

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

REF: NO: TC/KJP/111/2016.

DATED:05/08/2016

To,

The Director (Enf-I),
Sindh Public Procurement,
Regularity Authority,
Government of Sindh Karachi.

Subject: **Request To keep The Tender Notice On SPPRAS' Website.**

Kindly find enclosed here with copies of Tender notice along with payment toward Advertisement charges amounting to Rs: 2,000/= vide Cheque No: 17011430 Dated: 05-08-2016 of SBL Islamkot Branch Tharparkar.

Consequently, requested that kindly keep the Tender Notice on SPPRAS' Website. The following documents enclosed herewith as per SPPRA Rules.

The Details are as under:-

- 01- Procurement Committee.
- 02- Tender Notice Copy.
- 03- Bidder's Eligibility/Qualification/ Criteria
- 04- Condition Of Contract (S.No: 01 to 08)
- 05- Bidding Data (S.No 01 to 08)
- 06- Instruction of Bidders
- 07- Quantity of Bills (S.No: 01 to 08)
- 08- Annual Procurement Plan
- 09- Press Clipping Copy Attached (News Papers)
- 10- Redressal Committee

The soft copy of above said documents enclosed herewith.




ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR

Copy F.W.Cs for Information to:

- 01- The Secretary local Government Department, Government of Sindh Karachi.
- 02- The Deputy Commissioner, Tharparkar @ Mithi.
- 03- Office file.


ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR



GOVERNMENT OF SINDH
LOCAL GOVERNMENT & HOUSING TOWN
PLANNING DEPARTMENT

Karachi, dated the 02nd August, 2016

NOTIFICATION

No.SOA(LG)/3-1/2016(Thar:)- With the approval of Competent Authority, a Procurement Committee consisting on following for undertaking Development Schemes in Town Committee, Kheme-Jo-Par, District Tharparkar, is hereby constituted under Section-7 of SPPRA Rule 2010: -

- | | |
|---|----------|
| 1. The Assistant Director, Local Government, Tharparkar | Chairman |
| 2. The Town Officer, Town Committee,
Kheme-Jo-Par, District Tharparkar | Member. |
| 3. The Executive Engineer,
Town Committee, Kheme-Jo-Par, District Tharparkar | Member |

The functions and responsibilities of procurement committee shall be as under: -
(Section-8 of SPPRA Rule 2010):-

- Preparing bidding documents.
- Carrying out technical as well as financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45.
- Making recommendations for the award of contract to the competent authority, and
- Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVT: OF SINDH

No.SOA(LG)/3-1/2016(Thar:),

Karachi, dated the 02nd August, 2016.

A copy is forwarded for information and necessary action to: -

- The Director, Sindh Public Procurement Regulatory Authority, Karachi
- The Administrator / Assistant Commissioner, Town Committee, Kheme-Jo-Par, District Tharparkar with reference to his letter No.TC/KJP/105/2016, dated 12-07-2016. He is requested to ensure fulfillment of all codal formalities in accordance with rules / policy.
- The Director, Local Government, Mirpurkhas Division.
- The Assistant Director, Local Government, Tharparkar.
- The Town Officer, Town Committee, Kheme-Jo-Par, District Tharparkar.
- The Executive Engineer, Town Committee, Kheme-Jo-Par, District Tharparkar.
- P.S. to Secretary, Local Government & HTP Department, Government of Sindh, Karachi.
- Office record file.

SECTION OFFICER (ADMN.)

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

NO.TC/KJP/ 110 of 2016

DAHLI

Dated: 05/08 /2016

TENDER NOTICE (ADP 2016-17)

In accordance with approval of the Government issued vide Letter No. SOA/(LG)/3-2/2016(Thar) Government of Sindh Local Government & Housing Town Planning Department, Karachi dated 2nd August, 2016. The sealed Tenders (Own funded from A.D.P 2016-17) are invited from Contractors, those who are eligible according to Sindh Public Procurement Rules (SPPRA) 2010 on or before 30/08/2016 up to 1:00 pm & same will be opened before interested parties or their authorized agents on the same date at 2:00 PM. The blank tenders can be load from the office of the Assistant Executive Engineer Town Committee KHEME Jo Par on the payment of prescribed tender fee, from the date of publication of this Tender Notice till 29/08/2016 up to 12:00 Noon. The Tender documents will be issued to the contractor on submission of written request on Letter head and payment of Non refundable cost of tender price through Pay order from any Schedule in favor of Town Committee KHEME Jo Par. Other detail maybe downloaded from SPPRA website or obtained from the office of the Town Committee KHEME Jo Par any working day during office hours.

S.No	NAME OF SCHEME	ESTIMATED COST IN MILLIONS	CALL DEPOSIT 2%	TENDER FEE	TIME PERIOD
1	Construction of Compound Wall for Eidgah @ KHEME Jo Par	1.060	21,200	1,000	6 Months
2	Construction of Compound Wall for Graveyard @ KHEME Jo Par	1.736	34720	1,000	6 Months
3	Construction of Paving / Flooring at in front of Town Office/ Shopping Center to A.C and Mukhtiarakar Office KHEME Jo Par	10.441	2,08,820	1,000	6 Months
4	Construction of Metaled road Parani Nanghani Para @ KHEME Jo Par	13.512	2,70,240	1,000	6 Months
5	Construction of Shopping Center III @ KHEME Jo Par	8.380	1,67,600	1,000	6 Months
6	Construction of new Water Supply Scheme Phase II Pipe Line, Water Tank & Pump House for R.O Plant @ KHEME Jo Par	16.763	3,35,260	1,000	6 Months
7	Supplying / Installation / Fixing of Revers Osmosis Plant @ KHEME Jo Par	Open Rate	On Quoted Rate	1,000	6 Months
8	Construction Of Metaled Road From Exist sting Metaled Road Of KHEME Jo Par To Main Water Supply Scheme Bhatt @ KHEME Jo Par	6.028	1,20,560	1,000	6 Months

Authority reserve the rights to accept any one or reject all tenders in the light of SPPRA Rules 2010 & reasons behind the rejection of Bid/ Tender will be provided to the Contractor/bidders on their request. (Under rule No.45 of SPPRA Rules 2010).

Terms & Conditions:-

1. Conditional bids will not be entertained.
2. Work orders will be issued after approval of competent Authority in the light of SPPRA 2010.
3. Due to any reason if the tender remains Un responded/ Non Executed, same will be re invited on or before 16/09/2016 at 0100 PM and also will be opened on same date at 02:00 PM. For second attempt tenders can be purchased up to 15/09/2016 at 12:00 Noon




ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

REF: NO: TC/KJP/ 99/2016.

DATED:01/08/2016

BIDDER'S ELIGIBILITY / QUALIFICATION

Regarding the NIT of this office bearing No.TC/KJP/110 /2016, (Applicable on Tenders from S.No: (01 to 08) (Rule No.21 (1)/a SPPRA Rules 2010).

Eligibility / Qualification Criteria.

S.No	Required Eligibility / Qualification Criteria
01	Registration with PEC
02	NTN (Number)
03	Sales Tax Registration (Where Applicable)
04	Registration with Sindh Revenue Board (SRB)
	Qualification Criteria
01	Minimum Three Years Experience of Relevant Record
02	Turnover of at least Three Years
03	Bid Security must be attached
04	Bid is signed, named & stamped by the authorized person of the firm/ Contractor along with authorization letter.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR



SCHEME NO.1

CONDITIONS OF CONTRACT

Name of Work:- CONSTRUCTION OF COMPOUND WALL FOR EIDGAH @ KHEME JO PAR

Clause – 1: Commencement & Completion Dates of work.

The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages.

The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) 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,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay.

The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date.

The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications.

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 lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor

shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. 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 at least once in a month 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 authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A 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 – 8: Reduced Rates.

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 running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on

the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He 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.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it 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 – 11: Inspection of Operations.

(A) **The Engineer and his subordinates,** shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall

have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks.

The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures.

The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting.

The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or

workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes.

All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance.

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue.

Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money.

On completion of the whole of the works (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), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor



**Accountant
Town Committee KHEME Jo Par**

**Assistant Executive Engineer
Town Committee KHEME Jo Par**

**Town Officer
Town Committee KHEME Jo Par**

**Administrator
Town Committee KHEME Jo Par**

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR



SCHEME NO.2

CONDITIONS OF CONTRACT

**Name of Work:- CONSTRUCTION OF COMPOUND WALL FOR GRAVEYARD @
KHEME JO PAR**

Clause – 1: Commencement & Completion Dates of work.

The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages.

The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.

(iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

(i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;

(ii) to finalize the work by measuring the work done by the contractor.

(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

(i) 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,

(ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay.

The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause -5: Extension of Intended Completion Date.

The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause -6: Specifications.

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 lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor

shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. 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 at least once in a month 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 authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A 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 – 8: Reduced Rates.

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 running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on

the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

(C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

(B) **Correction of Defects:** 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He 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.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it 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 – 11: Inspection of Operations.

(A) **The Engineer and his subordinates,** shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall

have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks.

The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures.

The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting.

The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or

workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes.

All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance.

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue.

Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money.

On completion of the whole of the works (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), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Contractor



**Accountant
Town Committee KHEME Jo Par**

**Assistant Executive Engineer
Town Committee KHEME Jo Par**

**Town Officer
Town Committee KHEME Jo Par**

**Administrator
Town Committee KHEME Jo Par**

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.03

Name of Work : CONSTRUCTION OF PAVING / FLOORING AT IN FRONT OF TOWN OFFICE/ SHOPPING CENTER TO A.C AND MUKHTIARKAR OFFICE KHEME JO PAR

CONDITIONS OF CONTRACT



1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract| means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications| means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings| means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party| means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day| means a calendar day

1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 —Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

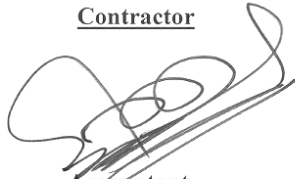
15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor



Accountant

Town Committee Kheme Jo Par


Assistant Executive Engineer
Town Committee Kheme Jo Par

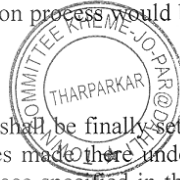

Town Officer

Town Committee Kheme Jo Par



Administrator

Town Committee Kheme Jo Par



OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.04

**Name of Work :- CONSTRUCTION OF METALED ROAD PARANI
NANGHANI PARA @ KHEME JO PAR**

CONDITIONS OF CONTRACT



1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract¹ means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications¹ means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings¹ means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor¹ means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party¹ means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date¹ means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day¹ means a calendar day

1.1.9 —Time for Completion¹ means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

1.1.9 —Time for Completion^l means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost^l means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment^l means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country^l means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks^l means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure^l means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials^l means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant^l means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site^l means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation^l means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 —Works^l means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer^l means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

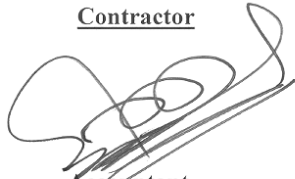
15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor



Accountant

Town Committee Kheme Jo Par


Assistant Executive Engineer
Town Committee Kheme Jo Par

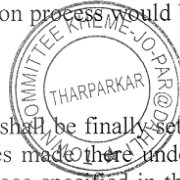

Town Officer

Town Committee Kheme Jo Par



Administrator

Town Committee Kheme Jo Par



OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.05

**Name of Work:- CONSTRUCTION OF SHOPPING CENTRE III @
KHEME JO PAR**

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract| means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications| means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings| means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor| means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party| means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date| means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day| means a calendar day

1.1.9 —Time for Completion| means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.



1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 —Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision


If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

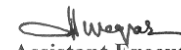

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor

Accountant
Town Committee KHEME Jo Par


Assistant Executive Engineer
Town Committee KHEME Jo Par

Town Officer
Town Committee KHEME Jo Par


Administrator
Town Committee KHEME Jo Par

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.06

**Name of Work :- CONSTRUCTION OF NEW WATER SUPPLY
SCHEME PHASE II PIPE LINE, WATER TANK & PUMP HOUSE FOR
R.O PLANT @ KHEME JO PAR**

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contractl means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specificationsl means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawingsl means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agencyl means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractorl means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Partyl means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Datel means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Dayl means a calendar day

1.1.9 —Time for Completionl means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.



1.1.9 —Time for Completion^l means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost^l means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment^l means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country^l means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks^l means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure^l means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials^l means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant^l means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site^l means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation^l means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 —Works^l means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer^l means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor



Accountant

Town Committee Kheme Jo Par


Assistant Executive Engineer
Town Committee Kheme Jo Par

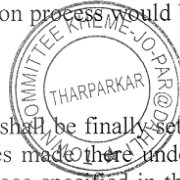

Town Officer

Town Committee Kheme Jo Par



Administrator

Town Committee Kheme Jo Par



OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.07

Name of Work :- SUPPLYING / INSTALLATION / FIXING OF REVERES OSMOSIS PLANT @ KHEME JO PAR

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day means a calendar day

1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.



1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

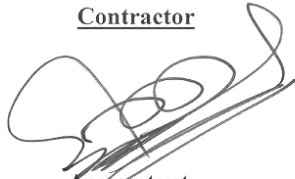
15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor



Accountant

Town Committee Kheme Jo Par


Assistant Executive Engineer
Town Committee Kheme Jo Par

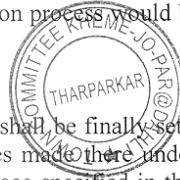

Town Officer

Town Committee Kheme Jo Par



Administrator

Town Committee Kheme Jo Par



OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Scheme No.08

**Name of Work :- CONSTRUCTION OF METALED ROAD FROM
EXISTING METALD ROAD OF KHEME JO PAR TO MAIN WATER
SUPPLY SCHEME AT BHITT @ KHEME JO PAR.**

CONDITIONS OF CONTRACT



1. GENERAL PROVISIONS

Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 —Contract means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 —Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 —Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 —Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 —Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 —Party means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 —Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 —Day means a calendar day

1.1.9 —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

1.1.9 —Time for Completion^l means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 —Cost^l means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 —Contractor's Equipment^l means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 —Country^l means the Islamic Republic of Pakistan.

1.1.13 —Procuring Agency's Risks^l means those matters listed in Sub-Clause 6.1.

1.1.14 —Force Majeure^l means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.15 —Materials^l means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 —Plant^l means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 —Site^l means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 —Variation^l means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 —Works^l means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 —Engineer^l means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.1 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.2 Priority of Documents.

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or

which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Order for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.

c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of

foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

a) the value of the Works executed less to the cumulative amount paid previously; and

b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value. Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of

the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to

such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Engineer)and the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator. If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach (Engineer) within 14 days, in case of dissatisfaction with decision of (Engineer) or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

Contractor



Accountant

Town Committee Kheme Jo Par


Assistant Executive Engineer
Town Committee Kheme Jo Par

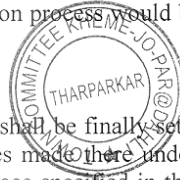

Town Officer

Town Committee Kheme Jo Par



Administrator

Town Committee Kheme Jo Par



BIDDING DATA

Scheme No.01

- (a). Name of Procuring Agency:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi.**
- (b). Brief Description of Works :- **Construction Of Compound Wall For Eidgah @ Kheme Jo Par**
- (c).Procuring Agency's address:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi.**
- (d). Estimated Cost:- **10,60,000/=**
- (e). Amount of Bid Security:- **21,200**
- (f).Period of Bid Validity (days):- **60 Days (Sixty Days).**
- (g).Security Deposit:-
(including bid Security):- **10% of Contract Price**
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :- **7.5% I. Tax & 8% S.D**
- (i). Deadline for Submission of Bids along with time :- **29-08-2016 up to 1:00 p.m**
- (j). Venue, Time, and Date of Bid Opening:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi, @ 2:00 pm on 30-08-2016,**
- (k). Time for Completion from written order of commence: - **(06) Six Months**
- (L).Liquidity damages:- **0.06 of Bid Cost (per of day)**
- (m). Deposit Receipt No: Date: Amount:**1,000/= (Tender Document Fee)**




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
ISTRICT THARPARKAR @ MITHI.

BIDDING DATA

Scheme No.02

- (a). Name of Procuring Agency:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi.**
- (b). Brief Description of Works :- **CONSTRUCTION OF COMPOUND WALL FOR GRAVEYARD @ KHEME JO PAR**
- (c). Procuring Agency's address:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi.**
- (d). Estimated Cost:- **17,36,000/=**
- (e). Amount of Bid Security:- **34,720/=**
- (f). Period of Bid Validity (days):- **60 Days (Sixty Days).**
- (g). Security Deposit:-
(including bid Security):- **10% of Contract Price**
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :- **7.5% I. Tax & 8% S.D**
- (i). Deadline for Submission of Bids along with time :- **29-08-2016 up to 1:00 p.m**
- (j). Venue, Time, and Date of Bid Opening:- **Town Committee Kheme Jo Par District Tharparkar @ Mithi, @ 2:00 pm on 30-08-2016,**
- (k). Time for Completion from written order of commence: - **(06) Six Months**
- (L). Liquidity damages:- **0.06 of Bid Cost (per of day)**
- (m). Deposit Receipt No: Date: Amount: **1,000/= (Tender Document Fee)**




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (03)

Construction of Paving / Flooring at in front of Town Office/ Shopping Center to A.C and Mukhtiarkar Office KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. 1,04,41,000/=
The payment shall be made in Pak Rs. 1,04,41,000/=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

- i) **Financial Capacity:** (must have turnover of RS.....Millions)
- ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)
- iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. 2,08,820/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.

14.6 (a) Procuring Agency Address
For the purpose of Bid Submission

Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Time: 01:00 PM on Date: 29/08/2016



16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR
DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (04)

Construction of Metaled road Parani Nanghani Para @
KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo
Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. 1,35,12,000/=
The payment shall be made in Pak Rs. 1,35,12,000/=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

- i) **Financial Capacity:** (must have turnover of RS.....Millions)
- ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)
- iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. 2,70,240/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.

14.6 (a) Procuring Agency Address
For the purpose of Bid Submission Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

Time: 02:00 PM on Date: 30/08/2016



16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (05)

Construction of Shopping Center III @ KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. 83,80,000/=
The payment shall be made in Pak Rs. 83,80,000/=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

i) **Financial Capacity:** (must have turnover of RS.....Millions)

ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)

iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. 1,67,600/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.



14.6 (a) Procuring Agency Address
For the purpose of Bid Submission Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Time: 02:00 PM on Date: 30/08/2016

16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR
DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (06)

Construction of new Water Supply Scheme Phase II
Pipe Line, Water Tank & Pump House for R.O Plant @
KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo
Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. 1,67,63,000/=
The payment shall be made in Pak Rs 1,67,63,000/=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

- i) **Financial Capacity:** (must have turnover of RS.....Millions)
- ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)
- iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. 3,35,260/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.

14.6 (a) Procuring Agency Address
For the purpose of Bid Submission Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

Time: 02:00 PM on Date: 30/08/2016



16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR
DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (07)

Supplying / Installation / Fixing of Reverses Osmosis
Plant @ KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo
Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. Open Rate/=
The payment shall be made in Pak Rs Open Rate /=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

i) **Financial Capacity:** (must have turnover of RS.....Millions)

ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)

iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. On Quoted Rate/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.



14.6 (a) Procuring Agency Address
For the purpose of Bid Submission Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

Time: 02:00 PM on Date: 30/08/2016

16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

DISTRICT THARPARKAR

BIDDING DATA.

1.1. Name of Procuring Agency: Town Committee KHEME Jo Par District Tharparkar @ Mithi.

Brief Description of Work: Work No: (08)

Construction Of Metaled Road From Exist sting
Metaled Road Of KHEME Jo Par To Main Water Supply
Scheme Bhatt @ KHEME Jo Par.

5.1 (a) Procuring Agency Address: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

(b) Engineer's address: Office Of The Assistant Executive Engineer KHEME Jo
Par District Tharparkar @ Mithi.

10.3 Bid shall be quoted entirely in Pak Rs. 60,28,000/=
The payment shall be made in Pak Rs 60,28,000/=

11.2 The Bidder has the financial technical and constructional capability necessary to perform the contract as follow (Insert required capabilities and documents)

- i) **Financial Capacity:** (must have turnover of RS.....Millions)
- ii) **Technical capacity :** (mention the appropriate category of registration with PEC and qualification and experience of the staff)
- iii) **Construction Capacity** (mention the name and no of equipments required for the work).

12.1 (a) A detailed description of the works essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawing as required in accordance with schedule B, specific works data. This will include but not be limited to sufficient no of drawing, Photographs, catalogs illustration and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension and other relevant information about the works to be performed.

13.1 Amount of Bid Security: Rs. 1,20,560/= 2% of Estimate Cost.

14.1 Period of Bid Validity 60 Days (Sixty Days) +

14.4 Number of copies of bid to be submitted:

One original plus _____ copies.

14.6 (a) Procuring Agency Address
For the purpose of Bid Submission Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

15.1 Deadline for Submission of Bids Time: 01:00 PM on Date:29/08/2016

16.1 Venue, Time & Date of Bid Opening: Office Of The Town Committee KHEME Jo Par District
Tharparkar @ Mithi.

Time: 02:00 PM on Date: 30/08/2016



16.4 **Responsiveness of Bids.**

- 01- Bid is valid till required period,
Sindh Public Procurement Regularity Authority / WWW.pprasindh.gov.pk
- 02- Bid Prices are firm during currency of Contractor/ Price adjustment.
- 03- Completion period offered is within specified limits.
- 04- Bidder is eligible to Bid & possesses the requisite experience, capability & qualification.
- 05- Bid does not deviate from basic technical requirements.
- 06- Bid are generally in order, etc.

Procuring agency can adopt either Tow option (Select either of them)

- (a) **Fixed Price Contract:-** in these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 months.
- (b) **Price Adjustments Contract:** in these contract escalation will be paid only on those items and in the manner as notified by Finance Departments Government of Sindh, after bid opening during currency of the contract.




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR @ MITHI.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.



General Rules and Directions for the Guidance of Contractors.

NOTE:-The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time.

Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.

8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. Bid without bid security of required amount and prescribed form shall be rejected.

11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;

(A) **In case of schedule rates**, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.




Assistant Executive Engineer
Town Committee KHEME JO PAR

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.*)

A. GENERAL

IB.1 Scope of Bid & Source of Funds



1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC .

b) duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-

(i) company profile;

(ii) works of similar nature and size for each performed in last 3/5 years;

(iii) construction equipments;

(iv) qualification and experience of technical personnel and key site management; Sindh Public Procurement Regulatory Authority | www.pprasindh.gov.pk

(v) financial statement of last 3 years;

(vi) information regarding litigations and abandoned works if any.

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).




Assistant Executive Engineer
Town Committee KHEME Jo Par

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (01)

NAME OF WORK :- CONSTRUCTION OF COMPOUND WALL FOR EIDGAH @ KHEME JO PAR
DISTRICT THARPARKAR @ MITHI

NAME OF AGENCY:- _____



S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	4238.25	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	P.%o Cft	13,462
2	756.75	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)	9416.28	P.% Cft	71,258
3	500.00	Erection and removal of centring for reinforced or plain cement concrete works of partial wood (2nd class). Vertical (S.I.No. 19(b) /ii/P-18)	3127.41	P.%Sft	15,637
4	282.50	Cement concrete plain i/c placing compacting finishing and curing and curing complete i/c screening and washing of stone aggregate Without shuttering ration 1:2:4.	14429.25	P.%Cft	40,763
5	983.94	Pacca Brick work in foundation & Plinth level cement sand Mortar Ratio (1:6) (G.S.I.No: 4 (e) P-21)	11948.36	P.% Cft	117,564
6	82.00	Reinforced cement concrete work i/c all labour and material in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or pre cast laid in position complete in all respects (1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6/a P-16)	337.00	P. Cft	27,634
7	3.29	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending, laying in position making joints and fastenings i/c cost of binding wires (also i/c removal of rust from bars). (G.S.I No. 8/b P-16)	5001.70	P.Cwt	16,479
8	1139.70	Pacca Brick work in ground floor in cement sand mortar (1:6) (G.S.I.No: 5 P-22)	12674.36	P.% Cft	144,450
9	4900.00	Cement Plaster (1:4) 1/2" thick upto 20ft (G.S.I.No:11 (b) P-51)	2283.93	P.% Sft	111,913

10	Cement Plaster (1:4) upto 20' height 3/8" thick (G.S.I.No:11 (a) P-51)	4900.00	2197.52	P.% Sft	107,678
11	Making And Fixing Steel Greated Doors with 1/16" thick sheeting i/c angle iron frame 2"x2" 3/8" and 3/4" sq bars 4" center to center with locking arrangements (G.S.I.No. 24 P.92)	60.00	726.72	P.sft	43,603
12	Primery coat of chalk distemper.(G.S.I.No.23 P-54)	4900.00	442.75	P. % Sft	21,695
13	Distempering Three Coats. (G.S.I.No: 24/c P-54).	4900.00	1646.15	P. % Sft	80,661
14	Painting New Surface & Painting Door & Windows any type three coats. (G.S.I.No. c/5 P-70)	120.00	2116.41	P. % Sft	2,540
			TOTAL		815,336



[Signature]
ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (02)

NAME OF WORK :- CONSTRUCTION OF COMPOUND WALL FOR GRAVEYARD @ KHEME JO PAR.

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	6703.50	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	P.%o Cft	21,292
2	1218.00	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)	9416.28	P.% Cft	114,690
3	800.00	Erection and removal of centring for reinforced or plain cement concrete works of partial wood (2nd class). Vertical (S.I.No. 19(b) /iii/P-18)	3127.41	P.%Sft	25,019
4	452.00	Cement concrete plain i/c placing compacting finishing and curing and curing complete i/c screening and washing of stone aggregate Without shuttering ration 1:2:4.	14429.25	P.%Cft	65,220
5	1578.02	Pacca Brick work in foundation & Plinth level cement sand Mortar Ratio (1:6) (G.S.I.No: 4 (e) P-21)	11948.36	P.% Cft	188,547
6	164.00	Reinforced cement concrete work i/c all labour and material in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or pre cast laid i position complete in all respects (1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8"	337.00	P. Cft	55,268
7	6.59	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending, laying in position making joints and fastenings i/c cost of binding wires (also i/c removal of rust from bars).(G.S.I No. 8/b P-16)	5001.70	P.Cwt	32,958
8	1823.52	Pacca Brick work in ground floor in cement sand mortar (1:6) (G.S.I.No: 5 P-22)	12674.36	P.% Cft	231,119
9	7800.00	Cement Plaster (1:4) 1/2" thick upto 20ft (G.S.I.No:11 (b) P-51)	2283.93	P.% Sft	178,147



10	7800.00	Cement Plaster (1:4) upto 20' height 3/8" thick. (G.S.I.No:11 (a) P-51)	2197.52	P.% Sft	171,407
11	120.00	Making And Fixing Steel Greated Doors with 1/16" thick sheeting i/c angle iron frame 2"x2" 3/8" and 3/4" sq bars 4" center to center with locking arrangements (G.S.No. 24 P.92)	726.72	P.sft	87,206
12	7800.00	Primery coat of chalk distemper. (G.S.I.No:23 P-54)	442.75	P. % Sft	34,535
13	7800.00	Distemping Three Coats. (G.S.I.No: 24/c P-54).	1646.15	P. % Sft	128,400
14	120.00	Painting New Surface & Painting Door & Windows any type three coats. (G.S.I.No: c/5 P-70)	2116.41	P. % Sft	2,540
			TOTAL		1,336,347




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (03)

NAME OF WORK :- CONSTRUCTION OF PAVING / FLOORING AT INFRONT OF TOWN OFFICE/SHOPPING CENTER TO AC MUKHTIYARKAR OFFICE KEHEM JO PAR

NAME OF AGENCY:- _____



S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	4050.00	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	P.%o Cft	12,864
2	13700.00	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1.4.8) (G.S.I. No: 4,(b) P-16)	9416.28	P.% Cft	1,290,030
3	18750.00	Earth Filling Watering & ramming earth under floor with new earth (excavated from out side) lead upto one chain & lift upto 5feet.Extra 2 Miles Lead. (G.S.I.No:22 P-4)	8655.20	P.%o Cft	162,285
4	900.00	Erection and removal of centring for reinforced or plain cement concrete works of partial wood (2nd class). Vertical (S.I.No. 19(b) /iii/P-18)	3127.41	P.%Sft	28,147
5	675.00	Cement concrete plain i/c placing compacting finishing and curing and curing complete i/c screening and washing of stone aggregate Without shuttering ration 1:2:4.	14429.25	P.%Cft	97,397
6	1000.00	Providing and Fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 Long x18" high i/c the cost of cartage, excavation, from work for haunching,1450 PSI lean concret, 2250 PSI Concrete for haunchin 1:4 cement sand mortar (HW)	297.01	P.Rft	297,010
7	25000.00	Providing and fixing cement paving blocks flooring having size of 197x97x80(mm) of city/ quddra / cobble shape with pigmented, having strength b/w 5000psi to 8500 psi i/cfilling the joints with hill sand and laying in specified manner/ pattern and design etc: complete (S.I.No.74 P.50)	248.17	P.Sft	6,204,250
8	480.00	Supplying & Fixing in position iron steel grill of 3/4" x 1/4" size flat iron of approved design including painting 3 coat etc complete.(weight not to be less than 3.7 Lbs/Sq. Foot of finished Grill) (G.S.I.No:26 P.92)	180.50	P.Sft	86,640

9	480.00	Painting New Surface & Painting guards bars three coats. (G.S.I.No: d/5 P-70)	1270.83	P. % Sft	6,100
10	1250.00	Painting with enamel paint on massinary walls new surface (a &b) 3 coats (G. No 30 /a & b/ P.No73).	2006.40	P. % Sft	<u>25,080</u>
			TOTAL		8,209,803




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (04)

NAME OF WORK :- CONSTRUCTION OF METALED ROAD PARANI NANGHANI PARA @ KHEME JO PAR.

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	286000.00	FORMATION:- Earth Work for road embankment by bulldozers, i/c ploughing, mixing, clod, breaking, dressing, compacting with optimum content. Lead upto 100 ft & lift upto 5.0ft in all types of soil except rock. (Extra 1 Mile Lead) (H.W.S.O.R. P.No:1/ Item .No: 06 (c.)	8681.42	P.‰ Cft	2,482,886
2	72800.00	FORMATION:- Earth Work for road embankment by bulldozers, i/c ploughing, mixing, clod, breaking, dressing, compacting with optimum content. Lead upto 100 ft & lift upto 5.0ft in all types of soil except rock. (H.W.S.O.R. P.No:1/ Item .No: 06 (c.)	11215.37	P.‰ Cft	816,479
3	31200.00	SUB BASE COURSE- Preparing Sub Base Course by Supplying and spreading stone metal of 2"-1 1/2" in gauge of approved quality from apprived quarry in required thickness (6" in layers) to proper camber and grade, i/c hand packing, filling voids with 10 cft screening & non plastic quarry fines of approved quality & gauge from approved source, watering & compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/c all cost of materials T&P labours & carriage upto site of work.(H.W.S.O.R. P.No:4/ Item .No: 11 (c.)	13937.72	P.‰ Cft	4,348,569
4	15600.00	BASE COURSE:- Preparing base course i/c supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of 3" to proper camber and grade i/c supplying and spreading 15 cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling i/c watering & compacting the same so as to achieve 100% density as per modified AASHO specification. (Rate i/c providing & using templates, camber plates, screens, forms etc as directed) Rate i/c all cost of materials T&P labours and carriage upto site of work.(H.W.S.O.R. P.No:5/ Item .No: 13 (A)	15165.27	P.‰ Cft	2,365,782
5	10400.00	BRICK ON EDGING. Laying Brick on end edging i/c supplying 9"X4 1/2"X3" first class bricks, excavation for laying edging with small size pallellel to the road. Rate i/c all cost of materials, T&P labours, and carriage upto site of work. (Rate i/c all cost of materials T&P labours & carriage upto site of work. (H.W.S.O.R. P.No:4/ Item .No:12)	3219.7	P.‰ Rft	334,849

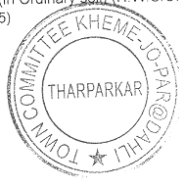


6	<p>FRIST COAT SURFACE TREATMENT :- Providing surface dressing frist coat on new or existing surface with 30 lbs bitumen and 4.0 Cft of Bajri of Required size including cleaning the road surface rolling etc. complete. (Rate includes all cost of Materials T&P and carriage upto 3 chains. (b) Using Crushed Bajri. (H.W.S.O.R. P.No:6/ Item .No: 16 (b).)</p>	1805.89 P.% Sft	1,126,875
7	<p>1" THICK CARPET:- Providing 1" thick (consolidated) premixed carpet in proper camber and grade i/c supplying 10 cft crush bajri 4cft hill sand (of approved quality and grade) with 30 lbs bitumen of 80/100 penetration i/c mixing in mechanical mixer in required proportion i/c heating materials & cleaning the road surface (Hill sand 2 cft for mixing and 2 cft for dusting) (Rate i/c all cost of materials T&P labours and carriage upto site of work.(H.W.S.O.R. P.No:8/ Item .No:21)</p>	5043.66 P.% Sft	3,147,244
8	<p>EARTH WORK ON BERMS :- Earth Work for embankment (Berms) from barrow pits i/c laying in 6" layers clod breaking ramming dressing etc complete lead upto 100 ft and lift upto 5.0 ft(in Ordinary soil) (H.W.S.O.R. P.No:1/ Item .No:5)</p>	7233.57 P.‰ Cft	451,375

62400.00

62400.00

62400.00



TOTAL	15,074,059
--------------	-------------------

[Signature]
 ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS PART (B)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (04)

NAME OF WORK :- CONSTRUCTION OF METALED ROAD PARANI NANGHANI PARA @ KHEME JO PAR.

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	3600.00	Excavation in foundation of building bridges and other structures including dagbelling, refilling around structure with excavated earth watering and ramming lead upto 5 ft in hard soil. (G.S.I No. 18/b P-5)	3,176	P.%o Cft	11,434.50
2	1200.00	Cement Concrete brick or stone ballast in ratio (1:4:8)etc complete (G.S.I.No:4, P- 16)	9,416.28	P.% Cft	112,995.36
3	1600.00	Cement Concrete palin (1:2:4) i/c placing compacting finishing and curing complete i/c screening & washing of stone aggregate without shutterring (G.S.I.No:5, P-17)	14,429.25	P.% Cft	230,868.00
4	6400.00	Errection & Removal of centering for R.C.C. or plain cement concrete works of Partel wood Horizontal (2nd class) (G.S.I.No:19 (a), P-18)	3,127.41	P.% Cft	200,154.24
TOTAL					555,452




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (05)

NAME OF WORK :- CONSTRUCTION OF SHOPPING CENTRE III @ KAHEME JO PAR

NAME OF AGENCY:- _____



S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	6322.69	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	P.% Cft	20,082
2	1927.82	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)	9416.28	P.% Cft	181,529
3	8152.65	Pacca Brick work in foundation & Plinth level cement sand Mortar Ratio (1:6) (G.S.I.No: 4 (e) P-21)	11948.36	P.% Cft	974,108
4	12447.21	Earth Work Filling Watering & ramming earth under floor with new earth (excavated from out side) lead upto one chain & lift upto 5feet Extra 2 Miles Lead. (G.S.I.No:22 P-4)	8655.20	P.% Cft	107,733
5	1855.52	Reinforced cement concrete work i/c all labaur and material in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or pre cost laid I position complete in all respects (1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6/a P-16)	337.00	P. Cft	625,312
6	82.84	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending , laying in position making joints and fastenings i/c cost of binding wires (also i/c removal of rust from bars),(G.S.I No. 8/b P-16)	5001.70	P.Cwt	414,320
7	5249.34	Pacca Brick work in ground floor in cement sand mortar (1:6) (G.S.I.No: 5 P-22)	12674.36	P.% Cft	665,320
8	160.00	Supplying & Fixing M.S. Griders Size 8"X4". (S.O.M.I.No:140 P-72)	3850.00	P. Cwt	616,000
9	86.04	Supplying & Fixing T/ Irons.(S.O.M.I.No:144 P-72)	3575.00	P. Cwt	307,578

10	246.04	Erecting rolled steel beams or rails erection for posts etc (other than in roof) (G.S.I.No:7 P-90)	92.57	P. Cwt	22,776
11	3869.00	1st class tile roofing consisting of 4" earth & 1" mud plaster with gobi leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x1 1/4" laid in 1:6 cement mortar with 1/2" thick sand wiched layer i/c curing etc.(G.S.I.No: 1 P-33)	11443.10	P.% Sft	442,734
12	3869.00	Providing & laying shingle per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer incharge.(G.S.I.No:38 P-38)	10.70	P. Sft	41,398
13	1152.00	Providing & Fixing G.I Sheet rolling shutter using 2 gauge G.I Sheet for shutter, side iron channel of 12 gauge for rolling on 2" dia C.I Pipe i/c bracket of 20 gauge, springs of requisite size & rolling pulley, necessary hold fasts, nuts bolts, welding, greasing, all carriage, T&P required for making & fixing in masonary bor.(G.S.I.No:33 P-94)	264.96	P. Sft	305,234
14	17074.60	Cement Plaster (1:4) 1/2" thick upto 20ft (G.S.I.No:11 (b) P-51)	2283.93	P.% Sft	389,972
15	17074.60	Cement Plaster (1:4) upto 20' height 3/8" thick. (G.S.I.No:11 (a) P-51)	2197.52	P.% Sft	375,218
16	144.00	Supplying & Fixing in position iron steel grill of 3/4" x 1/4" size flat iron of approved design including painting 3 coat etc complete (weight not to be less than 3.7 Lbs/Sq. Foot of finished Grill) (G.S.I.No:26 P,92)	180.50	P.Sft	25,992
17	1151.11	Cement Concrete palin (1:4:8) i/c placing compacting finishing and curing complete i/c screening & washing of stone aggregate without shuttering (G.S.I.No:5, P-17)	11288.75	P.% Cft	129,946
18	17074.60	White washing (3-Coats).(G.S.I.No:26/c P-54)	829.95	P. % Sft	141,711
19	17074.60	Primery coat of chalk distemper.(G.S.I.No:23 P-54)	442.75	P. % Sft	75,598
20	17074.60	Distemping Three Coats. (G.S.I.No: 24/c P-54).	1079.65	P. % Sft	184,346
21	3716.32	Painting New Surface & Painting guards bars three coats. (G.S.I.No: d/5 P-70)	1270.83	P. % Sft	47,228
22	2304.00	Painting New Surface & Painting Door & Windows any type three coats. (G.S.I.No: c/5 P-70)	2116.41	P. % Sft	48,762



23	Providing & laying tiles glazed 6" X6" X 1/4" on floor or wall facing in required colour & pattern of Stile specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joints with slurry of white cement & pigment in desired shape with finishing, clearing & cost of wax polish etc complete i/c cutting tiles proper profile. (G.S.I.No:60, P-47)	3072.00	30509.77	P.% Sft	937,260
24	Providing and laying HALA or pattern toles glazed 6" x 6" x 1/2 on floor or wall facing in required flor and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement and mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc. Complete i/c cutting tiles to proper profile. (G.S.I. No.61, P-48).	432.75	47651.56	P.% Sft	<u>206,212</u>
				TOTAL	7,286,368




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS PART (A)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (06)

NAME OF WORK :- CONSTRUCTION OF WATER TANK FOR R.O PLANT @ KHEME JO PAR DISTRICT THARPARKAR @ MITHI

NAME OF AGENCY:- _____



S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	128100.00	Excavation for Pipe line intrenches and pits in all kinds of soils of murum i/c trimming and dressing sides to true alignemnet and shape leveling of beds of trenches to correct level and grade. Cutting jointing holes & Disposal of Surplus earth within one chain as direct by Engineer Incharge providing fence guards lights, flages and temporaray crossing for non-vehcular traffic wherever required lift up to 5 ft (1.52 Meter) lead up to one chain (30.5 m) (P.H.S.I.No:5 P-47)	4650.00	P.‰o Cft	595,665
2	6000.00 1200.00 5000.00	Providing laying and jointing of polyethylene pipe (HDPE-100) SDR - 13.6/ PN-8 conforming to Iso-4427 Din 8074.8 75 & PS 3380:1994 Manufactured by API certified, fixing in trench including cutting fitting and jointing, including testing with water to pressure of also includes transportations charges of pipe from Factory to site of work Ayooob Goth District Karachi @ working pressure of 6 bars (26 ft/87 PSI)	860.00 224.00 148.00	P.Rft P.Rft P.Rft	5,160,000 268,800 740,000
3	10.00 1.00 2.00	C.I. Sluice Valve heavy pattern test pressure 21Kg/ Sq.cm or 300 lbs / inch (P.H.S.O.M.I.No:2, P-9)	5973.00 7538.00 17940.00	P. Each P. Each P. Each	59,730 7,538 35,880
4	504.00	(Cost iron Special Bclass test pressure 122 meter or 400 ft water head) C.I Tail piece with one end flanged and spigot for all size (PHMS I No.5 P/98).	120.00	P. Kg	60,480
5	31.00	C.I. Tapper flat bottomed or cenetral flanged ends with holes i/s taming and facing of flanged for all sizes (PHSM I.No 3 P/98)	120.00	P. KG	3,720
6	171.00	C.I Tee flanged ends with holes i/c turning and facing of flanged for all size (PHSM I.No 9 P/98).	120.00	P. KG	20,520
7	148.00	CI Band with flanged and with wholes i/c turning and facing of flanged for all sizes (PHSI No. 8 P/98).	120.00	P. KG	17,760

8	39.00	Jointing C.I /M S flanged pipes and specials flanged and inside a trench including suppling rubber packing of the required thickness nuts, bolts, with washers etc , and other tools required for jointing and testing the joints to the specefied pressure metc. Complete (P.H.S Item No. 1 P/35).	3" Dia	499.00	P. Joint	19,461
	28.00		4" Dia	513.00	P. Joint	14,364
	20.00		8" Dia	940.00	P. Joint	18,800
9	4.00	Air valve double acting 3" x 1" imported) (SMI No. 8 P-18).		4000.00	P. Joint	16,000
10	4.00	But fusion joint of P.E. Pipe (PHSI. No. ii P-20)	8" Dia	1800.00	P. Joint	7,200
	6.00		4" Dia	1000.00	P. Joint	6,000
	25.00		3" Dia	600.00	P. Joint	15,000
11	115290.00	Refilling the Excavitation stuff and trenches 6" thick layer including watering, ramming and full companction etc. Complete (P.H.S. Item No. 24 P/53).		2760.00	P.%o Cft	318,200
12	16.00	Providing Chambers 3"X2" (915X615 mm) inside dimensions) 4" 1/2' (1372mm) deep for as per approved designe for sluice valve 3" (1152 mm) thick cement plaster 1:3 C.M to all inside wall surface ans to top hinged cast iron cover and frame 15"X9 (Inside) clear opening wt 1" (Qr) etc. fixed in cement concrete 1:2.4 /lc curing excavation back filing & disposal of earth etc complete. (G.O.S.I.No: 2, P-49)		18820.00	Each	301,120
				TOTAL		7,686,238



[Signature]
ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

QUANTITY OF BILLS PART (B)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (06)

NAME OF WORK :- **CONSTRUCTION (02 NO.S) OF WATER TANK FOR R.O PLANT @ KHEME JO PAR**

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1		Excavation for tank & reservoirs in all kind of soils of murrum i/c trimming and dressing side to true alignment design section profiles and shape leveling of tanks and grade i-e laying of earth in 6" layer for construction of bank & dressing and disposal of surplus earth within a one chain as directed by Engineer, Incharge, providing fence gaurds, lights, flage and temporary crossing for non vehicular traffic where ever required lift up to 5 ft and lead upto one chain (30.5m) (PHSI No.5 P/50)			
	4808.13	0'- 5' depth	4050.00	P.%o Cft	19472.91
	2884.88	5'- 8' depth	4600.00	P.%o Cft	13270.43
	2884.88	8'- 11' depth	5150.00	P.%o Cft	14857.11
2		Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)			
	961.63		9416.28	P.% Cft	90549.30
3		Reinforced cement concrete work i/c all labour and material in roof slab, beams, columns, rafts, lintels and other structueal members laid in situ or pre cost laid I position complete in all respects .(1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6/a P-16)			
	2700.72		337.00	P.Cft	910,143
4		Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending , laying in position making joints and fastenings i/c cost of binding wires (also i/c remoral of rust from bars).(G.S.I No. 8/b P-16)			
	144.68		5001.70	P.Cwt	723,653
5		Providing C.I Main Hole Cover & Frame i/c Cost of material etc complete. (P.H.S.I.No: J/1 P-35)			
	7.00		6985.00	P.CWT	48,895
6		P/F in position C.C foundation 1:3:6 M.S ladder of angle iron 2"x2" x 1/4 a part with M.S Bar 3/4" dia space 1.00' apart painting 3 coats with anti corrosive ssteel paint etc. complete (PHS Item No. 42)			
	17.00		799.00	P.RFT	13,583
7		Providing & Fixing in position doors, windows & ventilators of 1st Class deodar wood frames & 1-12" thick teak wood ply shutters of 2nd class deodar wood skeleton (solid) styles & rails core of partal wood & Teak ply wood (3-Ply) on both sides i/c hold fasts, hinges, iron tower bolts, handles & cleats with cord etc complete.(G.S.I.No:57 P-65)			
	4.00		4870.00	Each	19,480



8	198.18	Providing Expension Joint in concrete work 9" wide corrugated PVC with bubli /C slodring and providing wooden key of partal wood i/c cutting of plerks to the exact shape of structure and cost of the material and labor etc. (PHS Item No. 2 P/43)	86.00	P.RFT	17,043
9	10577.88	Extra for every 50' ft additional lead when the lead is exceed ½ miles lead when the lea is exceed ½ mile the rate shall be paid on carrage material by mechanical means lead 1 mile. (GSI Item No. 8 Page No. 3)	1814.04	P.%0FT	19188.69
10	1444.40	Cement plaster (1: 3) up to 20' high 1/2 thick (GSI.No. 10 P/53)	2283.93	P.%SFT	32,989
11	40.44	Suppling of Dampo / pudlo fixed with cement plaster PHSMI. No46	125.00	P.LBs	5,055
12	233.15	Cement Concrete plin i/c palcing compacting finishing and curing etc Complete (GSI.No. 5a P/18) 1:2:4	14429.25	P.%CFT	33,641
13	706.50	water proofing Layer over the domical or flate slab of the HSR and two coats of Bitumen laid using 34 Lbs %SFT per %. (PHSI No.2 P/55)	2208.00	P.% SFT	15,600
14	300.00	Providing/ Fixing GI Pipe and specials (PHSI.No. 1 P/12)	6" Dia 818.00	P.RFT	245,400
	200.00		3" Dia 360.00	P.RFT	72,000
TOTAL					2,294,821
2294821 x 02 No.S					4,589,641




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

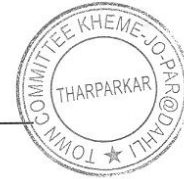
QUANTITY OF BILLS PART (C)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (06)

NAME OF WORK :- CONSTRUCTION OF PUMP HOUSE FOR R.O PLANT @ KHEME JO PAR

NAME OF AGENCY:- _____



S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	1200.00	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	P.% Cft	3,812
2	587.32	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)	9416.28	P.% Cft	55,304
3	810.00	Pacca Brick work in foundation & Plinth level cement sand Mortar Ratio (1:6) (G.S.I.No: 4 (e) P-21)	11948.36	P.% Cft	96,782
4	3521.13	Earth Filling Watering & ramming earth under floor with new earth (excavated from out side) lead upto one chain & lift upto 5feet.Extra 2 Miles Lead. (G.S.I.No:22 P-4)	8655.20	P.% Cft	30,476
5	225.60	Reinforced cement concrete work i/c all labour and material in roof slab, beams, columns, rafts, lintels and other structureal members laid in situ or pre cost laid I position complete in all respects (1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6/a P-16)	337.00	P. Cft	76,027
6	9.06	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending , laying in position making joints and fastenings i/c cost of binding wires (also i/c removal of rust from bars).(G.S.I No. 8/b P-16)	5001.70	P.Cwt	45,337
7	1296.00	Pacca Brick work in ground floor in cement sand mortar (1:6) (G.S.I.No: 5 P-22)	12674.36	P.% Cft	164,260
8	144.00	Providing & Fixing in position doors, windows & ventilators of 1st Class deodar wood frames & 1-12" thick teak wood ply shutters of 2nd class deodar wood skeleton (solid) styles & rails core of partial wood & Teak ply wood (3-Ply) on both sides i/c hold fasts, hinges, iron tower bolts, handles & cleats with cord etc complete.(G.S.I.No:57 P-65)	1182.56	P. Sft	170,289
9	36.86	Supplying & Fixing M.S. Griders Size 8"X4". (S.O.M.I.No:140 P-72)	3850.00	P. Cwt	141,900

10	31.30	Supplying & Fixing T/ Irons. (S.O.M.I.No:144 P-72)	3575.00	P. Cwt	111,894
11	68.16	Erecting rolled steel beams or rails erection for posts etc (other than in roof) (G.S.I.No:7 P-90)	92.57	P. Cwt	6,309
12	1322.25	1st class tile roofing consisting of 4" earth & 1" mud plaster with gobi leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x1 1/4" laid in 1:6 cement mortar with 1/2" thick sand wiched layer i/c curing etc.(G.S.I.No: 1 P-33)	11443.10	P.% Sft	151,306
13	1322.25	Providing & laying shingle per layer of polythene sheet 0.13 mm thick for water proofing as per specification and instructions of Engineer incharge.(G.S.I.No:38 P-38)	10.70	P. Sft	14,148
14	3528.00	Cement Plaster (1:4) 1/2" thick upto 20ft (G.S.I.No:11 (b) P-51)	2283.93	P.% Sft	80,577
15	3528.00	Cement Plaster (1:4) upto 20' height 3/8" thick.(G.S.I.No:11 (a) P-51)	2197.52	P.% Sft	77,529
16	96.00	Supplying & Fixing in position iron steel grill of 3/4" x 1/4" size flat iron of approved design including painting 3 coat etc complete.(weight not to be less than 3.7 Lbs/Sq. Foot of finished Grill) (G.S.I.No:26 P,92)	180.50	P.Sft	17,328
17	1082.25	White washing (3-Coats).(G.S.I.No:26/c P-54)	842.47	P. % Sft	9,118
18	3528.00	Primery coat of chalk distemper.(G.S.I.No:23 P-54)	442.75	P. % Sft	15,620
19	3528.00	Distempering Three Coats. (G.S.I.No: 24/c P-54).	1646.15	P. % Sft	58,076
20	661.55	Painting New Surface & Painting guards bars three coats. (G.S.I.No: d/5 P-70)	1270.83	P. % Sft	8,407
21	100.00	Providing C.I Main Hole Cover & Frame i/c Cost of material etc complete. (P.H.S.I.No: J/1 P-35)	140.00	P.Kg	14,000
22	384.00	Painting New Surface & Painting Door & Windows any type three coats. (G.S.I.No: c/5 P-70)	2116.41	P. % Sft	8,127
23	1082.25	Providing & laying tiles glazed 6" X6" X 1/4" on floor or wall facing in required colour & pattern of Stile specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joints with slaurry of white cement & pigment in desired shape with finishing, clearing & cost of wax polish etc complete i/c cutting tiles proper profile. (G.S.I.No:60, P-47)	30509.77	P.% Sft	330,192



24

Providing and laying HALA or pattern toles glazed 6" x 6" x 1/2 on floor or wall facing in required flor and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement and mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc. Complete i/c cutting tiles to proper profile. (G.S.I. No.61, P-48).

192.00

47651.56

P.% Sft 91,491

TOTAL

1,778,308



[Signature]
ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

QUANTITY OF BILLS

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (07)

NAME OF WORK :- SUPPLYING / INSTALLATION / FIXING OF REVERS OSSMOSIS PLANT @ KAHME JO PAR

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
------	-----	-------	------	------	--------

1	1.00	Supplying / Installation / Fixing of Complete Reverse Ossmosis Plant of 40000 Gallons Per Day including all necessary asseceries of R.O Plant Machinery and Complete Job work etc.	OPEN RATE	PER JOB	
					TOTAL




ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR.

QUANTITY OF BILLS (A)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (08)

NAME OF WORK :- CONSTRUCTION OF METALD ROAD FROM EXISISTING METALD ROAD OF KHEME JO PAR TO MAIN WATER SUPPLY SCHEME AT BHITT @ KHEME JO PAR.

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	110000.00	FORMATION:- Earth Work for road embankment by bulldozers, i/c ploughing, mixing, clod, breaking, dressing, compacting with optimum content. Lead upto 100 ft & lift upto 5.0ft in all types of soil except rock. (Extra 1 Mile Lead) (H.W.S.O.R. P.No:1/ Item No: 06 (c).)	8681.42	P.% Cft	954,956
2	28000.00	FORMATION:- Earth Work for road embankment by bulldozers, i/c ploughing, mixing, clod, breaking, dressing, compacting with optimum content. Lead upto 100 ft & lift upto 5.0ft in all types of soil except rock. (H.W.S.O.R. P.No:1/ Item No: 06 (c).)	11215.37	P.% Cft	314,030
3	12000.00	SUB BASE COURSE- Sub Base Course by Supplying and spreading stone metal of 2"-1 1/2" in gauge of approved quality from apprived quarry in required thickness (6" in layers) to proper camber and grade, i/c hand packing, filling voids with 10 cft screening & non plastic quarry fines of approved quality & gauge from approvedd source, watering & compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/c all cost of materials T&P labours & carriage upto site of work.(H.W.S.O.R. P.No:4/ Item No: 11 (c).)	13937.72	P.% Cft	1,672,526
4	6000.00	BASE COURSE:- Preparing base course i/c supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required tckness of 3" to proper camber and grade i/c supplying and spreading 15 cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling i/c watering & compacting the same so as to achieve 100% density as per modified AASHO specification. (Rate i/c providing & using templates, camber plates, screens, forms etc as directed) Rate i/c all cost of materials T&P labours and carriage upto site of work.(H.W.S.O.R. P.No:5/ Item No: 13 (A)	15165.27	P.% Cft	909,916
5	4000.00	BRICK ON EDGING. Laying Brick on end edging i/c supplying 9"X4 1/2"X3" first class bricks, excavation for laying edging with small size parallel to the road. Rate i/c all cost of materials, T&P labours, and carriage upto site of work. (Rate i/c all cost of materials T&P labours & carriage upto site of work. (H.W.S.O.R. P.No:4/ Item No:12)	3219.7	P.% Rft	128,788



6	<p>FRIST COAT SURFACE TREATMENT :- Providing surface dressing frist coat on new or existing surface with 30 lbs bitumen and 4.0 Cft of Bajri of Required size including cleaning the road surface rolling etc, complete. (Rate includes all cost of Materials T&P and carriage upto 3 chains. (b) Using Crushed Bajri. (H.W.S.O.R. P.No:6/ Item .No: 16 (b).)</p>	24000.00	1805.89 P.% Sft	433,414
7	<p>1" THICK CARPET:- Providing 1" thick (consolidated) premixed carpet in proper camber and grade i/c supplying 10 cft crush bajri 4cft hill sand (of approved quality and grade) with 30 lbs bitumen of 80/100 penetration i/c mixing in mechanical mixer in required proportion i/c heating materials & cleaning the road surface (Hill sand 2 cft for mixing and 2 cft for dusting) (Rate i/c all cost of materials T&P labours and carriage upto site of work. (H.W.S.O.R. P.No:8/ Item .No:21)</p>	24000.00	5043.66 P.% Sft	1,210,478
8	<p>EARTH WORK ON BERMS :- Earth Work for embankment (Berms) from barrow pits i/c laying in 6" layers clod breaking ramming dressing etc complete lead upto 100 ft and lift upto 5.0 ft(in Ordinary soil) (H.W.S.O.R. P.No:1/ Item .No:5)</p>	24000.00	7233.57 P.% Cft	<u>173,606</u>



TOTAL	5,797,715
--------------	------------------


ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

QUANTITY OF BILLS PART (B)

NIT NO : TC/KJP/ 110 /2016. Dated: 05 /08 /2016.

WORK NO: (04)

NAME OF WORK :- CONSTRUCTION OF METALED ROAD FROM EXISISTING METALD ROAD OF KHEME JO PAR TO MAIN WATER SUPPLY SCHEME AT BHITT @ KHEME JO PAR.

NAME OF AGENCY:- _____

S.No	QTY	ITEMS	RATE	UNIT	AMOUNT
1	3600.00	Excavation in foundation of building bridges and other structures including dagbelling, refilling around structure with excavated earth watering and ramming lead upto 5 ft in hard soil. (G.S.I No. 18/b P-5)	3,176	P.%o Cft	11,434.50
2	1200.00	Cement Concrete brick or stone ballast in ratio (1:4:8)etc complete (G.S.I.No:4, P- 16)	9,416.28	P.% Cft	112,995.36
3	1600.00	Cement Concrete palin (1:2:4) i/c placing compacting finishing and curing complete i/c screening & washing of stone aggregate without shuttering (G.S.I.No:5, P-17)	14,429.25	P.% Cft	230,868.00
4	6400.00	Errection & Removal of centering for R.C.C. or plain cement concrete works of Partel wood Horizontal (2nd class) (G.S.I.No:19 (a), P-18)	3,127.41	P.% Cft	200,154.24
TOTAL					555,452




ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

I am agreed to do above said work at the _____ % above/below of S.R.

SIGNATURE OF CONTRACTOR

ASSISTANT EXECUTIVE ENGINEER
 TOWN COMMITTEE KHEME JO PAR
 DISTRICT THARPARKAR.

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

Annual Procurement Plan works, goods & services for the Year 2016-2017

S.No	Description of Procurement	Qty. (Where Applicable)	Estimate unit cost (where applicable Millions)	Funds allocation in Million	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of procurement				Remarks
							1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
01	Construction of Compound Wall for Eidgah @ KHEME Jo Par	--	1.060	1.2	Local Fund ADP (Own Funds)	Single Stage one envelope procurement	50%	50%	--	--	Work will be executed as per SPPRA Rule 2010 amended 2013.
02	Construction of Compound Wall for Graveyard @ KHEME Jo Par	--	1.736	2	-Do-	-Do-	50%	50%	--	--	-Do-
03	Construction of Paving / Flooring at in front of Town Office/ Shopping Center to A.C and Mukhtarkar Office KHEME Jo Par	--	10.441	10.5	-Do-	-Do-	50%	50%	--	--	-Do-
04	Construction of Metaled road Parami Nanghani Para @ KHEME Jo Par	--	13.512	14	-Do-	-Do-	50%	50%	--	--	-Do-



05	Construction of Shopping Center III @ KHEME Jo Par	--	8.380	8.5	-Do-	-Do-	50%	50%	--	--	-Do-
06	Construction of new Water Supply Scheme Phase II Pipe Line, Water Tank & Pump House for R.O Plant @ KHEME Jo Par	--	16.763	17	-Do-	-Do-	50%	50%	--	--	-Do-
07	Supplying / Installation / Fixing of Reverses Osmosis Plant @ KHEME Jo Par	--	Open Rate	15	-Do-	-Do-	50%	50%	--	--	-Do-
08	Construction Of Metaled Road From Exist sting Metaled Road Of KHEME Jo Par To Main Water Supply Scheme Bhitit @ KHEME Jo Par	--	6.028	6.5	-Do-	-Do-	50%	50%	--	--	-Do-
09	Installation of Tube well with complete accessories	--		6.00	-Do-	-Do-	--	50%	50%	50%	-Do-
10	Providing & Installation of Solar System for Water Supply / RO Plant	--		12.00	-Do-	-Do-	--	50%	50%	50%	-Do-



ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR

OFFICE OF THE TOWN COMMITTEE KHEME-JO-PAR

NO.TC/KJP/ 116 of 2016

Dated: 05/08/2016

NOTIFICATION

Under the SPPRA Rules 2010 (Serial 31 92) (a) (b) the following competent Redressal Committee is hereby nominated regarding the NIT's of this office Ref.No.TC/KJP/110/2016 on dated:05-08-2016.

S. No	Name & Status	Role in Redressed Committee
01	ASSISTANT COMMISSIONER / ADMINISTRATOR Town Committee KHEME Jo Par	Chairman
02	TOWN OFFICER Town Committee KHEME Jo Par	Member
03	ACCOUNTS OFFICER Town Committee KHEME Jo Par	Member

The above mentioned complaint Redressal Committee will perform its responsibilities as prescribed in rules No.31-2(a) (b) of SPPRA Rule 2010.




ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR

Copy forwarded for information to:-

1. The Director (C.B) SPPRA, Karachi.
2. The Town Officer, Town Committee KHEME Jo Par.
3. The Accounts Officer, Town Committee KHEME Jo Par.


ADMINISTRATOR
TOWN COMMITTEE KHEME JO PAR
DISTRICT THARPARKAR