\_  
\_\_\_\_\_

**Contractor**



**National Bank of Pakistan**

**NATIONAL BANK OF PAKISTAN**  
**ENGINEERING DIVISION LOGISTICS SUPPORT GROUP**  
**HEAD OFFICE KARACHI**  
**TENDER**

**SUPPLY OF STANDARD FURNITURE AT NBP KAZI AHMED BRANCH (0169), MIRPURKHAS REGION.**

Estimate					
S.NO	DESCRIPTION/SPECIFICATION	QTY	UNIT	RATE (Rs)	AMOUNT (Rs)
1	<p><b>BRANCH MANAGER TABLE (BMT-1)</b>            Table Size: L 5'-0" X D 3'-0" X H 2'-6", Return Table size: L 5'-0" X D 1'-6" X H 2'-0". Supply of Branch Manager Table made of chipboard / MDF lassani Covered with oak ply 5mm thick pressed unde 100-150 Kg/Cm2 of air pressure and 60 C of temperature and backing with ply underneath, with approved shade of lacqure polish germany made and having leatherite writing pad on top. Having solid and seasoned Oak wood toothing joint between top &amp; Sides with NC lacqure polish finish. Having front strip panel made of solid oak wood finished Top fixed with return (Side) table with stainless steel spacers, including return table with two drawers. Drawers run on imported roller (sample available at KPT branch). Complete in all respect as per Drawing &amp; specification</p>	2	Each		
2	<p><b>OFFICER TABLE (T-30)</b>            Size: L 4'-6" X D 6'-0" X H 2'-6"            Supply of Office Wooden Table. Table top made of Chipboard / MDF Lassani with formica # 85-7486 (formite) / #6051 (partak - albono oak) pressed under 100-150 Kg/Cm2 of air pressure and 60 degree of temprature on front side and backing formica underneath with same lippinf edging . Including same shade of vanity panel and front panel chipboard same sheet and shade with side rack having 2 shelf and 3 drawers locking system, imported quality hings, roller runners / chanel etc same table at KPT branch deco paint. Completed in all respect</p>	4	Each		
3	<p><b>CREDENZA FOR MANAGER (CR-2)</b>            Size (5'-0" X 1'-6" X 2'-6")            Supply of Credenza made of Chipboard covered with oak ply 5mm thick with approved Oak Veneer pressed under 100-150 Kg/ Cm2 of air pressure and 60 C of temprature and backing veneer on other side with Oak wood toothing. Finish with clear NC lacquer polish, Having storage and drawers with imported roller runner,hinges, complete in all respect as per specification and drawing.</p>	2	Each		





