

PAKISTAN PUBLIC WORKS DEPARTMENT

Province
Branch

Division
Sub-Division

ITEM RATE TENDER

AND MEMORANDUM CONTRACT FOR WORKS [Central P.W.D. Code, paragraph 89.]

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Divisional Officer shall also be open for inspection by the contractor at the office of the Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Pakistan Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tenders as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Divisional Officer, or his duly authorized assistant, will open tenders in the presence of an intending contractor who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tenders shall thereupon be returned to the contractor making the same.

6. The officer competent to accept tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional Officer and the contractor shall be responsible for seeing he procures a receipt signed by the Divisional Officer or a duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Pakistan Public Works Department and their issue rates, shall be filled in completed in the office of the Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

Contractor's Signature

Executive Engineers Signature

Executive Engineer's Signature

Contractor's Signature

TENDER FOR WORKS

I/We hereby tender for the execution for the President of Pakistan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 11 of the annexed conditions and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) If several Sub-works are included they should be detailed in a separate list.

(a) General description

(b) Estimated cost

Rs.

(c) Earnest-money

Rs.

(d) Security deposit (including earnest-money)

Rs.

(e) Percentage, if any, to be deducted from bills

Rs.

(Rupees

percent)

(f) Time allowed for the work from date of written order to commence months.

Item No.	Item of work	Unit	Per	Rate tendered		
				In figures		In words
				Rs.	Ps.	

Note.—To be continued on additional sheets as found necessary.

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Should this tender be accepted. I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the President of Pakistan or his successors in office the sums of money mentioned in the said conditions.

*Give particulars and numbers.

A Treasury receipted challan for the sum of Rs. _____ is herewith forwarded as earnest-money [(a) the full value of which is to be absolutely forfeited to the President or his successors in office, without prejudice to any other rights or remedies of the said President or his successors in office, should I/we fail to commence the work specified in the above memorandum, or (b) Pay order/Certified cheque from _____ Bank, the full value of which shall be retained by Government on account of security deposit specified in clause 1 (b) the said Conditions of Contract.],

Strike out (a) if non cash security deposit is to be taken.

Strike out (b) if a cash security deposit is taken.

*Signature of contractor before submission of tender.

Dated the _____ day of _____ 19 _____

Witness: _____

Signature of contractor's signature.

Address _____

§Signature of the person by whom accepted.

Occupation _____

The above tender is hereby accepted by me on behalf of the President of Pakistan.

Dated the _____ day of _____ 19 _____

CONDITIONS OF CONTRACT

Clause 1.—The person persons whose tender may be accepted (hereinafter called the contractor) shall or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest-money deposited by him) amount to _____ per cent, of all moneys so payable such deductions to be held by Government by way of Security deposit]. All compensation or other sums of money payable by the contractor to Government under the items of his contract may be deducted from, or paid by the sale of a 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 Government 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.

Security deposit.

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

Compensation for delay.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or committed a breach of any of the terms contained in clause 19-B, the Divisional Officer on behalf of the President of Pakistan, shall have power to adopt any of the following courses as he may deem best suited to the interest of Government :—

Action when whole of security deposit is forfeited.

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

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

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer 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 Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Divisional Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made an advance on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Clause 5.—If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Divisional Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Divisional Officer shall in his opinion (which shall be final) reasonable grounds be shown therefor, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

Clause 6.—On completion of the work, the contractor shall be furnished with a certificate by the Divisional Officer (hereinafter called the Engineer-in-Charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned 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 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 fail to comply with the requirements of this clause 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 expense so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale thereof.

(b) To remain the contractor's hand and to be deposited in the hand of the Divisional Officer as conclusive evidence, and in which case the security deposit of the contractor shall stand forfeited, and be absolutely

Contractor's Signature. Executive Engineer's Signature.

*Give balance
of the
sums of
Rs. 1000/-
(a) Strike out
If non cash security
deposit is to
be taken
(b) Strike out
If a cash security
deposit is to
be taken
*Signature of
contractor before
execution of
contract.
Signature of
contractor's sign-
ment to con-
tract.
Signature of the
person by whom
received.

