

**OFFICE OF THE ADMINISTRATOR
TALUKA MUNICIPAL ADMINISTRATION PANO AKIL.**

No: TMA/W.O/ 422 of 2011
Pano Akil, Dated: 1/7/5. 2011

To,

Mr: Lakhi Ram,
Government Contractor

SUBJECT: REPAIR OF S.S.D DHAM MANDER GALI PANO AKIL.

The lowest rate @ 49.30% above offered by you for the Work noted above is reasonable, hence accepted being the lowest. The total amount of the tender comes to Rs: 4,99,982/-

You are hereby directed to start the work immediately according to PWD specification under the supervision of the Taluka Officer (Infra :) Taluka Municipal Administration, Pano Akil and complete the same within (03) Months Positively.

The under-singed and the Taluka Officer (Infra:) Taluka Municipal Administration, Pano Akil reserved the right to reject any part or all is if the same are not done according to the specification.

You are there-fore directed to please attend the office of the T.O (Infra:)for completion of the tender documents.


ADMINISTRATOR
Taluka Municipal Administration
Pano Aqil.

Copy to the Taluka Officer (Infra:) Taluka Municipal Administration
Pano Akil for Information.


ADMINISTRATOR
Taluka Municipal Administration
Pano Aqil.

COMPARATIVE STATEMENT

NAME OF WORK: REPAIR OF S S D DHUM MANDER GALLI PANO AKIL.

E/PROVISSION

Mr. Laksi Ram	Mr. Moti Ram	Mr. Holi Ram
Govt. Contractor	Govt. Contractor	Govt. Contractor
@ 49.30% Above	@ 52.70% Above	@ 52.80% Above

Schedule 'B'	Rs: 3,34,884/=	Schedule 'B'	Rs: 3,34,884/=	Schedule 'B'	Rs: 3,34,884/=
Cartage	Rs: 1,72,411/=	Premium	Rs: 1,65,098/=		Rs: 1,76,819/=
Total	Rs: 5,07,295/=	Total	Rs: 4,99,982/=		Rs: 5,11,703/=

E/Cost (-)	Rs: 5,07,295/=		Rs: 5,07,295/=		Rs: 5,07,295/=
Difference	Rs: -7,313/=		Rs: 4,073/-		Rs: 3,408/=

Noting the Lowest rate quoted by Mr. Laksi Ram Govt. Contractor Amongst the other Contractors, being a lowest rate may be accepted

[Signature]
T.O (Intray)

[Signature]
Administrator

Below the schedule of rates entered in the schedule "P" in excess of 49.30% Above

B-I TENDER FORM

OFFICE OF THE ADMINISTRATOR,
TALUKA MUNICIPAL ADMINISTRATION PANO AKIL.

Name of Work: REPAIR OF S.S.D. DHAM MANDER GALLI PANO AKIL.


Name of Contractor/Whom
Tender Issue

MR: Lalaji Ram.

Tender Fee Received

Vide DR No: 25160

Dt: 11/05/2011


Administrator,
Taluka Municipal Administration
Pano Akil.

MEMORANDUM

➤ Estimated Cost	Rs:5,00,000/-
➤ Earnest Money at 2%	Rs:10,000/-
➤ Security Deposit at 10%	Rs:50,000/-
Including from bill at 8%	Rs:40,000/-
Completion Period	"03 MONTHS"

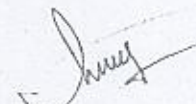
I/We here by tender for the execution of above work @ 49.30 % Above/
Below the schedule of rates entered in the schedule "B" in according with specifications
design drawing etc and shall execute the agreement on proper form in case my tender is
accepted.

Earnest Money in the shape of Call Deposit vide No: 076468/

Dated 11/5/2011 For Rs: 10,000/- of XI. B P Pano Akil



CONTRACTOR


Administrator,
Taluka Municipal Administration
Pano Akil.

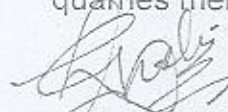
SCHEDULE 'B'


NAME OF WORK:- REPAIR OF S.S.D. DHAM MANDER GALLI PANO AKIL.

S.NO:	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	Supplying and fixing in position Aluminum channels framing for hinged doors or Alcop made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) Locks i/c handles stoppers etc (b) Dluxé modle bronze. CSI No:82 P-114).	77.0 Sft	@ Rs: 601/62	P.Sft	Rs:46,325/-
2.	Supplying and fixing in position Aluminum Channels framing for slidding Windows & ventilators of Alcop made with 5 mm thick tinted glass glazing (Belgui) & Aluminum fly screen I/C handles stoppers & locking arrangements etc Complete(b) Dluxé modle bronze. CSI No:83 P-114).	32.0 Sft	@ Rs: 652/35	P.Sft	Rs:20,875/-
3.	RCC Work in roof slab beams coloumns rafts lintels & other structural member laid in situ or precast laid in position complete in all respect 1:2:4. (CSI.No:6 P-17)	923.25cft	@ Rs: 114/=	P.cft	Rs:1,05,251/-
4.	Fabrication of M.S. reinforcement for CC i/c cutting bending laying in position making joints and fastenings. i/c cost of binding wire also removal of rust from bars.(Using tar bar.) (CSI.No:7 P-17)	49.45 cwt	@ Rs: 2772/55	P.cwt	Rs:1,37,103/-
5.	Pacca brick work in ground floor in cement sand mortar ratio 1:6. (CSI.No: 4(i) P-25).	72.56 Cft	@ Rs: 4246/30	P%Cft	Rs: 3,081/-
6.	Cement plaster 1:4 upto 20' height ½ "thick. (CSI.No: 13(b) P-54).	1530.0 Sft	@ Rs: 536/14	P%Sft	Rs: 8,203/=
7.	Cement plaster 1:4 upto 20' height ½ "thick. (CSI.No: 13(b) P-54).	1531.0Sft	@ Rs: 572/77	P%Sft	Rs: 8763/- Rs:-5,283/=
8.	Providing lying 1" thick cc topping 1:2:4 i/c surface finishing & dividing into panels (CSI.No: 1(b) P-43) 3" thick.	209.25 cft	@ Rs:1820/23	P%cft	Rs: 5,283/-
					Total Rs:3,34,884/-

CONDITION

- 1/- The work shall have be executed according to the specification.
- 2/- No: Premium on non schedule items shall be allowed.
- 3/- Any arror & Omission in the description or item or wordsrates shell to be governed with there levant schedule rates.
- 4/- The contractor shall have to being the material tobe used in the work from quarries mentioned in the estimate.


Contractor.


Taluka Officer (Infra.)
Taluka Municipal Administration
Pano Akil

B-I TENDER FORM

OFFICE OF THE ADMINISTRATOR,
TALUKA MUNICIPAL ADMINISTRATION PANO AKIL.

Name of Work: REPAIR OF S.S.D. DHAM MANDER GALLI PANO AKIL..

Name of Contractor/Whom
Tender Issue

Moti Ram.

Tender Fee Received
Vide DR No: 25/61

Dt: 11/05/2011.

July
Administrator,
Taluka Municipal Administration
Pano Akil.

MEMORANDUM

- > Estimated Cost Rs:5,00,000/-
- > Earnest Money at 2% Rs:10,000/-
- > Security Deposit at 10% Rs:50,000/-
- Including from bill at 8% Rs:40,000/-
- Completion Period "03 MONTHS"

August July Inspector

I/We here by tender for the execution of above work @ 52.70 % Above/

~~Below~~ the schedule of rates entered in the schedule "B" in according with specifications design drawing etc and shall execute the agreement on proper form in case my tender is accepted.

Earnest Money in the shape of Call Deposit vide No: 0764707

Dated 11/5/2011 For Rs: 10,000/- of N. B.P. Pano Akil

Ram
CONTRACTOR

July
Administrator,
Taluka Municipal Administration
Pano Akil.

SCHEDULE 'B'


NAME OF WORK:- REPAIR OF S.S.D. DHAM MANDER GALLI PANO AKIL.

S.NO:	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT
1.	Supplying and fixing in position Aluminum channels framing for hinged doors or Alcop made with 5 mm thick linted glass glazing (Belgium) and Alpha (Japan) Locks i/c handles stoppers etc (b) Dlux modle bronze. CSI No:82 P-114).	77.0 Sft	@ Rs: 601/62	P.Sft	Rs:46,325/-
2.	Supplying and fixing in position Aluminum Channels framing for slidding Windows & ventilators of Alcop made with 5 mm thick linted glass glazing (Belgui) & Aluminum fly screen I/C handles stoppers & locking arrangements etc Complete(b) Dlux modle bronze. CSI No:83 P-114).	32.0 Sft	@ Rs: 652/35	P.Sft	Rs:20,875/-
3.	RCC Work in roof slab beams coloumns rafts lintels & other structural member laid in situ or precast laid in position complete in all respect 1:2:4. (CSI.No:6 P-17)	923.25cft	@ Rs: 114/=	P.cft	Rs:1,05,251/-
4.	Fabrication of M.S. reinforcement for CC i/c cutting bending laying in position making joints and fastenings. i/c cost of binding wire also removal of rust from bars.(Using tar bar.) (CSI.No:7 P-17)	49.45 cwt	@ Rs: 2772/55	P.cwt	Rs:1,37,103/-
5.	Pacca brick work in ground floor in cement sand mortar ratio 1:6. (CSI.No: 4(i) P-25).	72.56 Cft	@ Rs: 4246/30	P%Cft	Rs: 3,081/-
6.	Cement plaster 1:4 upto 20' height 1/2 "thick. (CSI.No: 13(b) P-54).	1530.0 Sft	@ Rs: 536/14	P%Sft	Rs: 8,203/=
7.	Cement plaster 1:4 upto 20' height 1/2 "thick. (CSI.No: 13(b) P-54).	1531.0Sft	@ Rs: 572/77	P%Sft	Rs:-5,283/= ^{8763/}
8.	Providing lying 4" thick cc topping 1:2:4 i/c surface finishing & dividing into panels (CSI.No: 1(b) P-43) 3" thick.	209.25 cft	@ Rs:1820/23	P%cft	Rs: 5,283/-
					Total Rs:3,34,884/-

CONDITION

- 1/- The work shall have be executed according to the specification.
- 2/- No: Premium on non schedule items shall be allowed.
- 3/- Any error & Omission in the description or item or wordsrates shell to be governed with there levant schedule rates.
- 4/- The contractor shall have to being the material tobe used in the work from quarries mentioned in the estimate.


Contractor.


Taluka Officer (Infra.)
Taluka Municipal Administration
Pano Akil

B-I TENDER FORM

OFFICE OF THE ADMINISTRATOR,
TALUKA MUNICIPAL ADMINISTRATION PANO AKIL.

Name of Work: REPAIR OF S.S.D. DHAM MANDER GALLI PANO AKIL.

Name of Contractor/Whom
Tender Issue

Hola Ram,

Tender Fee Received
Vide DR No: 25162

Dt: 11/05/2011

July
Administrator,
Taluka Municipal Administration
Pano Akil.

MEMORANDUM

- Estimated Cost
- Earnest Money at 2%
- Security Deposit at 10%
- Including from bill at 8%
- Completion Period

Rs:5,00,000/-

Rs:10,000/-

Rs:50,000/-

Rs:40,000/-

"03 MONTHS"

52.80 % Above/

I/We here by tender for the execution of above work. @ 52.80 % Above/
Below the schedule of rates entered in the schedule "B" in according with specifications
design drawing etc and shall execute the agreement on proper form in case my tender is
accepted.

Earnest Money in the shape of Call Deposit vide No: 0764694

Dated 11/5/2011. For Rs: 10,000/- of N.B.P-Pano Akil

Hola Ram
CONTRACTOR

July
Administrator,
Taluka Municipal Administration
Pano Akil.

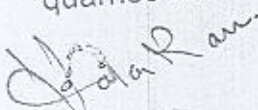
SCHEDULE 'B'

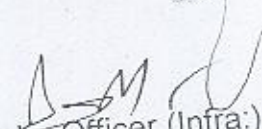
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Contractor.


Taluka Officer (Infra.)
Taluka Municipal Administration
Pano Akil

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ dated _____ from Government Treasury of _____ sub-Treasury at _____ in respect of the sum of Rs. _____ is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. _____ shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (b) of the conditions.]**

Dated the _____ day of _____ 19____
(Witnesses ***) *MR. Hon. Ahmed Sheikh*
(Address) *Govt. Engineer*
(Occupation) *M.S.D.*

The above tender is hereby accepted by me on behalf of the Governor of Sind.
Executive Engineer
Division (or his duly authorized Assistant)

Dated the _____ day of _____ 19____

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more, of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer a cash or Govt. Securities (endorsed by Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (with the earnest money deposited by him) amounting more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to _____ percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of _____ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms 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 is due or may become due to the contractor under this contract 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 with 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. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly agreed this in writing.*

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature

*Signature of the officer by whom accepted.

Security deposits.

Signature

if the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for the recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

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 on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, 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 percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of 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 completion of any work exceeds one month, to complete:

^	of the work in	of the time
	--do--	--do--
	--do--	--do--

DM

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work .. 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

[Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

{The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Handwritten signature/initials

(a) To rescind the contract (of which rescission notice in written to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the 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 (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, 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 the 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 (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the 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 Executive Engineer, 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 any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4. If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5. - In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been 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 under any clause or clauses hereof he is declared liable 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 Executive Engineer taking action under sub-clause (a) or (c) of clause 3, 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 the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving 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 Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

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

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of item of work not accepted as completed to be at the direction of the Engineer-in-charge.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements 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, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, 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.

Bill to be submitted frequently.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made 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 specified for such work.

Bills to be on printed forms.

Clause 12.—The specification or estimate of the work provides for the use of materials to be supplied from the stores of the P.W.D. or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such as cement, sand, etc.) and the contractor shall be supplied with such materials for the convenience of the contractor but not so as in any way to constitute an advance on effect of this contract except as provided in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the security deposit, or the proceeds of sale thereof, or otherwise, or from the security deposit, or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a portion thereof shall in such case be sold for the purpose. All materials supplied to the contractor shall remain the exclusive property of the Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any material so used and in conformity with the conditions of the contract shall be refunded to the P.W.D. on determination of the contract shall be refunded to the P.W.D. and if the Engineer-in-charge so requires by a notice in writing under his signature, but the contractor shall not be entitled to return any such material or compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any material.

Materials supplied by Government

[Handwritten signature]

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications issued in the office of the Executive Engineer and initialled by the parties, such specification being a part of the contract.

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

[Handwritten signature]

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 are otherwise defective in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, 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 the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution 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 or 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 duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof 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 to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for any work or materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, defect, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same 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 expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisites or proper for the execution of the work, whether in the original or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding, etc.

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