

OFFICE OF THE TOWN COMMITTEE JATIA TALUKA SHAHDADPUR

No.T.C/Jatia/27/2017

Dated: 25-4-2017

NOTICE OF INVITING FOR TENDER

- 1) Town Committee Jatia Taluka Shahdadpur District Sanghar invites sealed tenders from interested parties / firms meeting the eligibility criteria to participate as per SPPRA Rules 2010.

Sr. #	Name of work	Estimate Cost	Earnest Money	Tender Fee	Time allowed of Completion	Specialization	Category
AS PER LIST ATTACHED							

2) Qualification

- (a) List of two similar assignment under taken over the past 7 years.
- (b) Detail of equipments and transports owned by firm/contractor.
- (c) Financial statement-(summary) Rs.2 million and income tax return for the last 3 years.
- (d) Financial turnover amounting to Rs.2 million for last three years.
- (e) Affidavit that firm has never has been black listed.
- (f) Name, qualification and experience of Technical Staff working with firm.
- (g) The SRB Certificate for the year 2017 is required.
- (h) Method of Procurement Single stage single envelope
- (i) Terms & Conditions:
Under following condition bid will be rejected
 - (1) Conditional and telegraphic bids/tenders.
 - (2) Bids not accompanied by bid security of required amount and form.
 - (3) Bids received after specified date and time.
 - (4) Black listed firms.
 - (5) The undersigned reserved the right of accepting / rejecting any or all tender as per relevant clauses of SPPRA 2010.

	Late date of receipt of application and issuance of tender document	Last Date of Submission of tenders	The date of opening tenders
1 st Date	From the date of publication upto 20-05-2017 till 03:00 p.m.	21-05-2017 till 12:00 noon	21-05-2017 till 1:00 pm
2 nd Date	From the date of publication upto 27-05-2017 till 03:00 p.m.	28-05-2017 till 12:00 noon	28-05-2017 till 1:00 pm
3 rd Date	From the date of publication upto 30-05-2017 till 03:00 p.m.	30-05-2017 till 12:00 noon	30-05-2017 till 1:00 pm

LIST OF WORKS

Sr.	NAME OF SCHEME	Estimated Cost (in mill)	Completion Period	Cost of Tender	Earnest Money
1.	Constt. Of open surface drain A Ghafoor Talpur to school new Basti Essa Nonari to imam Bargah Akber to Bachaiyo Bahiyaya G, Fareed Shop ward 1.	1.3 m	06 months	2000	2%
2.	Constt. of Open Surface Drain Muhram Diary to Dhani Bux Kahskheli Gh. Khaskheli to Ali Mohd Chandio Essa Rind to Ali Hasan Rind Dhani Bux to Sheikh House Qaim Talpur to Trooh Kashkheli Khaki to model Younus Ujan Ibrahim Machhi to Rabdino Ujan	1.7 m	06 months	3000	2%
3.	Constt. of Open Surface Drain Wapda- Road to shell pump Qayomabad Ward No.2.	1.7 m	06 months	3000	2%
4.	Constt. of Open Surface Drain Village Mohd Hasan Buriro Ward No.3	0.30 m	06 months	2000	2%
5.	Constt. of Open Surface Drain Village Budho Chandio Ward No.4, Jatia	0.85 m	06 months	2000	2%
6.	Constt. of Open Surface Drain Village in Younus M. Din Meer Mohd	1.1 m	06 months	2000	2%

	Constt. of Open Surface Drain Ward No. 6 Jatia	0.85 m	06 months	2000	2%
	Constt. of Open Surface Drain Mlage Ibrahim Detho Ward No.7 Jatia	1.3 m	06 months	2000	2%
	Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia	1.3 m	06 months	2000	2%
9.	Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia	1.3 m	06 months	2000	2%
10.	Constt. of Disposal C/Wall @ Detha Col Jatia	1.0 m	06 months	2000	2%
11.	Constt. of Drainage RCC pipe line Sanghar road to Gulshan Sikandar main Nala Ward No.8-10 Jatia	2.0 m	06 months	3000	2%
12.	Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia	1.5 m	06 months	2000	2%
13.	Providing of Hydraulic Refuse van	Quoted Rate	03 months	5000	2%
14.	Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent.	Quoted rate	03 months	5000	2%
15.	Providing Tanker 6500 Galloon with all accessories	Quoted Rates	03 months	3000	2%
16.	Providing of fumigation spray Machine Town Committee Jatia	Quoted rates	03 months	2000	2%
17.	Providing o garbage Carts (Kachra card .150cc Power	Quoted rates	03 months	2000	2%