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

Power to take possession of or require removal of self contractor's plant.

Compensation for delay.

Extension of time

Final certificate.

Action when whole of security deposit is forfeited.

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Clause 7.—No payments shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees One thousand the contractor shall on submitting the bill thereof or 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 payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and re-constructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the power of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payments on intermediate certificates to be regarded as advances.

Clause 8.—A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all 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 ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a Bill from such list which shall be binding on the contractor in all respects. In the event of delay in payment for more than 45 (forty-five) days after submission of the bills, the contractor will be entitled to represent direct to the Chief Engineer, Pakistan P.W.D. (by name) endorsing a copy of the same to the efficiency and O & M Wing of the Establishment Division, Government of Pakistan.

Bills to be submitted monthly.

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

Bills to be on printed forms.

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

Payment of contractor's bills to banks.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the President.

Clause 10.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and the prices to be charged therefor 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 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 may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit or the proceeds of sale thereof, if the same is 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 Government, and shall not on any account be removed from the site of the works, and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

Clause 11.—The contractor shall execute the whole and every part of the work in the most substantial and work manlike manner, and both as regard materials and otherwise in every respect in strict accordance with the specifications. Drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.

Alterations in specifications and designs.

Clause 12.—The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

Do not invalidate contracts.

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any item of work, for which no rate is specified in this contract, then such item work shall be carried out at the rate entered in the schedule of rates of the Pak., P.W.D. revised schedule of 1973 together with the analysis of rate which was in force at the time of the acceptance of the contract, minus plus the percentage which the total tendered amount bears to the estimated cost of the entire work out tender; and if the altered, additional or substituted work is not entered in the schedule of work is not enter in the said schedule of rates, then the contractor shall within Seven days of date of his receipt of the order to carry out the work inform the Engineer-in-charge of the site which it is his intention to charge for such item of work, and if the Engineer-in-charge does not agree this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such manner as he may consider advisable, Provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly 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 Engineer-in-Charge. In the event of a dispute the decision of the Superintending Engineer of the Circle shall be final.

Extension of time in consequence of alteration.

Rate for works not in estimate, or schedule of rates.

Clause 12-A.—No division from specifications stipulated in the contract or additional items of work shall be carried out by the contractor unless the rates of the substituted altered or additional item have been approved in writing by the competent authority failing which Government will not be bound to entertain any claim on this account. The interpretation of the Engineer-in-charge in the event of any dispute due to any ambiguity in the specifications or nomenclature shall be binding and final.

No compensation for alteration in or restriction to work to be carried out.

Clause 13.—If at any time after the commencement of the work the President of Pakistan shall for any reason, whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or 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 alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

Clause 14.—If it shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful 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 not withstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials 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 per cent 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 other, the materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor. Measure for rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

Clause 15.—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 Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection.
Contractor or responsible agent to be present.

Clause 16.—The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or other wise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be recovered 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.

Notice to be given before work is covered up.

Clause 17.—If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working, or any building, road, curbs, fence, enclosure, water-pipes cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it within three months (twelve months in the case of road work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of three months (twelve months in the case of a road work) after the issue the certificate final or otherwise of completion of work. Provided that in the case of a road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit will be refundable after 6 months and the remaining half after 12 months of the issue of the said certificate of completion.

Contractor liable for damage done, and for imperfections for 3 months after certificate.

Clause 18.—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 Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite for proper or the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract 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 those 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 persons 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 or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit, or the proceeds of 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 costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings, etc.

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

Clause 18-A.—In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.

Contractor's Signature.

Executive Engineer's Signature.

The Government shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Labour.

Clause 19.—No female labour shall be employed within the limits of a cantonment.

Clause 19-A.—No labourer below the age, of twelve years shall be employed on the work.