**NATIONAL BANK OF PAKISTAN**  
**ENGINEERING DIVISION LOGISTICS SUPPORT GROUP**  
**HEAD OFFICE KARACHI**  
**TENDER**

**SUPPLY OF STANDARD FURNITURE AT NBP KAZI AHMED BRANCH (0169), MIRPURKHAS REGION.**

Estimate				
4	<b>DRAWER PEDESTAL (DP-1)</b> Size (1'-8" X 1'-6" X 2'-2") Supply of Drawer Pedestal made of Chipboard covered with oak ply 5mm thick pressed under 100-150 Kg/Cm2 air pressure and 60 C of temperature and backing formica underneath. Drawer pedestal having three drawer on imported roller runners including locks, pull and footing / glide. Complete in all respect as per specification and drawings.	4	Each	
5	<b>CPU TROLLEY (CPU-1)</b> Size (Standard Size) Supply of CPU Trolley made of mild steel sheet with deco black paint finish. Complete in all respect and drawing.	6	Each	
6	<b>MANAGER REVOLVING CHAIR (HIGH Back) C-2</b> Supply of Officer Revolving Chair with polish Oak wood arms made in 4 pieces joinery (all joints made in epoxy and two sided screws), seat and back in one piece 12 mm thick Malaysian imported commercial ply pasted over different size of foam (density 1.52 pound per cft), covered with approved Fabric, seat and back reclining, having five spoke nylon base with twin caster wheel, adjustable height with hydraulic base, complete in all respect as per specification & drawings.	2	Each	
7	<b>OFFICER VISITOR'S CHAIR (VC- 4)</b> Supply of officer Visitor's Chair, structure made of solid & seasoned Oak wood all joints made in epoxy and two sided screw, seat and back upholstered with foam and approved leatherite. Wood parts finished with NC lacquer polish. Complete in all respect as per	10	Each	
8	<b>THREE SEAT SOFA (S-10)</b> Supply of Three seat sofa, base made of solid & seasoned Oak Wood with NC lacquer finish, internal structure made of Acacia wood. Seat and back upholstered with good quality foam and approved Fabric. Complete in all respect as per drawing and Specification.	2	Each	
9	<b>SIDE TABLE (CT-5A-A9)</b> Size: W 1'-6" X D1' 6" X H 1'-6" Supply of Side Table, sides made with 50 mm thick Chipboard with Oak veneer pressed on both sides under 100-150 Kg/Cm2 of air pressure and 60 C of temperature, with approved colour leather on top & solid and seasoned Oak wood toothing joint between top & sides. Finish with NC lacquer polish. Complete in all respect as per specification and drawings.	2	Each	
		<b>Total Rs.</b>		
		<b>GST</b>		
		<b>Transportation</b>		
		<b>Grand Total Rs.</b>		
		<b>Say Rs.</b>		



## GENERAL CLAUSES OF CONTRACT

### Clauses 1

#### Security Deposit

The person/s whose tender may be accepted (hereinafter called the Contractor) shall permit the National Bank of Pakistan at the time of making any payment to him for work done under the Contract to deduct such sum as will amount of five percent (5%) of all moneys so payable, such deductions to be held by the National Bank of Pakistan by way of security deposit. All compensation or other sums of money payable by the contractor to the National Bank of Pakistan under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by the National Bank of Pakistan on any account whatsoever, and in the event of his security deposit being reduced by reason of any such 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 have been deducted from, or raised by sale of his security deposit or any part thereof. However, the Contractor will not be entitled to any interest or profits on his earnest money, security deposit or any other sums of money of the contractor remaining with the Bank for any period.

### Clause 2

#### Compensation or liquidated damages payable by contractors to National Bank of Pakistan for delay in completion of work.

The time allowed for carrying out the work as entered in the tender by 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 Rs. 1000 for every day that the work remains uncommenced, or unfinished after the proper dates. And further, to ensure goods 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 without prejudice to the other rights of the employer, to pay as compensation Rs. 1000 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 Fifteen per cent (15%) on the estimated cost of the work as shown in the tender/full amount of the final bill.

### 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 deducted by instalments) or committed a breach of any of



the terms contained in clause 2 & 3, the Engineer-in-Charge on behalf of the National Bank of Pakistan, shall have power to adopt all or any of the following courses without prejudice to its other rights, as he may deem best suited to the interest of the National Bank of Pakistan.

Action when whole Security Deposit is forfeited

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the National Bank of Pakistan.

(b) To employ labour paid by the National Bank of Pakistan 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 material (of the amount of which cost and price certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

(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 had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the National Bank of Pakistan under the contract or otherwise, or from his security deposit or proceed of sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into engagements, or made any advances on account of or with a view to the execution of the work of 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 therefor actually performed under this contract unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4

Contractor remains liable to pay compensation if action not taken under clause 3

In any case in which any of the powers, conferred upon the Engineer-in-Charge 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 any clause hereof he is declared to pay compensation amounting to the whole of his security deposit the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, make



possession of all or any tools, plant 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 following for the same in account at the contract rates, or in case of those not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may be notice in writing to the contractor or his clerk of the work, 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 Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractors and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such sale shall be final and conclusive against the contractor.

**Clause 5**

**Extension of time for completion of work**

If the contractor shall desire an extension in the time for completion of the work on the grounds at his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Chief Engineer shall, if in his opinion (which shall be final) reasonable ground be shown thereof, authorise such extension of time, if any, as in his opinion, be necessary or proper.

**Clause 6**

**Final certificate of completion**

On completion of the work, and six months thereafter the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish, and clean off the dirt from all wood work, 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, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fails as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

**Clause 7**

**Confirmation to all laws and regulations**

The Contractor shall confirm in all respects to the provision of all Central and Local Laws, Rules and Regulation which may be applicable to the execution of said works by contractors and indemnify the proprietor against all penalties incurred by reason of any such provision.

**Clause 8**

**All on Intermedilute payments to be regarded as advance**

No payment 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

*[Handwritten signature]*



completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part 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 payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim, nor shall it affect in any way the powers of the Engineer-in-Charge under these conditions or any of the accounts or otherwise, or in any other way or affect the contract. The Engineer-in-Charge shall have power to amend or withhold any certificate if the works or any part thereof have not been carried out satisfactorily. 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 certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

#### Clause 9

##### Submission of bills

A bill shall be submitted by the contractor for each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted if possible, before the expiry of one month from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, 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.

#### Clause 10

##### Bill to be submitted on printed forms

The Contractor shall submit all bills on the printed forms 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 previously approved by National Bank of Pakistan.

#### Clause 11

Payments due to the contractor will be made either by credit to his account with the Bank or direct to him.

#### Clause 12

##### Supply of materials by the Bank

If the specification or estimate of the work provides for use of any special description of materials to be supplied from the National Bank's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum shall 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, or the proceeds of sale thereof, if the same as held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the National Bank of Pakistan and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Chief Engineer, Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or termination of the Contract shall be required. The contractor shall not be entitled to return any such materials except with the consent of the National Bank of Pakistan. In case any such materials returned to the Bank with such consent, have remained unused by the contractor or any wastage or damage has been caused to such materials, the contractor will not be entitled to any compensation from the Bank for such wastage, damage or non-use of the materials.

Clause 13

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

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. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Chief Engineer and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection, during office hours, 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. The whole work shall be carried out to the entire satisfaction of the Chief Engineer whose decision regarding workmanship and interpretation of specification shall be final and binding on the Contractor.

Clause 14

Alterations in specifications, designs and quantities

The Chief Engineer, Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary, or advisable during the progress of the works, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Chief Engineer/ 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 and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. If the items of the work corresponding to the altered, additional or substituted work are not already mentioned in the Schedule of Quantities and Rates, the Chief Engineer in writing shall fix such other rate or price as in the circumstances he shall think reasonable and proper. Where extra work cannot be properly valued, the Contractor shall be allowed day work prices in accordance with the local day work rates and wages and in either case the vouchers specifying the daily time and the

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materials used be delivered to the Engineer for verification and if the altered, additional or substituted work is not entered in the said Schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Chief Engineer/Engineer-in-Charge of the rate which it is his intention to charge such class of work, and if the Chief Engineer/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 class 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 hereinbefore 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 rate as aforesaid according to such rate or rates as shall be fixed by the Chief Engineer. The decision of the Chief Engineer as regards rates shall be final and binding on the contractor.

#### Clause 15

##### Rates for substituted or additional items of works

No deviation from specifications stipulated in the contract nor any Additional items or 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 Chief Engineer failing which the National Bank of Pakistan will not be bound to entertain any claim on this account.

#### Clause 16

##### No compensation for alterations in or restriction of work to be carried out

If at any time after the commencement of the work the National Bank of Pakistan shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, the Chief Engineer/Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations have been made in the original specifications, drawing, design and instructions which shall involve any curtailment of the work as originally contemplated.

#### Clause 17

##### Action and compensation payable in case of bad work

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 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 accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified on whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one 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 rectify or remove, and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, at the risk and expenses in all respect of the contractor.

#### Clause 18

##### Insurance

The contractor shall be responsible for obtaining insurance against all risks including war risk, mutiny, civil war, civil commotion and other risks as may be prescribed from time to time by the Bank to the works and materials used and unused issued by the Bank and shall make good at their own cost, all loss or damage whether to the works themselves, materials and/or to the lives, persons either under the Workmen's compensation Act or Third Party risk or Property of others from whatsoever cause arising out of, or in connection with the works either during the progress of the works or during the period of maintenance provided by the contract. And all such insurance policies shall be assigned by the contractor to or in favour of the employer and if any reason such assignment is not possible, then the contractor shall take out insurance policies jointly in his and in the name of the employer and for the benefit of the employer. The Contractor shall obtain and keep in force policies in respect of the above risks and such risks as it may be prescribed by the Bank from time to time which shall apply specifically and solely to the contract and shall fulfil all the contractors' obligations for insurance in connection with this contract from the National Co-insurance Scheme is unable to provide the cover from a Pakistani insurer or if neither the National Co-insurance Scheme nor a Pakistani insurer are able to provide a cover, only in that event shall cover be obtained from foreign insurers.

#### Clause 19

##### Work open to Inspections

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Chief Engineer/ Engineer-in-Charge and his subordinate and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor himself.

#### Clause 20

##### Notice to be given before work is covered up

The contractor shall be given 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 dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement, and 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 obtained, the same shall be covered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

#### Clause 21

##### Maintenance period of 6 months after issue of Certificate of completion

If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working or any buildings, road, curbs, fence, enclosure, water pipes, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground adjoining 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 six months after completion of work the contractor shall make the same good at his own expense, or in default, the Chief Engineer may cause the same to be made good by other workmen and deduct the

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expenses (of which the certificate of the Chief Engineer 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 deposits or the proceeds of sale thereof, or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of six months after the completion of work.

#### Clause 22

##### Contractor to supply plants, ladders etc.

The contractor shall supply at his own cost material except such special materials, if any, as may in accordance with the contract be supplied from the National Bank's Stores, plant, tools, 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 in the specification or other documents forming part of the contract or included or referred to in these conditions or not or which may be necessary for the purpose of satisfying or 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 therefor to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the National Bank of Pakistan at the expense of the contractor and the expenses may be deducted from any money due to the contractor, or from his security deposit or the proceeds of the sale thereof, or of a sufficient portion thereof. 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 cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of contractor be paid to compromise any claim by any person.

#### Clause 23

##### Contractors liabilities under Workmen's Compensation Act

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

#### Clause 24

##### Labour

No female labour shall be employed within the limits of cantonment.



## Clause 25

No labourer below the age of twelve years shall be employed on the work.

## FAIR WAGES CLAUSE

## Clause 26

1. The contractor shall pay not less than fair wages to labourers engaged by him on the work.

2. 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 Pakistan P.W.D. for the district in which the work is done.

3. The contractor shall, notwithstanding the provision 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.

4. In respect of all labour directly or indirectly employed, in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with Government Labour Regulations.

5. The National Bank of Pakistan shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contractor for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observances of the Regulations.

6. The National Bank of Pakistan *vis-a-vis* the contractor shall be primarily liable for all payment to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

7. 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 labour doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge and on his failure to do so the National Bank of Pakistan shall be entitled to provide same and recover the cost from the contractor.

## Clause 28

The contractor shall submit, by the 4th and 19th 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.



Statements showing labour employed etc.

(1) The number of 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 fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, failing which the contractor shall be liable to pay to the National Bank of Pakistan a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine.

Clause 29

Observance of Government labour rules for warfar.

In respect of all labour directly or indirectly employed on the work for performance of the contractor's part of this agreement the contractors shall comply with or caused to be complied with all rules framed by the Government from time to time for the protection of Health and Sanitary arrangement for workers employed by the National Bank of Pakistan and its contractor.

Clause 30

Contract may be rescinded and security deposit forfeited for subletting, bribing, or becomes insolvent

The contract shall not be assigned or sublet without the written approval of the Chief Engineer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, 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 officer or person in the employ of the National Bank of Pakistan, 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 Chief Engineer 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 National Bank of Pakistan and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work heretofore actually performed under the contract.

Clause 31

Sums payable by way of compensation.

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

Clause 32

Changes in the constitution of the firm.

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 Chief Engineer for his information.

Clause 33

Work to be under the direction of the Chief Engineer.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Chief Engineer of the National Bank of Pakistan 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.

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## Clause 34

Settlement of disputes.

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the designs, drawings and instruction hereinbefore mentioned and or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to contract, design, drawings, estimates, instructions, ordered, or these conditions or otherwise concerning the works, or the execution, failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the S.E.V.P. (CMSD) National Bank of Pakistan Head Office, Karachi being the sole arbitrator and whose decision shall be final and binding on the contractor without any appeal.

## Clause 35

That the courts at Karachi shall alone have jurisdiction in respect of all disputes which may arise between the Bank and the Contractor.

## Clause 36

Lump sum estimates.

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurements, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

## Clause 37

Action where no specification.

In the case of any class of work for which there is no such specifications as is mentioned in Rule I such work shall be carried out in accordance with the Pakistan P.W.D. specification for the district and in the event of there being no district specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of Senior Engineer.

## Clause 38

Definition of work.

The expression "work" or "works" where used in this conditions shall, unless there be something either in the subject or context repugnant to such construction, 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.

## Clause 39

No claim on account of fluctuations.

It must be clearly understood by the Contractor that no claim on account of fluctuation of market rates on account of war or for any reason whatsoever will be entertained during the currency of this contract for items of the work as per schedule of quantities attached to the agreement.

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**Clause 40****Rates Inclusive of all taxes.**

The tendered rates or amounts should be inclusive of all taxes, income and sale-taxes etc., payable to the Central and Provincial Governments or Local Bodies and no claims on this account shall be entertained by the National Bank of Pakistan, even if the taxes are enhanced or any new taxes are imposed under any head by the Government of Pakistan/ Provincial Government or a Local Body during the currency of the contract. Enhancement of taxes or levy of new tax shall not affect the rates which may be agreed upon.

**Clause 41****Rates Inclusive of all leads and lifts.**

The tendered rates shall be inclusive of all lead and lift.

**Clause 42****Contractor to check drawing, specifications etc. before execution of work.**

The contractor shall check all dimensions and quantities on any drawing and schedule of items given to him by the Bank and shall notify the Bank of any discrepancy or divergence which may be discovered therein and the contractor must get it clarified in writing before execution of the work otherwise he will be solely responsible for any loss to him in rectifying the work.

**Clause 43****Rates Inclusive of all incidental charges.**

The contractor's rate shall include all incidental charges in connection with the work such as the cost of removing trees, shrubs, grass, etc., which interfere with the executions of the work.

**Clause 44**

No alterations or additions shall be made by the contractor in the schedule of quantities, and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the Schedule of quantities. All corrections must be initialled by the Contractors. 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.

**Clause 45****Reduction of rates for items not carried out properly.**

The Chief Engineer has full power to reduce the rates for such items which have not been properly carried out but can be accepted otherwise. The decision of the Chief Engineer with respect to reduction of rates will be final and without appeal.

**Clause 46****Materials obtained for execution.**

Material obtained for execution will be the property of the Bank. Serviceable materials are to be stocked in the places pointed out by Engineer-in-charge. The contractor undertakes to have the site clean free from rubbish to the satisfaction of Engineer-in-Charge.

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## Clause 47

Site Clearance on completion.

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

## Clause 48

Depositing of materials without inconvenience.

The contractor shall not deposit any materials on any site which will 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.

## Clause 49

Supply of materials.

Owing to difficulty in obtaining certain materials in the open market, the Bank may arrange to supply the material from any source. There may be delay in obtaining the materials by the Bank and the contractor is, therefore, required, to keep himself in touch with the day to day position, regarding the supply of materials from the Chief Engineer and to so adjust the progress of the work that their labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the Bank on account of the delay etc. in supply materials.

## Clause 50

It will be at the discretion of the Chief Engineer not to accept a Power Attorney granted by the contractor to some person, who may appear undesirable to the Chief Engineer.

## Clause 51

Storage

The contractor shall make their own arrangement for storing their belongings and all the materials.

## Clause 52

Contractors as trustees for materials supplied.

Notwithstanding anything contained to the contrary in any of all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials as trustee for Bank and use such material economically solely for the purpose of the contract and not dispose of them without the permission of the Bank and return if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at 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, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the Engineer-in-Charge, shall be final and conclusive. In the event of the breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contavention of the terms of licence or permits and or permits and or for criminal breach or trust, be liable to Bank for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.



**Clause 53**

Materials obtained from excavation etc, will be National Bank of Pakistan property.

The contractors in the course of their works should understand that all material (e.g., stone and other materials) obtained in the work of dismantling, excavation etc, will be considered Bank's property and issued to the contractors (if they require the same for their own use) at rates approved by the Chief Engineer. If these materials are not required by them they will be disposed off in the interest of Bank.

**Clause 54**

Nomenclature of Items.

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 purpose Pak. P.W.D. specifications, will have to be followed and as per direction of the Engineer-in-Charge.

**Clause 55**

Doubts about specifications to be referred to Chief Engineer before submitting tender

The contractor shall carefully read the detailed specifications attached with the schedule of quantities and if they have any doubts they should get them clarified from the Engineer-in-Charge concerned, before execution of the work. In case detail of drawings of some items is not attached with the tender documents, but the items is given in the schedule of quantities, the contractor is bound to get it clarified from the Chief Engineer before submitting his tender, failing which the contractor will be bound to execute the work at his tender rates according to the details of drawings and designs of the work, which may be supplied to him subsequently by the Bank and in such case the Bank will not be liable to pay any extra amount.

**Clause 56**

Contractor staff at site.

The contractors must keep an experienced Engineer who can understand drawing, specifications etc., on the site of work throughout the working time. He must be approved by the Engineer-in-Charge and should he 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 Engineer is removed another approved one by the Engineer-in-Charge should be appointed.

**Clause 57**

The contractors should inspect the site of work and acquaint themselves 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 the tenders.

**Clause 58**

In case of work of additions and alterations repairs or renovations of any Bank Building the contractor should clearly understand that he will not disturb the normal activities in the said building in any way by his working. The contractor will not be entitled to any compensation due to inconvenience or difficulty in execution of the work or idling of his labour or piecemeal working or due to delay in the clearance of work site on account of the above.

**Clause 59**

Whenever a work is carried out in a city area, electric light or electric danger signs shall be provided by the contractor in the barriers as well as paraffin ones at his own expense.



**Clause 60**

The contractors may have to make temporary approach roads etc. at their own cost to facilitate carriage of materials, such approach roads shall be aligned in a manner approved by the Engineer-in-Charge.

**Clause 61**

The contractor(s) shall at his/their own cost provide his/their labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the labour camp to satisfaction of the local public Health and Medical authorities. He/they shall also at his/their own cost make arrangements for laying of pipe lines for water supply to his/their labour camp from the existing means wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

**Clause 62**

**INTERPRETATION CLAUSE**

The Architect, the Engineer-in-Charge and the Senior Engineer mean the Chief Engineer employed by the National Bank of Pakistan, in charge of the department of Engineering at Head Office. The site Engineer means the duly authorised representative of the Chief Engineer.

Words importing the singular number shall include the plural number and vice versa.

Schedule showing (approximately) materials to be supplied by the Engineering Department, National Bank of Pakistan under clause (10) and (26) of the conditions of contract for work contracted to be executed and the rates at which they are to be charged for.

**Clause 63**

Rights of employer under law.

Nothing contained in the Main Contract shall in any way, affect or impair or be deemed or construed to affect or impair any rights or remedies to which the employer may be entitled under law.

**Clause 64**

That in the interpretation of the contract the following documents shall be taken into account which are attached herewith :

- (1) General specifications and plans.
- (2) Additional conditions.
- (3) General rules and directions for the guidance of contractors.
- (4) Tender for works.
- (5) Notice inviting tenders.
- (6) Letters forming part of contract.





**General Specifications**

Unless and otherwise provided in the "Schedule of Items" of the work and the General/Additional conditions of Contractor hereto, all works shall be executed by the Contractor strictly in accordance with the specifications of Buildings, Road, Sanitation and Electrical Works of Pak. P.W.D., Government of Pakistan.

For Contractor.