TOWN OFFICER
Town Committee Jatia

TOWN OFFICER
Town Committee
Jatia

Chairman
Town Committee Jatia

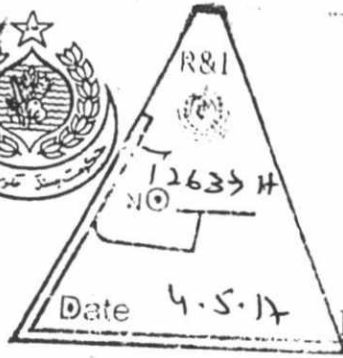
2298/17
Say No to Corruption

گورنمنٹ کالج کراچی



GOVERNMENT OF SINDH
LOCAL GOVERNMENT AND HOUSING
TOWN PLANNING DEPARTMENT

Karachi, dated the 4th May, 2017



NOTIFICATION

NO.SOA/LG/3(12)/2017: With the approval of Competent Authority, a Procurement Committee comprising on the following in Town Committee, Jatia, District Sanghar, is hereby constituted under Section-7 of SPPRA Rules 2010:-

- | | | |
|----|--|-----------|
| 1. | Engineer, Public Health Department, Sinjhor. | Chairman. |
| 2. | Municipal Engineer, Municipal Committee, Shahdadpur. | Member. |
| 3. | Town Officer, Town Committee, Jatia. | Member |

2. 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 of the award of contracts to the competent authority; and
- Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVERNMENT OF SINDH

No.SOA/LG/3(12)/2017,

Karachi, dated the 4th May, 2017

A copy is forwarded to:-

- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- The Director, Local Government, Shaheed Benazirabad @ Nawabshah.
- Officers concerned.
- The Assistant Director, Local Government, Sanghar.
- The Town Officer, Town Committee, Jatia.
- PS to Secretary, Local Government Department, Karachi.

(ALI GUL SANJRANI)
DEPUTY SECRETARY (GENERAL)



GOVERNMENT OF SINDH
LOCAL GOVERNMENT AND HOUSING
TOWN PLANNING DEPARTMENT

Karachi, dated the 4th May, 2017

NOTIFICATION

NO.SOA/LG/3(12)/2017: With the approval of Competent Authority, a **Redressal Committee** comprising on the following, is hereby constituted in Town Committee, Jatia, Taluka Shahdadpur, District Sanghar, regarding hosting of NIT of Development Schemes etc, as required under Rule 7 of the SPPRA Rules-2010:-

- | | | |
|----|--|-----------|
| 1) | Municipal Engineer, Municipal Committee, Sinjhora. | Chairman. |
| 2) | Accounts Officer, Municipal Committee, Shahdadpur. | Member |
| 3) | Town Officer, Town Committee, Jatia. | Member |

SECRETARY TO GOVERNMENT OF SINDH

No.SOA/LG/3(12)/2017.

Karachi, dated the 4th May, 2017

A copy is forwarded to:-

- 1) The Director, Sindh Public Procurement Regulatory Authority, Karachi.
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- 3) Officers concerned.
- 4) The Assistant Director, Local Government, Sanghar.
- 5) The Town Officer, Town Committee, Jatia.
- 6) PS to Secretary, Local Government Department, Karachi.

(ALI GUL SANJRANI)
DEPUTY SECRETARY (GENERAL)

Registration with Pakistan Engineering Council for the year 2017 and in the relevant category is required (Pakistan Engineering Council registration made for only specialization caterer whereas financial category is also required for the work having cost of Rs.4.00 (M) & above).

3. List of work and copy of letter of award of work/work orders equivalent cost of above.
4. Bid security of relevant amount.
5. The participants must quote the rates both in words and figures, incomplete / conditional tenders will not be accepted.
6. In case the date of opening is declared as a public holiday by the Government, or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.
7. The Procuring Agency may reject all or any bids subject to the relevant provisions of SPPRA-2010 rules (amendment 2013).
8. Conditional bid cannot be accepted.
9. Debarred contractors bid cannot be accepted.
10. Bid must be in sealed cover and experience certificate of similar nature of job must be attached with the bid.

**EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION-I
KARACHI**

INF-KRY:No.2286/17



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FOR THE BETTERMENT OF EDUCATION IN SINDH **TEXT**
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- xii. The bidders should submit prescribed amount of 5% earnest money as shown against each work in shape of Call Deposit prepared from the scheduled bank in favour of the undersigned (No pay order will be accepted)
- xiii. Affidavit to the effect that the firm/ contractor have not been black listed previously by any executing agency.
- xiv. Affidavit to the effect that all documents / particulars / information furnished are true and correct.
- xv. In case of firm, list of partners / Partnership Deed, giving full particulars of Directors/Proprietors of others connected alongwith power of attorney. In case of being sole proprietors, such undertaking on affidavit be furnished.
- xvi. Conditional/incomplete tenders will not be entertained.
- xvii. The undersigned and other competent authority reserve the right to reject any one or all the Bids as per provision of SPPRA Rule,2010.

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
KHAIRPUR**

INF-KRY:No.2309/17



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**OFFICE OF THE
TOWN COMMITTEE JATIA
TALUKA SHAHDADPUR**

No.T.C/Jatia/137/2017

Dated:25-04-2017

NOTICE OF INVITING FOR TENDER

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LIST OF WORKS

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**TOWN OFFICER Chairman
Town Committee Jatia Town Committee Jatia**

INF-KRY:No.2298/17



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درياسي سونو سحر معومي الموت مان درسي

آفيس آف دي تائون ڪميٽي جا تيا تعلقو شهدادپور

NO-TC/Jatia/155/2017 Dated:8-5-2017

درستي

وقت وڌايو ويو آهي:

هيٺ ڄاڻايل ڪينڊر نوٽيس جي ريفرنس تحت جيڪو وائيلڊ INF/KRY No: 2298/17 هيٺ مختلف اختيارن و 2017-4-29 کان 2017-5-01 تائين ڇڏيو هو.

سونن لاڳاپيل ماڻهن کي هن درستڪي ذريعي آگاهه ڪجي ٿو ته ڪينڊر گهرائڻ لاءِ نوٽيس ورتي ڇڏيو ويو آهي ۽ ڪولڻ واري تاريخ جيڪا 2017-05-20 مقرر ڪئي وئي هئي اها هتي وڌائي مغلن 2017-05-31 ڪئي وئي آهي.

ٻيڙي جي جاري ۽ ڪولڻ لاءِ شيڊيول

جاري ڪرڻ جي تاريخ: جمع ۽ ڪولڻ واري تاريخ ۽ وقت

2017-05-31 ڪينڊر جمع ڪرائي سگهبا 2017-05-31 تائين

جمع ڪرائڻ جو وقت منجهند 01 30

ڪينڊر جو ڪولڻ 2017-05-31

ڪينڊر ڪولڻ جو وقت منجهند 02 00

ڪينڊر نوٽيس ورتي ڇڏيو ويو آهي ۽ ضابطا ساڳيا رهندا

چيئرمين تائون ڪميٽي جا تيا تعلقو شهدادپور ضلعو سانگهڙ

INF_KRY/2489/17

شاخن ورتيڪن جو پاڻي ڏيڻ لڏپلاڻ روڪڻ وڃي

مئي ۾ عوامي شڪايت تي ايس ايج اڻ سميت تي اهلڪار معطل لائين حاضر

مئي (ڊا) ايس ايس پي ٿرپارڪر امير سعود مگسي ٿر جي ماڻهن کي بلاچوڙ تنگ ڪرڻ ۽ رشوت وٺڻ جي الزام تي ايس ايج اڻ ڪينسٽر سميت ٽن اهلڪارن کي معطل ڪري لائين حاضر ڪري ورتو آهي. جڏهن ته روزانا روز حادثن ۽ اولوونگ سبب 27 هيوي بسن کي جالان ڪيو ويو آهي. ان ڏس و معلوم ٿيو آهي ته ايس ايس پي ٿرپارڪر وٽان ڪيپٽن امير سعود مگسي عوامي شڪايت تي رشوت وٺڻ جي الزام تي ايس ايج اڻ ڪينسٽر ارباب علي راجپوت، اي ايس ايه محمد متن بچير، پوليس ڪانسٽيبل صابر علي کي معطل ڪري لائين حاضر ڪري ڇڏيو آهي.

مئي ۾ ٽي بي بيماري بابت جاڳرتا ريلي ڪئي وئي

مئي (ڊا) مئي ۾ ٽي بي ايج اڻ جي استغاف پاران ٽي بي جي بيمار لاءِ جاڳرتا ريلي سنٽس آفيس کان سول اسپتال مٿي ڏانهن ٽي بي ايسر صابر شاهي، ڊاڪٽر نجمه ڪرس عبدالقادر سميجو جي اڳواڻي ۾ ڪئي وئي. ان موقعي تي اڳواڻن جاڳرتا ريلي واري ڳالهائيندي چيو ته ٽي بي مرضي مرضن آهي جيڪو هڪ ماڻهو مان ٻئي ماڻهو ۾ ڪنگهون ۽ هڪ ٻرين واري ڪاٺي سان لهلجي ٿي جنهن مرض کان بچڻ لاءِ هر ماڻهو ٽي بي مرض و سبتلا ماڻهو معطل علاج ڪري.

مرواڻي تي ڪيو ٿي ٿي جي مرڪزي آڳاٽا

شاهه چيو ته سنڌ جا ماڻهو پنهنجي چونڊڪار لطف پلڙي جو سٺا ڏهن اياز هاري مزبور عوام جو سچو آواز آهي. هي بهت حڪمرانن ڪري سگهي ٿو ۽ انهن کان بچائي سگهي ٿو. سنڌ سان اهو حشر ڪيو آهي جيڪو ته پرويز مشرف ۽ اير ڪيو اير ڪرڻ چاهيو ته سنڌ کي تباهي ۽ ڪانسرو ڪجهه به ٿئي ٿي سگهي ٿو.

نقابا

پشما ڪئي گهروايس ويندي. قول باغ جو روهين جو محمد افضل چانڊيو رستي ۾ ٿي ٿو فوت ٿي ويو. ڪنهن علائقي واسين لاش ڏسي سول لائين پوليس کي اطلاع ڏنو. سول لائين پهتجي تحويل ۾ ڪئي. آڏو حالت ۾ پهچايو، جتي سج لهن تائين ڪور وارٽ بيٺا نه ڪميو، پوليس غسل ڪرڻ ڏين ۽ ڏهن ڪنهن اهڙي جملي هڪڙي چڙهي اهلڙي جي رضا اهلڪار کي غسل ڏيڻ لاءِ ڪئي وئي. وارٽ لهن پهتجي پنهنجي ويرين جي سڃاڻپ ڪري لاش کڻي ڪٽي.

نقابا

هو جنهن جي زخ کان بچاءُ جي ويڪسشن ٻن هتي پراج بهر لاهيو ويو هيو. جا ڏندا آهن حالت بيهوش جي حالت کيس تعلق اسپتال ڊاڪٽرن مرضن جي حالت کڻي جوڳي ٿي ريفر ڪيو. سنڌ سلامت خيدو اباد طرف وڃڻا ته تعلق اسپتال جي گيت تي ڪيو ٿو ڪي.

نقابا

سڃاڻي گهرواