

Purchase of Sub Head 'B' Stores for RTE – GE (A) Svcs, Nsr, Rsc, Swat, Kht & AGE (A) Bxu, DIK, Thl (Day to Day & Unit Req - FY- 2026-27

The president of Pakistan does not bind himself to accept the lowest of any tender.

- (1) Agreement No. ACE- /2026 of _____
- (2) Contractor _____
- (3) This agreement comprises _____ Pages.
 - (a) Contract form PAFW-1815 Pages
 - (b) Schedule of Material Pages
 - (c) Certificate Pages
 - (d) Breach of Security Clause Pages
 - (e) Special conditions Pages
 - (f) Notice of tender Pages

**RUNNING CONTRACT
AND
TENDER FOR THE SUPPLY OF MATERIALS OR STORES
(Hereinafter referred to as materials)
Conditions of Contract)**

1. The materials specified in any order are to be delivered within the time mentioned in the order by the contractor at his own expense either at the place whether they are to be used, or to be deposited at the store rooms of the stations at the option of the GE / AGE or his agent being a Sub Divisional Officer (hereinafter called the engineer – in charge) and to be stacked or placed by the contractor or his workmen without charge to government in such manner as the engineer in charge may direct having regard to convenience in counting, weighing and measuring. Failing compliance with this condition he shall pay or allow one per cent on the total amount of the order he has failed to complete for every day not exceeding ten days that he shall exceed the time allowed subject to a maximum of Rs. 100/- on each order as a fine.
2. In every case in which the payment or allowance mentioned clause I shall have been incurred for ten consecutive days the engineer in charge may cancel the order for the materials for failure to deliver which the same shall have been incurred or the unfulfilled portion thereof, as the case may be, and procure sub materials elsewhere and in such case the contractor shall forthwith on demand pay to the GE / AGE or other proper officer any excess of price and other expenses incurred by him for Government in so doing.
3. The above remedy is in addition and without prejudice to governments right to proceed under clause 21 hereof.
4. In the event of delay in the supply of materials arising from any cause which could not reasonably have been foreseen and the contractor could not reasonably, have avoided, such an extension of time as the GE/AGE shall consider reasonable having regard to the circumstances will granted for such supply. The decision of CMES shall be final, binding and conclusive as to whether the cause could have been foreseen or avoided or not, ie, in the event of the contractor claiming that he was so hindered and the GE /AGE not agreeing with the contractor.
5. The contractor shall give reasonable notice to the engineer in charge of his intention of making delivery of materials ordered, and on the materials, being approved, a receipt shall be granted to him by the engineer in charge, and no material, shall be considered as delivered until so approved.

6. On the completion of the delivery of materials the subject of any order, the contractor shall be furnished with a certificate to that effect, but the delivery shall not be considered complete until the contractor shall have removed all rejected materials and shall have the approved and passed by the engineer in charge.

7. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the engineer in charge.

8. In the event of any material supplied being considered by the engineer in charge to be inferior to the description in the specification, the contractor shall, on demand in writing by the GE / AGE, forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the engineer Incharge that officer may have such rejected material removed at the contractors risk and expense, the expense incurred being liable to be deducted from any sums due or which may become due to the contractor or from his security deposit.

9. When fractions of a rupee occur in the totals of bills, fractions less than half a rupee shall be disregarded and half a rupee and over taken as a rupee.

10. Receipts for all payment made under this contract shall be signed by the several partners in the case of a firm, or by any person having authority by power of attorney to give effectual receipts for the firm, A certified copy of such power of attorney shall be furnished to the GE / AGE.

11. Payment Procedure :-

a. Crossed cheques in payment of bills will normally be issued by the GE / AGE and outstation direct to the contractors bankers, for this purpose the bill must be receipted by the contractor under the words "Received Payment" and be endorsed by him in favour of the Bank under separate signature.

b. Contractor's tender will not be accepted unless he possesses a banking account so that payment of bills can be made by cross cheque. The name of the banker must, therefore be stated in the space provided :-

c. If the above bank is not included in the second schedule to the State Bank of Pakistan Act, the contractor will be required in addition to execute a power of attorney irrevocable in the case of financing bank, in favour of the bank. The Govt: will not, as a rule make any payment to the contractor without knowledge of the bank. If however, the contractor represents a bill for payment direct and does not endorse it in favour of bank a payment to the contractor if agreed to by the Govt: will constitute full a quittance so far as Govt: is concerned. The bank will be required to give a written acknowledgement of this condition as part of the arrangement under which Govt recognizes the power of attorney.

d. The above procedure will not in any case, effect the rights of Govt to deduct from bill (whether endorsed in favour of a bank or not) any sum due to them from the contractor on account of penalties, overpayments etc on the contract the bill pertain to or on any other contract with the Govt of Pakistan.

12. When any over or under payment is discovered in respect of any work done by the contractor, or alleged to have been done by him under this contract, such over or under payment shall be dealt with as follows :-

- a. Any such overpayment shall be recoverable by the government from the contractor, and any payment so recoverable may be deducted by the government from any moneys which are due, or subsequently become due to the contractor from the government under this or any other contract, or the contractor shall pay some on demand.
- b. Any such under payment shall be duly paid to the contractor by the government.

13. For this purpose an over or under payment shall include any payment, or excess of payment, made, or any sum left unpaid to the contractor in consequence of any mistake of law or of fact or of the fraud or negligence of any person.

14. If the contractor or his work people shall break, deface, injure, destroy the contents of or any part of a building, in which they may be working or any building, road fence, enclosure or grass land or cultivated land, he shall make good the same at his own expense, and, in the event of his refusing or failing to do so, the damage shall be repaired at his expense by or under the order of the GE / AGE who may deduct the cost from any sums due or which may become due to the contractor or from the security deposit.

15. The contractor shall indemnify the government against all claims enforceable against the government or any officer or servant of the government or which would be so enforceable against the government were the government a private person, in respect of injury or damage arising out of, or in connection with, the execution of his contract, to any person or property including all claims which may arise under the Workmen's Compensation Act or otherwise in consequence of the work in respect of any person employed by the contractor on the work.

16. The contractor shall supply at his own expense all tools, plant and implements, required for the due fulfillment of his contract and the material shall remain at his risk till the date for final delivery, unless it shall have been in the meantime removed for use by the engineer-In-Charge.

17. No materials shall be delivered on Friday without the written permission of the Engineer-In-Charge.

18. The contractor shall not employ any labourer below the age of 20 years and he shall pay to his labourers wages not less than those paid for similar work in the neighborhood.

19. The contractor shall not employ any over-time labour in connection with his contract shall not employ any over-time labour in connection with his contract without first obtaining the written sanction of the Engineer-In-Charge and, if such permission is given, will pay therefore rates not less than those paid for similar work in the neighborhood.

20. The contractor or any sub-contractor, employed by the contractor shall not:-
- a. Employ to use any animal which in the opinion of the Engineer-In-Charge in unfit on account of age, injury, infirmity or disease to work without incurring pain or aggravation of such injury, infirmity or disease to work without incurring pain or aggravation of such injury, infirmity or disease.
 - b. Cause any animal to carry or draw a load which in the opinion shall be final.

21. The contract shall be enforce for years ending on the day _____. It will be liable to revision at the request of either party to the contract at the expiry of 06 months from and to subsequent revision after another interval of one year, provided always that such revision is made necessary by external factors such as a rise or fall of prices for materials or labour. The authority quoted in clause 17 hereof shall be the arbitrator where any disagreement exists as to the revision of rates under this clause provided further that the CMES (Army) Psc may terminate the contract at any time without previous notice should contractor be found persistently inefficient or become insolvent or make any arrangement with creditors or fail to observe or perform any condition of the contract or sub-let or assign his contract without the written permission of the CMES.

22. If the contract is terminated under the second proviso above, government shall have the right to recover from the contractor any loss thereby suffered.

- 23.
- a. The government shall, in addition to its power to terminate its liability under the contract, have power to terminate its liability there under at any time by giving three months' notice in writing to the contractor of its desire to do so.
 - b. In the event of such notice being given the government shall be entitled to exercise following powers or any of them :-

- (1) To direct the contractor to complete all or any articles in course of manufacture in accordance with the contract at the expiration of the notice and to deliver the same at such rate of delivery as may be mutually agreed on, or, in default of agreement at the contract rate of delivery, if any. All articles delivered by the contract in accordance with such direction and accepted shall be paid for at a rate mutually agreed on, or in default of agreement at the contract price.
- (2) To direct the contractor to cease manufacture wholly or partially at the expiration of the said notice.
- (3) To require the contractor on the receipt of the notice of termination: -
 - (a) Immediately to take such steps as will ensure that the production rate of manufacture is reduced as rapidly as possible.
 - (b) As far as possible consistent with (a) above to concentrate work, on the completion of parts already in a semi-manufactured state.
 - (c) To terminate on the best possible terms such orders for materials and parts bought out in a semi-manufactured or wholly manufactured state as have not been completed observing in this connection the requirements of (a) and (b) above so far as this may be possible.
- (4) To direct the contractor to cease work on any building contract of, if considered desirable to direct the contractor certain buildings and cease work on the remainder of the contract.
 - (a) In the event of such notice being given and of the contractor having reasonably performed all the provision of the contract binding upon him down to the date of the notice.
 - (1) The government shall take over from the contractor at the cost price therefore plus a reasonable allowance for handing charges all material and bought out components in the possession of the contractor at the termination of the notice properly provided by or supplied to the contractor for the performance of this contract and unused owing to the exercise of the power of termination unless the contractor shall elect to retain such materials and components.
 - (2) The government shall indemnify the contractor against any commitments which in the opinion of the government have been reasonably and properly incurred by the contractor in respect of the portion of the contract uncompleted owing to the exercise of the power of termination.
 - (3) Unless the contractor shall elect to retain such articles the government shall take over from the contractor all articles in course of manufacture at the expiration of the notice which the contractor shall not be directed to complete aforesaid and will pay a fair and reasonable price therefore.
 - (4) If in any particular cases exceptional hardship to the contractor should arise from the operation of this clause it shall be open to the contractor to refer the circumstances to the government who on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable.

24. If any bribe, gratuity, gift loan, perquisite, award or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in any contract, or if it should transpire that the contractor is doing business conjointly with any other contractor is a partner in any other firm (s) on the GE, list of approved contractors, the CMES may thereupon by notice in writing rescind the contract, and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of government without prejudice to government's right to recover from him any excess of price and other expenses incurred in procuring the materials from elsewhere.

25. The contract may also be terminated by notice in writing by the CMES in the case of the death of the contractor during the currency of the contract. The contractor's heirs shall not be entitled to any compensation if the contract is so terminated.

26. Except where otherwise specified in the contract the * * fill in GE, or CMES, shall be the sole deciding authority on all questions relating to the meaning of specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work.

27. All disputes and differences the settlement of which is not provided for under any other clause of this contract and which shall arise either during the progress of the work or after completion thereof this contract and which shall arise either during the progress of the work or after completion thereof concerning the work or the execution or maintenance thereof or the construction or meaning of these conditions of contract or as to any other matter arising out of or relating to the contract or the work to be executed or payments to be made in pursuance thereof shall be referred to the sole arbitration of whose decision shall be final, conclusive and binding on all parties to the contract.

28. 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 Garrison Engineer for his information. Government need not recognize the new firm and in any case members of the old firm shall remain liable under the contract.

29. 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 Engineer-In-Charge and the contractor shall be responsible for seeing that he procures a receipt signed by the Engineer-In-Charge.

30. **Rate of Delivery** Each order will state in detail the date when the detail the date when the deliveries of any materials ordered are to be commenced and the weekly total deliveries of such materials.

31. Of any particular items in the schedule the Garrison Engineer does not bind himself to buy all or any of the quantity mentioned.

32. The contractor shall be obliged to supply any quantity of any article included in the schedule provided that the total value of all purchases is under the contract sum on page 7 and provided that the quantities to be delivered are not in excess of the quantities defined in column 8 of the schedule on page 8 .

33. When the total value of all purchases under the contract shall have reached the contract sum on page 7 the GE/AGE shall be at liberty to order such further supplies as he may require and the contractor, if he agrees to any such orders, shall be presumed to have undertaken to provide further supplies up to a total value of 10 per cent in excess of the original contract sum.

34. In come Tax will be recovered as per rules framed by the Govt: from time to time.

35. All supplier shall be Governed under Sales Tax Act: 1990 amended from time to time.

RUNNING CONTRACT AND

The undersigned do hereby tender for the supply of such quantities of the materials described months beginning on the Subject to the conditions hereunto such amount, as may be required by him from time to time, of the materials specified in the he conditions of this Contract) for stations (s) during the period of the clause Division

- Notes :-
- 1.The following quantities are estimated and based on previous experience and estimated future requirements.
 - 2. The contractor will not be bound to supply weekly quantities in excess of those defined in the such quantities will be supplied at the rates quoted in this schedule.

Total approximate value of the materials enumerated in the schedule Rupees _____in words) described in clauses 32-33 as the contract sum.

@ amendment have been made in this documents and as evidence that these amendments were made before the execution of the contract agreement, they have been initialed by the contractor and

@ Number of amendments to be inserted here.

Tender accepted on behalf of the President of Pakistan

Here insert the name of the officer authorized by the accepting authority to initial amendments.

Date _____
The _____2026

Signature of the officer by whom
The tender is accepted.

TENDER FOR SUPPLY OF MATERIALS

In the following specification, as the Engineer-in-Charge may from time to time order during the annexed. Further in consideration of the Engineer-In-Charge taking from ----- and no one else, all tender (other than such as may be supplied from the Government sources or procured under clause contract, * bind not to revoke tender during such period.

SCHEDULE

Requirement as near as may be No guarantee is given that these quantities represent the ultimate Colm 8. If excess quantities are required by the Engineer-In-Charge and can be supplied by the contractors,

Place at Which To Be Delivered	Rates at Which Articles Are To Be Supplied		Total		Quantity Which To Be Delivered Per Week
5	6		7		8
	Rs	Ps	Rs	Ps	
ACE 11 Corps -----As per List Attached----- Total Contract Amount Rs					

MEMORANDUM

- a.

Earnest money (deposited priori to the submission of tender)

Rs.
- b.

Security deposit (including earnest money) to be deposited on acceptance of tender

Rs.
- c.

Percentage, if any, to be deducted from bills on account of security deposit

Rs. Percent.
- Should this tender be accepted.

Hereby agree to abide by and fulfill 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 Government the sums of money, mentioned in the said conditions without prejudice to Government’s right to claim damage, for breach of contract. The sum of Rs. Forwarded as earnest money is to be absolutely forfeited to government, should this tender be accepted and* not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I otherwise the said sum of Rs. Shall be retained by Government on account of such security deposit as aforesaid, or shall be repaid to the contractor on receipt of the full amount of such security deposit within the time specified in clause I.

Signature _____

Address _____

Dated _____
The _____ 2026

Signature of Witness to _____

Signature of Tender: _____

Address _____

*Insert I or We

*Insert me or us.

*Insert myself of Ourselves

*Insert my or our

SCHEDULE "G"SPECIAL CONDITIONSBreach of Security

- a. The contractor shall acquaint himself and shall always be deemed to have acquainted himself with the provision of the official secret act 1923 and other security and shall abide by and confirm to these. He will further ensure and be personally responsible for ensuring etc, that his employees (supervisory staff and labour etc) are acquainted with and abide by all such rules and orders, breach of the said provision on the contractor or his employees in addition to any other liability under law, may as result in immediate cancellation of the contract by the accepting officer and completion of remaining of the work at his risk and expenses by any other agency which the accepting officer may consider suitable.
- b. The Engineer-in-Charge shall at his discretion has the right to issue passes to control admission of the contractor his staff work people and agents to the site of the work or of any part there of and the contractor shall on demand by the Engineer-in-Charge, submit list of work people etc employed on the work and shall satisfy the Engineer-in-charge as to the genuineness of such personnel. Passes shall remain the property of Government and shall be returned at any time on demand by the Engineer-in-Charge and in all case on completion the work.
- c. Officer's detailed by the Ministry of Defence will have the right to enter the premises to exercise check / periodical inspection of firm record relating to defence contracts to ensure that all classified correspondence is being kept and maintained properly.
- d. The contractor shall ensure that during construction and after completion of work, no information if any kind shall be divulged to any source without clearance and permission of DGW&CE. Non-completion of this clause will take the defaulting contractors liable to prosecution.

Contractor(s): _____

Signature of the Accepting Officer / Officer
auth by him