ES IIN	ATE COST	Open Rate.	TIME L	IMIT		01 MO	NTH	
TEND	ER COST	1500/-	SECURITY	DEPOSIT	·	2% of	O/R	
PANE	LTY PER DAY	1500/-						
	SUBJECT:- R	epair & Maintenanc DMC(e of Street Light West) Baldia Zo		l Road at U	UC-01 to	UC-04	
S.NO		DISCREPTION		QTY	RATE	PER	AMOUNT	
01	P/S of Son T-Lamp	250w Best Quality.		115 Nos				
02	P/S of Son Chowk 250w Best Quality.		88 Nos					
03	P/S of Ignitor Round Shape for 250w Lights Best Quality.			150 Nos				
04	P/S of Thread Holder for 250w+125w Lights Best Quality.		100 Nos					
05	P/S of Porcelain Sv	witch 15Amp best Quali	ty.	80 Nos				
06	P/S of Wire 3/0.29	million make.		40 Coils				
07	P/S of Insulation Tape best quality.			100 Nos				
08	P/S of Mercury Lam	P/S of Mercury Lamp 125w best quality.		60 Nos				
9	P/S of Mercury Chol	te 125w best quality.		50 Nos.				

Nomenclature, quantities and rates Etc checked and found correct.

E A.E (M&E)

A.E.E (M&E)

I/We hereby quoted rate@____% above/below the schedule of rates.

Contractor's Signature

Address____

ESTIN	AATE COST	Open Rate.	TIME L	IMIT		01 MO	NTH	
TE ND	ER COST	1500/-	SECURITY	DEPOSIT	1	2% of	O/R	
PANE	LTY PER DAY	1500/-						
	SUBJECT:- R	epair & Maintenanc DMC(e of Street Light West) Baldia Zo		l Road at U	UC-05 to	UC-08	
S.NO		DISCREPTION		QTY	RATE	PER	AMOUNT	
01	P/S of Son T-Lamp 250w Best Quality.		115 Nos					
02	P/S of Son Chowk 250w Best Quality.		88 Nos					
03	P/S of Ignitor Round Shape for 250w Lights Best Quality.			150 Nos				
04	P/S of Thread Holder for 250w+125w Lights Best Quality.		hts Best Quality.	100 Nos				
05	P/S of Porcelain Sv	vitch 15Amp best Quali	ty.	80 Nos				
06	P/S of Wire 3/0.29 million make.			40 Coils				
07	P/S of Insulation Tape best quality.			100 Nos				
08	P/S of Mercury Lamp 125w best quality.			60 Nos				
9	P/S of Mercury Chok	e 125w best quality.		50 Nos.				

Nomenclature, quantities and rates Etc checked and found correct.

A.E (M&E)

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A.E.E (M&E)

I/We hereby quoted rate@____% above/below the schedule of rates.

Contractor's Signature

ESTIN	I IMATE COST Open Rate. TIME I		TIME L	IMIT		01 MONTH		
TEND	DER COST	1500/-	SECURITY	DEPOSIT	EPOSIT 2% of		f O/R	
PANE	ELTY PER DAY	1500/-						
	SUBJECT:- Re	pair & Maintenanc DMC(e of Hi-Mast & F West) Baldia Zo		f Poles at l	UC-01 to	UC-04	
S.NO		DISCREPTION		QTY	RATE	PER	AMOUNT	
01	P/S of Son T-Lamp	and the second		129				
		1999 - 1999 - 1999 - 1999 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -		Nos				
02	P/S of Son Chowk 2	250w Best Quality.		85				
				Nos				
03	P/S of Ignitor Round Shape for 250w Lights Best Quality.		ts Best Ouality.	100				
	·····		Nos					
04	P/S of Thread Holder for 250w+125w Lights Best Quality.		80					
			Nos					
05	P/S of Porcelain Switch 20Amp best Quality.		ty.	150				
				Nos				
06	P/S of Wire 7/0.29	Single core million mal	ke.	09				
				Coils				
07	P/S of Wire 7/0.36	Two Core million make	e.	04				
				Nos				
08	P/F of Insulation Tape	best quality.		36				
				Nos				
9	Painting of pole by m	eans of Rubbing Corrosio	on with emery paper	15				
0	& under coat, Painting	g of poles with best qualit	y oil paint.	Nos.				
10	P/F of Fixture HPIT I	ight IP65 best quality.		10				
		~		Nos				
11	P/F of HPIT Light Fro	ont Glass Heat Proof best	Quality.	20				
				Nos				

Nomenclature, quantities and rates Etc checked and found correct.

A.E (M&E)

Co Ar

A.E.E (M&E)

I/We hereby quoted rate@_____% above/below the schedule of rates.

Contractor's Signature_____

Address_____

ESTINA	TE COST	CT MUNICIPAL C 8,28,084/-	TIME I		DILIDIT	30 Da	IVS
	ION FEES	1500/-	, THVIL I			50 D	193
	TY PER DAY	1500/					
		a RCC Pipe drain at	Maymar-e-Mi	llat Road	Sector 9	B in UC	No 02
SUBSIN		est) Baldia Zone.	ivraymai-e-ivin	nat Road,	Sector 7	b , m e e i	10.02,
S.NO		DISCREPTION		QTY	RATE	PER	AMOUNT
01110	Excavation for pir	pe line in trenches, and pit	s in all kind of soil	12150-	4650	%0Cft	56498
		eveling of beds of trenche		Cft			00.70
		arth within a one chain	n as directed by				
	Eng incharge.			200 00		0.000	
2		pe line in trenches, and pi niseling i/c trimming and dr		300-Cft	24150	%0Cft	7245
		pe leveling of beds of trenc					
		g joints holes and disposa					
		as directed by Engineers I					
		this flags and temporary					
		where ever required lift up	to 5ft. (1.52m) and				
3	lead upto one chai		with multhar rings	900-Rft	367	P/Rft	330300
5		cement concrete pipes v ling unloading at site o		900-KII	507	r/Kit	330300
		fitting, jointing with					
		B Approved Rate, M/S B					
		Pakistan construction					
	Kamal R.C.C Pi	pe Co.					
	12"dia pipe						
4		4" dia manhole insid		37-Nos	9307.86	Each	344391
		pre cast C.I frame 15k					
		reement and two handle					
		n situ walls with 50%					
		i/c bending and channe e i/c cutting asphalt roa					
		back filling and disposa					
	(KW&SB) appro		i or surprus starr				
5		ond 5" ft or less then 5	deducted at the	(-) 18.5-	1609.15	P/ft	(-) 29769/
		B) approved rate.		ft			
6	Refilling the e	excavated stuff & sur	plus Earth etc.	11205-	2760	%Cft	30926
	complete.			Cft			
7		and supplying R.C.C n		10-Nos	913.63	Each	9136
		4 C.C. 3" inch deep in					
		I.S Bars welded on M.S	. sheet i/c curing				
	transportation.						
	21" dia. 24" dia.						
8		d supplying of R.C.C Ring	Slab of 21" inside	10-Nos	1906.60	Each	19066
0	36" dia out side 7	75 wide and to thick i/c 3/	8" dia tor steel bar				
	two concentric rin	igs with 3/8" dia Nos. cros	s links bars welded				
		pe hook, lasted in 1:1-1. I frame in per feet position					
	charges for an ave	erage lead of 20 km per trip	from casting vard				
	to town office (A minimum of 25 slabs	per trip will be				
	transported.)						
9		shifting to te site and fixing		10-Nos	563.09	Each	5631
		n on damage manhole i/c ned in past shape and lying					
	mortar of 2" thick		or cement concrete				
10		xcavation underdressed	lead up to single	350-Cft	1361.25	% 0Cft	476
		Pharawrah of Shavel in o					
11		crete brick or stone 6 b	-	231-Cft	9416.28	% Cft	21752
11	gauge 1:4:8.	crete brick of stone 0 D	anast 1 /2 10 2	251-Cit	9410.20	70 Ch	21732
12		ing cement concrete 1:2:4 i	/c surface finishing	700-Sft	3275.50	% Sft	22929
12		inels etc complete.		100 51	5210100		
13		Cft Tons of all kind m	aterial like Cole,	1595-	595.80	%Cft	9503
	brick i/c loading	unloading, 10 miles.		cFT			

A.E (B&R) I/We hereby quoted rate@____

% above/below the schedule of rates.

A.E.E (B&R)

Contractor's Signature_

OFFICE OF THE XEN (B&R) D.M.C (WEST) BALDIA ZONE.

			30 Days
ES' IMATE COST	9,99,159/-	TIME LIMIT	30 Days
and a second sec		SECURITY DEPOSIT	
TENDER COST	1500/-	SECORTIBLICOT	
PANELTY PER DAY			

SUBJECT:- P/L 2" thickness cc flooring at house No.1909, Iqbal Govt. School Street Rahman, Hospital, Doctor Muzammil Shah House, Block B&C, Abidabad in UC-01, DMC (West) Baldia Zone.