FAIR WAGES CLAUSE

Clause 19-B.—The contractor shall pay not less than fair wage 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 at the rates prescribed by the Pakistan P.W.D., for the district in which the work is done.

3. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his Sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.

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 Pak. P.W.D. Contractor's labour regulations made by Govt. in regard to payment of wages, wage, period, deductions from wages, recovery of wages not paid and deduction unauthorizedly made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

5. The Executive Engineer, or Sub-Divisional Officer concerned 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 reason of non-fulfilment of the conditions of the contract for the benefit of the workers' non-payment of wages or of deduction made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.

6. *Vis-a-Vis*, the Pakistan Govt—the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right 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.

PAKISTAN P.W.D.

Contractor's Labour Regulations

1. **Short Title**—These regulations may be called “the Pakistan P.W.D. Contractor's Labour Regulations”.

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

(1) “Labour” means workers employed by a Pak. P.W.D. contractor directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.

(2) “Fair wages” means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Pak. P.W.D. for the district in which the work is done.

(3) “Contractor” shall include every person whether a sub-contractor or headman or agent, employing labour on the work on contract.

(4) Wages shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

Contractor's Signature.

Executive Engineer's Signature.

Contractor

3. *Display of Notices Regarding Wages, etc.*—The contractor shall, before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition on conspicuous places on the work, notices in English and in the local Pakistani language spoken by the majority of workers, giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer, or Conciliation Officer, as fair wages and the hours of work for which wages are earned and.....
(b) Send a copy of such notices to the certifying officers.

4. *Fixation of Wage Periods :*

- (1) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- (2) No. wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding to one second working day on which his employment is terminated.
- (5) All payment of wages shall be made on a working day.

5. *Payment of Wages.*—(1) Wages due to every worker shall be paid to him direct.

- (2) All wages shall be paid in current coin or currency or in both.

6. *Wage Register and Wage Cards, etc.*—(1) The contractor shall maintain a Wage Register of each worker in such form as may be convenient, but the same shall include the following particulars :—

- (a) Rate of daily or monthly wages.
- (b) Nature of work on which employed.
- (c) Total number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wages actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Executive Engineer may grant exemption from the maintenance of Wages Register and Wage Cards, to a contractor who in his opinion, not directly or indirectly employs more than 20 persons on the work.

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

(1) The wages of a worker shall be paid to him without any deductions of any kind except the following those authorised, namely :—

- (a) Fines.
- (b) Deductions for damage to or losses of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributed to his neglect or default.
- (c) Deductions for absence from duty, *i.e.*, from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- (d) Any other deduction which the Pakistan Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

Contractor's Signature.

Executive Engineer's Signature.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to 3 paise in a rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

(5) No fines shall be imposed for any acts and omissions unless a list thereof has been approved by the Central Labour Commissioner.

8. Register of fines, etc. :

(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deductions for damage or loss was made.

(2) The contractor shall maintain a list in English and in the local Pakistani language, clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. Preservation of registers :

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

10. Powers of Labour Welfare Officers to make investigation or enquiry and to recommend to imposition of fine.

The Labour Welfare Officer or any other person authorised by the Pakistan Govt. on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the fair wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

Clause 19-B.—The Labour Welfare Officer may with the written approval of the Central Labour Commissioner also recommend to the Executive engineer concerned such fine not exceeding Rs.-50 for each default as the Central Labour Commissioner considers fit to be imposed on the contractor for non-compliance with fair wages clause and these regulations, and the Executive Engineers may, if he considers the imposition of the fine justified impose the fine and deduct the amount thereof from any bill due to the contractors but if he disagreed with the recommendations of the Labour Welfare Officer, he will pass on these papers to the Superintending Engineer concerned whose decision will be final.

11. Report of Labour Welfare Officer :

The Labour Welfare Officer or other person authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officer :

Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Central Labour Commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of registers and cards :

The contractor shall allow inspection of the register and cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorised by the Pakistan Government on his behalf.

14. Submission of return ;

The contractor shall submit periodical returns as may be specified from time to time.