	DISCREPTION	QTY	RATE	PER	AMOUNT
<u>s.no</u> 1	Earth work of excavation underdressed lead up to single throw of Kassi Pharawrah of Shavel in ordinary soil.	7213- Cft	1361.25	% 0Cft	9819/-
2	P/L cement concrete brick or stone 6 ballast 1 1/2" to 2" gauge 1:4:8.	4762- Cft	9416.28	% Cft	448403/-
3	P/L 2" thick topping cement concrete 1:2:4 i/c surface finishing and diving into panels etc complete.	14425- Cft	3275.50	% Sft	472491/-
4	Carriage of 100 cft tons of all kinds' material like Cole bricks i/c loading unloading 10 miles.	8663- Cft	595.80	% Cft	51614/-
5	P/R C-I M/H Cover frame i/c cast of 1 kg material etc.	50-PK	140	P-Kg	7000/-
6	M/S R.C.C M/H Cover cast in silo 1:2:4 C.C 3" inch deep in center reinforced with 3/8" dia M.S Bars Welded on M.S Sheet i/c Curing transportation.	05-Nos	913.63	Each	4568/-

Nomenclature, quantities and rates Etc checked and found correct.

M.FeliA A.E (B&R)

I/W e hereby quoted rate@_____

A.E.E (B&R

% above/below the schedule of rates. Contractor's Signature_____

OFFICE OF THE XEN (B&R) D.M.C (WEST) BALDIA ZONE.

ESTIMATE COST	9,38,653/-	TIME LIMIT	30 Days
TE NDER COST	1500/-	SECURITY DEPOSIT	
PANELTY PER DAY			

SUBJECT:- P/L 12" dia RCC Pipe Drain CC flooring at Dispensary Abidabad, Block A,B,C, Abidabad in UC-01, DMC (West) Baldia Zone.

S.NO	DISCREPTION	QTY	RATE	PER	AMOUNT
01	Excavation for pipe line in trenches, and pits in all kind of soil of Murum Shape Leveling of beds of trenches to correct lever & grade, surplus earth within a one chain as directed by Eng incharge.	9450- Cft	4650	%0Cft	4394/-
02	Excavation for pipe line in trenches, and pits in hard rock by hammering and chiseling i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joints holes and disposal of surplus earth within a one chain as directed by Engineers Incharge. Providing fence guards. Lights flags and temporary crossings for non-vehicular traffic where ever required lift up to 5ft. (1.52m) and lead upto one chain (30.5m)	2700- Cft	24150	%0Cft	65205/-
()3	P/L reinforced cement concrete pipes with rubber rings i/c cartage, loading unloading at site of work fixing in trenches cutting fitting, jointing with rubber rings etc complete KWSB Approved Rate, M/S Balochistan R.C.C Pipe Co. M/S Pakistan construction (Pvt.) Ltd. M/S Kamal R.C.C Pipe Co. 12"dia pipe	900-Rft	367	P/Rft	330300/-
()4	Construction of 4" dia manhole inside complete with 21"dia c c 1:2:4 pre cast C.I frame 15kg i/c the cost of M.S bars reinforcement and two handles 5" clear depth c c 1:2:4 cast in situ walls with 50% screened graded bajri of 9" thick i/c bending and channel i/c inside walls surface complete i/c cutting asphalt roads excavation in all kind of soil back filling and disposal of surplus stuff (KW&SB) approved rate.	36-Nos	9307.86	Each	335083/-
(5	Extra depth beyond 5" ft or less then 5 deducted at the same rate (KWSB) approved rate.	(-) 18-ft	1609.15	P/ft	(-) 28965/-
(6	Refilling the excavated stuff & surplus Earth etc. complete.	10935- Cft	2760	%Cft	30181/-
	Carriage of 100 cft tons of all kinds' material like Cole bricks i/c loading unloading 10 miles.	2615- Cft	595.80	% Cft	15580/-

Nomenclature, quantities and rates Etc checked and found correct.

mi fal Al

A.E (B&R)

I/We hereby quoted rate@_

A.E.E (B

% above/below the schedule of rates. Contractor's Signature_____ Address

QFFICE OF THE XEN (B&R) D.M.C (WEST) BALDIA ZONE.

ESTIMATE COST	9,40,645/-	TIME LIMIT	30 Days
T ENDER COST	1500/-	SECURITY DEPOSIT	
PANELTY PER DAY			

SUBJECT:- P/L 12" RCC Pipe Drain and CC Flooring at Street No.41, Street No.42, Street No.32, Mubin Kabari Sector A/3 in UC-05, DMC (West), Baldia Zone

S. NO	DISCREPTION	QTY	RATE	PER	AMOUNT
1	Excavation for pipe line in trenches, and pits in all kind of soil of Murum Shape Leveling of beds of trenches to correct lever & grade, surplus earth within a one chain as directed by Eng incharge.	1350eft	4650	%0Cft	6278/-
2	P/L reinforced cement concrete pipes with rubber rings i/c cartage, loading unloading at site of work fixing in trenches cutting fitting, jointing with rubber rings etc complete KWSB Approved Rate, M/S Balochistan R.C.C Pipe Co. M/S Pakistan construction (Pvt.) Ltd. M/S Kamal R.C.C Pipe Co. 12"dia pipe	100Rft	367	P/Rft	36700/-
3	Construction of 4" dia manhole inside complete with 21"dia c c 1:2:4 pre cast C.I frame 15kg i/c the cost of M.S bars reinforcement and two handles 5" clear depth c c 1:2:4 cast in situ walls with 50% screened graded bajri of 9" thick i/c bending and channel i/c inside walls surface complete i/c cutting asphalt roads excavation in all kind of soil back filling and disposal of surplus stuff (KW&SB) approved rate.	04Nos	9307.86	Each	37231/-
Ζ.	Extra depth beyond 5" ft or less then 5 deducted at the same rate (KWSB) approved rate.	(-)2ft	1609.15	P/ft	3218/-
4	Refilling the excavated stuff & surplus Earth etc. complete.	1215cft	2760	%Cft	3353/-
t	Dismatting cement concerte plain 1:4:8	4900cft	1663.75		81524/-
7	Earth work of excavation underdressed lead up to single throw of Kassi Pharawrah of Shavel in ordinary soil.	700cft	1361.25	%cft	953/-
8	P/L cement concrete brick or stone 6 ballast 1 1/2" to 2" gauge 1:4:8.	3696cft	9416.28	% Cft	348026/-
9	P/L 2" thick topping cement concrete 1:2:4 i/c surface finishing and diving into panels etc complete.	11200sft	3275.50	% Sft	366856/-
10	Carriage of 100 cft tons of all kinds' material like Cole bricks i/c loading unloading 10 miles.	3735cft	595.80	% Cft	34169/-
11	P/F C-I M/H Cover frame i/c cast of 1 kg material etc.	75-PK	140	P-Kg	10500/-
11	M/S R.C.C M/H Cover cast in silo 1:2:4 C.C 3" inch deep in center reinforced with 3/8" dia M.S Bars Welded on M.S Sheet i/c Curing transportation.	20Nos	913.63	Each	18273/-

Non enclature, quantities and rates Etc checked and found correct.

M. Fel: AC

I/We hereby quoted rate@_

A.E.E(B&R)

% above/below the schedule of rates. Contractor's Signature

QFFICE OF THE XEN (B&R) D.M.C (WEST) BALDIA ZONE.

ESTIMATE COST	9,99,711/-	TIME LIMIT	30 Days
TENDER COST	1500/-	SECURITY DEPOSIT	
FANELTY PER DAY			

SUBJECT:- P/L 12" RCC Pipe Drain and CC Flooring at Street No.50 Mula Nasir, Street No.06, Aslam Sabzi Wala Street, Sector A/3 and B/3 in UC-05, DMC (West), Baldia Zone.

S NO	DISCREPTION	QTY	RATE	PER	AMOUNT
1	Excavation for pipe line in trenches, and pits in all kind of soil of Murum Shape Leveling of beds of trenches to correct lever & grade, surplus earth within a one chain as directed by Eng incharge.	675cft	4650	%0Cft	3139/-
2	P/L reinforced cement concrete pipes with rubber rings i/c cartage, loading unloading at site of work fixing in trenches cutting fitting, jointing with rubber rings etc complete KWSB Approved Rate, M/S Balochistan R.C.C Pipe Co. M/S Pakistan construction (Pvt.) Ltd. M/S Kamal R.C.C Pipe Co. 12"dia pipe	50Rft	367	P/Rft	18350/-
3	Construction of 4" dia manhole inside complete with 21"dia c c 1:2:4 pre cast C.I frame 15kg i/c the cost of M.S bars reinforcement and two handles 5" clear depth c c 1:2:4 cast in situ walls with 50% screened graded bajri of 9" thick i/c bending and channel i/c inside walls surface complete i/c cutting asphalt roads excavation in all kind of soil back filling and disposal of surplus stuff (KW&SB) approved rate.	02Nos	9307.86	Each	18616/-
-1	Extra depth beyond 5" ft or less then 5 deducted at the same rate (KWSB) approved rate.	(-)1ft	1609.15	P/ft	1609/-
5	Refilling the excavated stuff & surplus Earth etc. complete.	607cft	2760	%Cft	1675/-
()	Dismatting cement concerte plain 1:4:8	6300cft	1663.75	%cft	104816/-
~,	P/L cement concrete brick or stone 6 ballast 1 1/2" to 2" gauge 1:4:8.	4158cft	9416.28	% Cft	391529/-
8	P/L 2" thick topping cement concrete 1:2:4 i/c surface finishing and diving into panels etc complete.	12600sft	3275.50	% Sft	412713/-
9	Carriage of 100 cft tons of all kinds' material like Cole bricks i/c loading unloading 10 miles.	6368cft	595.80	% Cft	37941/-
10	P/F C-1 M/H Cover frame i/c cast of 1 kg material etc.	70-PK	140	P-Kg	9800/-
1	M/S R.C.C M/H Cover cast in silo 1:2:4 C.C 3" inch deep in center reinforced with 3/8" dia M.S Bars Welded on M.S Sheet i/c Curing transportation.	03Nos	913.63	Each	2741/-

Non enclature, quantities and rates

Etc checked and found correct.