15. Amendment :

The Pakistan Government may, from time to time, add to or amend these regulations and on any question as to the application, interpretation or effect of these Regulations the decision of the Central Labour Commissioner to the Government of Pakistan or any other person authorised by the Pakistan Government in that behalf shall be final.

The wages for labour employed by contractors in the Pak. P.W.D. on Govt. works are hereby sanctioned with effect from 1st July, 1973, as per revised Schedule of Pak. P.W.D. of 1973.

Clause 19-C.—The contractor shall at his own expense provide or arrange for the provision of footwear for any labour doing cement mixing work (the contractor has undertaken to execute under his contract) to the satisfaction of the Engineer-in-Charge, and on his failure to do so Government shall be entitled to provide same and recover the cost from the contractor,

Clause 19-D.—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, (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 Government a sum not exceeding Rs. 50 for each default or materiality in correct statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine.

Clause 19-E.—In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all rules framed by Government, from time to time, for the protection of Health & Sanitary arrangements for workers employed by the Pak. P.W.D. and its contractor.

Clause 20.—No. work shall be done on Fridays without the sanction in writing of the Engineer-in-Charge.

Clause 21.—The contract shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt to do so, 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 public officer or person in the employ of Government in any way relating to his officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Clause 21-A.—The contractor shall give an undertaking that no member of Firm who has financial interest in his profit and losses is a retired Gazetted Officer, Sub-Divisional Officer of the Pakistan P.W.D. or related to a Gazetted Officer or Sub-Divisional Officer of that Department in Pakistan or to a Gazetted Officer of the rank of Assistant Secretary or above of the Work Division and that the firm will not allow any such relation of an officer to have financial interest in the firm during currency of the contract. In the event of a breach of this clause of the agreement or if the undertaking if found to be false the contractor shall be liable to immediate cancellation and the security deposit shall thereupon stand forfeited and be absolutely at the disposal of the Government.

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

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

Clause 24.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle 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.

Contractor's Signature.

Executive Engineer's Signature.

Work on Fridays.

Work not to be subject.

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

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

Changes in constitution of firm

Works to be under direction of Superintending Engineer.

Lump sums in estimates.

Clause 25.—When the estimate on which a tender is made includes lump sums 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 of 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.

Action where no specification.

Clause 26.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

Definition of works.

Clause 27.—The expression "works" or "work" where used in these 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.

Interpretation clause—

The President means the President of Pakistan and his successors.

The Divisional Officer means the Executive Engineer for the time being of the Division concerned.

The Sub-Divisional Officer means the A.E.E./A.E. for the time being of the Sub-Division concerned.

Words importing the singular number only include, the plural number and vice versa.

Contractor's Signature.

Executive Engineer's Signature.

GOVERNMENT OF PAKISTAN

PAKISTAN PUBLIC WORKS DEPARTMENT

Additional Terms and Conditions

1. It must be clearly understood by the contractor that no claims on account of fluctuation will be entertained during the currency of this contract for items of the works as per schedule of quantities attached to the Agreement.

2. 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 Government.

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

4. 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 execution of the work.

5. 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.

6. Water supply will be allowed by the Department to the contractor from Pakistan Public Works Department or Municipal water mains passing through areas where the work is required to be carried out and he shall pay the cost of water to the Department at 1/2% of the total cost of work for drinking purposes and 1% of the total cost of work involving use of water (i.e., for constructional purposes). The contractor will bear all charge for laying his water line from the mains to the site of his underground tanks which he may require and construct for storage purposes at his own cost.)

OR

The contractor should make his own arrangement for water required for execution of work and as well as for drinking purposes and nothing will be paid for the same by this Department.

7. Material obtained from excavation will be the property of Pakistan Public Works Department. Serviceable materials are to be stacked in place pointed out by the Engineer-in-Charge. The contractor under takes to have the site clean free from rubbish to the satisfaction of Engineer-in-Charge.

8. 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 of work. He shall fill tanks dug out by him at site remove all debris and other material like surplus sand, stone ballast, rubbish, etc., and in short, shall leave the site in a neat and tidy condition.

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

10. Owing to difficulty in obtaining certain materials in the open market, the Government have undertaken to supply materials specified on page 3 of the Tender Form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with the day-to-day position, regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of the delay, etc., in supply of materials.

11. The contractors shall make their own arrangement for storing their belongings and the materials including cement which will be issued to them only when the Engineer-in-charge is satisfied that the storage provided by the contractor is suitable for the purpose.

12. Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government the Contractor shall hold the said materials as trustee for Government and use such material economically and solely for the purpose of the contract and not dispose them of without the permission of the Government 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 for criminal breach of trust be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

13. If issued departmentally the reinforcement bars will be in the length and shape as available and the contractor's rate shall include the cost of strengthening of bars supplied in solid or otherwise bent and cost of cutting and wastage due to difference in length issued and the length actually for the work.

14. Overlaps, unless clearly shown on the drawing, shall not be measured. The contract will not be entitled to claim difference in the actual weight of bars, and their standard weight as computed from the tables contained in the specifications.

15. 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 Government property and issued to the contractors. If they require the same for their own use at rates approved by Superintending Engineer. If these materials are not required by them they will be disposed of in the interest of Government).

16. The nature of work as to be carried is given more or less in the nomenclature of the items in the schedules. The work will be executed in accordance with the Pakistan P.W.D. Specifications printed in 1973.

17. Tender rates of the contractor for all the items will be considered table for all floors. Unless height of the floor is definitely specified in the schedule of quantities the height of the floor or floors will be considered to be that shown in the latest drawings available at the time of submission of the tenders and no extra payment will be made for any subsequent increase in the heights provided that such an increase is not more than five feet. Similarly no reduction in the tendered rate will be made if the heights are increased up to five feet, from that shown in the drawings referred to above.

18. The contractors 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 Executive Engineer concerned.

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

20. 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 their tenders.

21. The contractors shall be responsible for rectifying defects noticed within 3 months from the date of completion in case of works other than roads and one year in case of roads. The security deposit relating to asphaltic work shall be refunded after the expiry of one year and that relating to other works will be refunded after 3 months from the date of completion.

22. 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. Facilities for the electrical connection will be given by this Department but the contractor will bear all the consequences.

23. 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.

24. 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 the 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 mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

25. As soon as written order to commence the work are issued to the contractor and before the work is actually put in hand, the Executive Engineer will have samples and test cubes made of blocks roof concrete, floor concrete, etc. In presence of the contractor or his authorised representative with the materials and in accordance with the specifications prescribed in the contract. The samples and test cubes will be got tested for compressive strength at a testing laboratory. These will be regarded standard tests which will be communicated to the contractor in writing before any item in which cement is required to be used is taken in hand. During the progress of the work the S.E. may cut pieces from finished work or have test cubes made from cement being in mixed at site and send the core or test cubes to a laboratory for technical examination and test to ensure that the work is in conformity with the specifications laid down in the contract.

26. Strength of cubes tested according to B.S.S. Code shall be 3,000 lbs. P.S.I. or 5,000 lbs. P.S.I. as specified in the nomenclature of the items, in case of work cubes, strength at 7 days should not be less than 70% of the above and if tests shown strength less than 90% after 28 days then the work shall be dismantled and redone by the contractor at his cost.

27. During the progress of the work, testing of concrete work will be carried out by the Executive Engineer. the result of such test should confirm with the result of the standard cubes tests. The charges of all such tests will be borne by the contractor.

28. Where cement is issued departmentally its issue rate will be exclusive of the cost containers. The containers would be the property of the contractor and shall not be returnable.

29. The tenderer should sign each page of the documents as well as corrections, interpretation and over writing in the forms, schedule of quantities and specifications before submitting his tender. If the requirements thereof are not complied with, the tenderer shall be responsible for the risk involved.