M. For AC A.E (B&R)

I/We hereby quoted rate@____

A.E.E (B&R)

_% above/below the schedule of rates. Contractor's Signature



TOWN MUNICIPAL ADMINISTRATION BALDIA TOWN

ENGINEERING DEPARTMENT GENERAL CONDITIONS OF CONTRACT

FOR 200

PAY ORDER NO.		DT			1
ON	· · · · ·			and a second	
a.					
FOR THE WORK	-		F		
			-		
ISSUED TO M/S			1		

DEPUTY TOWN OFFICER (I & S)

NOTE :

1

This Tender Form must be submitted as a whole and it shall include the terms and conditions of contract the schedules attached thereto. No part hereof should be detached at the time of submission of the tender.



TOWN MUNICIPAL CORPORATION

GENERAL TERMS & CONDITIONS OF CONTRACTORS FOR WORKS ON PERCENTAGE TENDERS

GENERAL FOR THE GUIDANCE OF CONTRACTORS

- All work proposed for execution by contract will be notified in a form of invitation of tender which would be advertised through press / pasted in public places singed by the authorized Engineer.
 - a) The form of invitation will state:
 - i. The work to be carried out;
 - ii. The cost of tender documents;
 - iii. The date for submitting and opening tenders;
 - iv. The time allowed for carrying out the work;
 - v. The amount of earnest money deposited with the tender;

b) Copies of the specifications, designs drawing and schedule of quantities and rates of the various descriptions of work and any other document required in connection with the work signed for the purpose of identification by the Deputy Town Officer shall also be opened for inspection by the contractor at the office of the Deputy Town Officer during office hours.

- 2. The event of the tender being submitted by a firm, it must be signed in the name of the firm by each partner or any other person having authority of the firm or separately thereof, and in the absence of any partner, by a person holding a power-of-attorney authorizing him to do so, in power-of-attorney to be produced with the tender, and it must also be closed that the firm is duly registered under the Pakistan Partnership act, 1932 or not.
- 3. Receipts for payment made on account of a work, when executed by a firm, must be signed by the several partners except where the contractors are described in the tender as a firm in which case the receipt 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 and on behalf of the firm.
- 4. Any person desiring to submit a tender shall fill up the usual printed for stating at how much percent, above or below the estimated rates he is willing to undertake the work. Only one rate of percentage more or less on the estimated rates or scheduled rates shall be named. Tenders, which propose any alternation in the work, or in the time allowed for carrying I of the work, or adding any other condition will be liable to rejection. No signed tender shall include more than one work, and where contractors wish tender for two or more works, they shall submit separate tender for each work. Envelope containing tender shall state the name and number of the work to which the tender relates.
- 5. The Chairman Town Municipal Administration or any officer of the Town Municipal officer authorized by him when open tenders in the presence of tenders who may be present at the time and will enter the amounts of the several tenders in a comparative statement in suitable form. If a tender is accepted, a receipt for the earnest money received therewith shall be given to the tender

2. All lead and lift; and

3. 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.

Clause-8. The contractor shall carefully read the detail specifications attached with the schedule of quantities and if there are any doubts he should get them clarified from the Deputy Town Officer.

Clause-9. The contractor should inspect the site of work and a acquaint themselves with the nature and requirements of the work facilities of access for materials, removal of rubbish, cost of carriage, nature of starts, etc., before submitting their tenders.

C lause-10. Whenever a work is carried out in city area, electric light or electric danger sign as well a paraffin ones, shall be provided by the contractor in the barriers. Facilities for the electrical connections if available, will be given by the Town Municipal Administration but the contractor will bear all the consequences.

Clause-11. The contractors may have been to make temporary approach roads, etc., at their own cost to facilities carriage of materials, such approach roads shall be aligned in a manner approved by the Deputy Town Officer.

Clause-12. The contractor shall at his own cost provide his labour with hunting on the approved site and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the Local Public Health and Medical authorities.

Clause-13. ______ are _____ as to be carried out is more or less in the specification of the items. But when any specification is not given for all-purpose Pakistan Public Work Department and Sindh Public works Department specification, or the direction of the D.T.O will have to be followed.

Clause-14. The contractor must to the satisfaction of the Deputy Town Officer keep an experienced aren't who can understand drawing, specifications etc. on the site of working throughout the working times and should he not carry out his duties properly, he shall be appointed in accordance with this condition.

Specification

Contractor Responsible Agent to be Present at Site of work

Subletting of contract

same consequences shall ensure as if contract had been rescinded under clause 3 hereof and addition the contractor shall not be entitled to recover be paid for any work therefore actually performed under the contract.

Clause-16. In respect of all labor directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor should comply with or cause to be complied with all rules fram by government from time to time, for the protection health and sanitary arrangements for such labour.

Clause- 17. No work shall be done on Friday or any public holiday without the sanction in writing of the D.T.O.

Clause-18. For the purpose of this contract no <u>female</u> labour or any child below twelve years of age shall be employed by the contractor.

Clause-19. The contractor shall pay not less than fair wage to labourers engaged by him on the work as provided in the Pakistan PWD Contractor's Lobour Regulations.

Clause-20. In every case in which by virtue of the provision if section 12, subsection (1) if the Workman's Compensation Act, 1923, Town Municipal

Administration is obliged to pay compensation to a workman Employed by the contractor, in execution of the works Town Municipal Administration will recover from the contractor the amount of the compensation as paid, and, without prejudice to the rights of Town Municipal Administration under section 12, subsection (2) of the said Act, Town Municipal Administration shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sum due by Town Municipal Administration to the contractor whenever under this contract or otherwise. Town Municipal Administration shall not be bound to contest any claim made against it under section 12,______ subsection (1) of the said Act, except on the written request of the contractor and upon his giving to Town Municipal Administration fully security for all costs for which Town Municipal Administration might become liable in consequence of contesting such claim.

Clause-21. In the case of any class of work for which there is a distinct specification, such work shall be carried out in accordance with the specification, and in the event of there being on distinct specification the work shall be carried out in all respects in accordance with the instruction and requirements of the D.T.O_

Clause-22. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Municipal Engineer 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-23 The contractor shall not deposit any materials on any site, which will inconvenience the public. The D.T.O may require the contractor to remove any material, which is considered by him to be a source of danger or inconvenience to the public, or cause them to be removed at the contractor's costs.

Compensation to workman Employed by Contracto

Specification

Delay in Procurement Of material

Supply of Material to Contractor By MC.

Store applied by Deputy town Officer Clause-24. Owing to difficult in obtaining certain material in the open market, the Town Municipal

Administration have undertaken to supply materials specific in the Tender Form rates stated therein, and to avoid delay in obtaining the materials the contractor shall keep himself in touch with the day-today position, regarding the supply if material from the D.T.O and to so adjust the progress of the work that hid labour may not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by the Town Municipal Administration on account of the delay, etc is supply of materials.

Clause-25. The contractor shall supply at his own cost at materials (except such special materials, if any, as may in accordance with the contract be supplied from

the stores of the T.M.O.), Plant, tools, appliances, implements, ladders______ tackle scaffoldings, and temporary works requisite or proper for the proper execution of the work, weather original altered or substituted and whether included in the specification or other documents farming part of the contract or referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirements of the D.T.O as to any matter as to which under these conditions he is entitled to satisfied, or which he is entitled to require together with carriage thereof and from the work site.

The contractor shall also supply without charge the requisite number of persons with the means and material, necessary for the purpose of setting out works and continue weighting and assisting in the measurement or examination at any time from time to time of work or material failing his so doing the same may be provided by the D.T.O at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale of the materials belong to the contractor or of a sufficient portion thereof. The contract shall also provide all necessary fencing and light require to protect the public from accident, and shall be bound bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person injury sustained owing to pay any damages and costs which may be awarded any such suit, action or proceedings to any such person which may with the consent of the contractor be paid compromise any claim by such person

Clause –26. If the specification of estimate of the work provide for the use of any special description of

materials to be supplied from the stores of the Town Municipal Administration or if it is required that the contractor shall use certain stores to be provided by the Deputy Town Officer the contractor shall be supplied with such material 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 material and stores so supplied at the rates, specified in the said schedule or memorandum may be set off against, or deducted form, any sums then due or thereafter to become due to contractor under the contract or otherwise; or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of Town Municipal Administration 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 D.T.O Competent authority. Any such material unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Deputy Town Officer, 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.

Clause- 27. The contractor will be required to pay the cost at the issue rate fixed by the Deputy Town Officer plus 50% for all material lost, rendered useless if any reason whatsoever after the same is issued to them.

Clause- 28. The contractor should arrange for his own gunny bags for the cement required to be used ion the work and no extra payment shall be made on that account. If cement is supplied in jute bags these bags would be returned by the contractor to Town Municipal Administration failing which a penal rate if Rs.5/- per bag would be recovered for the contractor.

Clause-29. The contractor in the course of their works

should understand that all material (e.g. store and other materials) obtained in the work of dismantling, excavation, etc; will be considered Town Municipal Administration properly and issued to the contractors (if require the same for their own use) at rates approved by the Municipal Engineer. If these materials are not required by them they will be disposed of in the interest of Town Municipal Administration.

Clause-30. The contractor shall make their own arrangement for storing their belongings and the material including cement.

Clause-31. All work under or in course if execution or executed in pursuance of the contract shall at all times

be open to the inspection of CM/ MC/ Audit or any other authorized person and supervision of the D.T.O and his subordinates and the contractor shall, at all times during the usual working hours and at other times at which reasonable notice of the intention 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 writing be 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.

Clause-32.If it shall appear to the D.T.O or his

subordinates or any inspecting officer 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 contract shall on demand in writing from the D.T.O specifying the work, materials or articles complained of not withstanding that the same may have been inadvertently and reconstruct the work forth with rectify or remove passes, certified and paid for specified in whole or in part, as the case may be, removed the or articles so specified and provided other proper change and cost; and in the event of his failing to do so within a period to be specified by the D.T.O in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one

Dismantled Material

Work to be Open to Inspection

Below Specification Work percent, of the amount of the estimate for everyday nit exceeding ten days, while his failure to do so shall continue, and in the case if any such failure the Deputy Town Officer may rectified or remove, and re- execute the work or remove and replace with others, the materials of articles complained of , as the case may be , at the risk and expense in all respects of the contractor.

Clause-33. 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 accord with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating top the work signed by the Deputy Town Officer and lodged in his officer and to which the contractor shall be entitled to have access at such office or in the site of the work for the purpose of inspection during office hours and the contractor shall, if he requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings and instruction as aforesaid.

Clasue-34, The Deputy Town Officer shall have power to make ant 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 in accordance with any instructions, which may be given

in accordance with any instructions, which may be given to him in writing signed by the Deputy Town Officer 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 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 be original contract work, and the certified of the D.T.O shall be conclusive as to such proportion. And if the altered, additional or substituted work does not include any class of work to be carried out at the rate quoted in the tender, then the contractor shall within seven days of the date of his receipt of the order to carry out in the work inform the Executive Engineer of the rate which it is intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carryout it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein before 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 ort rates as shall be fixed by the Executive Municipal Engineer shall be final.

Adherence to Me schedule of Work

Operation in

Specification

And design

Execution of

During

Work

Clause-35. The time allowed for carrying out the work entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which order to commence work is given to the contractor. Work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed be the essence of the contract on the part of contractor) and Extensior of Time limit

Removal of Tools, plants and Material from site Of work the contractor shall for every day that remains uncommenced or unfinished after proper dates, pay as amount as the Nazim (with decision in writing shall be final) may decide on amount of the estimated cost of the whole work as special in the tender documents and further to ensure_____ progress during the execution of the work the contractor shall be bound in all cases in which the time allowed any work exceeds one months to complete one- forth of the whole allowed under the contract has elapsed, one half of work before one half of such time has elapsed, and the fourth of the work before three-four of such time elapsed.

Clause –36. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the use of Town Municipal Administration without reference to the actual loss or <u>damage</u>, sustained, and whether or not any damage shall have sustained.

Clause-37. If the contractor desire, an extension of time

for completion of the work days on grounds of having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the D.T.O within 30 days of the date of the hindrance account if which he desire such extension as aforesaid and competent authority shall, if in his opinion reason grounds shown therefore, authorize such extension of this if any, as may, in his opinion, be necessary or proper.

Clause-38. The contractor shall give not less than days'

Notice in writing to the Deputy Town Officer and subordinate-in-charge of the work before covering up otherwise, placing beyond the reach of measurement, in order that the same may be magered and ______ dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause-39. In any case in which any of the powers,

conferred, upon the Executive Engineer by clause 3

hereof, having become exercisable are not exercised,

the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof his is declared to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the D.T.O Exercising either of the powers of sub\clause (a) or (c) vested in him under the proceeding clause may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or at the sire thereof or belonging to the contractor, or produced 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 DTO whose certificate shall be final, otherwise the DTO may by notice in writing to the contractor or his clerk of the work, 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 DTO 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 Report of Contractor Regarding labour, Wages paid, Damage / injuries Caused at site of Work

Completion Report / removal Of surplus Materials From site in all respects and the certificate of the DTO 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-40. If the contractor or his work people or servant shall break, deface injure or destroy any part of a building, in which they may be working or any building,

road curbs, fence, enclosures, water pipes, cables ____ electric or telephone posts of wires, trees, grass grassland or cultivated ground contiguous to the prem on which the work or any part of it is being in executed any image shall happen to the work while progress, any cause whatever or any imperfections become Appa in it within three mintsh (6 months in the case of a work) after a certificate final or other or its completion shall have been given by the Deputy Town Officer aforesaid the contractor shall make the same good at own expense' or in default' the Deputy Town Officer cause the same to be made good by other workman, deduct the expenses (of which the certificate of the Deputy Town Officer shall be final) from any sums that may then, or at any time thereafter become, due to the contractor, or from his security deposits, or the proceeds of the materials belonging to the contractor or a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of six months, after issue of certificate final or other wise of completion of work.

Clause-41. The contractor shall submit by the forth and of every month to the Deputy Town Officer a true statement showing in respect of the preceding of fortnight respectively (1) the number of labourers employed by him on work, (2) their working hours, (3) the wages paid to the and, (4) the accident that occurred during the fortnight showing the circumstances under which that happened and the extent of damage and injury cause by the failing which the contractor shall be liable to pay Town Municipal Administration a sum not exceeding Rs. 50/- for each default materially incorrect statement. The decision of the Deputy Town Officer shall be final in deducting from any bill ______ to the contractor the amount levied as fine.

Clause-42. On completion of the work, the contractor shall be furnished with a certificate by the Deputy Town Officer of such completion, but no such certificate shall given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work is executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from woodwork, doors, windows, walls, floors or other parts of any building in, upon or about which the work is executed, or of which he may have had possessions for the purpose of the execution thereof, nor until the work shall have been measured by the Deputy Town Officer whose measurement shall be binding and conclusive against the contractors. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning, off dirt on or before the date fixed for the completion of the work, Deputy Town Officer may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as the thinks fit and clean off such dirt as aforesaid; the contractor shall forthwith pay the amount of all expenses so incurred,

Mode of payment

Payments

Services Charges

and shall have no claim in respect of any such scaffolding or materials as aforesaid except for any sum actually released by the sale thereof .

Clause -43. No payments shall be made for work estimated to cost less than Rs.1000-, till after the whole of the works in the case of the works estimated to cost more than Rs.1000/-. The contractor shall on submitting the bill therefore be entitled to receive a running payment proportionate to the Deputy Town Officer, 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-entered, or be considered as an admission of the due performance of the contract, or any part therefore in any respect, or the accruing of any claim, nor shall it conclude, determined, or affect in any way the powers of the Deputy Town Officer under these conditions or any of them as to the final settlement and adjustment of the account or otherwise, or in any other way very or affect, the contractor. The final bill shall be submitted by the contractor within one month the date fixed of completion of the work otherwise the certificate of the Deputy Town Officer of the measurement for the purpose of having same verified, and the claim to that effect shall be final and binding on all parties.

Clause-44. Bills shall be submitted by the contractor each on or before_______ the Deputy Town Officer for all work, executed in the previous month and the Deputy Town Officer 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, 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 DTO may depute a subordinate to measure up the said work in the presence of contractor, whose counter signature to the measurement ______ will be sufficient warrant, and the Deputy Town Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause- 45. The contractor shall submit all bills on the printed forms to be had on application at the office of the Deputy Town Officer and the charges in the bills shall ______ ways be entered at the rates specified in the tender, and the case of extra work not mentioned or provided ______ in the tender at the rates hereinafter provided for such work.

Clause-46. When the estimate on which a tender is made includes lump sum in respect of the part of the of the work the contractor shall be entitled to payment in receipt or completion of the items of the involved part of the work. If the quotation at the rates as are payable under this contract for such items, or if the part of the work in questions is not, in the opinion of the Deputy Town Officer may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Deputy Town Officer shall be final and conclusive again the contractor will regard to any sum or sums payable to him under the provisions of this clause.

Clause-47. Where water supplied from the Municipal Mains the contractor shall bear all charges for laying his water line from the mains, and charges

Breach of terms In class 18

a)

for use of water shall be paid by the contractor at $\frac{1}{2}$ percent of the total cost of the work for drinking purpose and 1 percent of such cost for construction purpose.

Clause -48. In the case in which under any clause or

clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installments) or committed as breach of any of the terms contained in clause 18, the Deputy Town Officer shall, on behalf of the Chairman, Town Municipal Administration have power to adopt any of the following courses as he may deem best suited to the interest of Town Municipal Administration.

To rescind the contract after a notice in writing to the contractor and on rescission the security deposit of the contractor shall stand forfeited, and he absolutely at the disposal of Town Municipal Administration.

To employee labour by the Town Municipal Administration and to supply materials to carry out the work, or any part of the works, 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 Deputy Town 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 under the terms of his contract.

To measure up the work of the contractor, and to make such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Deputy Town 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 Town Municipal Administration under the contractor or otherwise, or a sufficient part thereof.

Explanation:- The expression work or works where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions, be constructed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Contractor's Signature

Deputy Town Officer (I&S)

b)

c)



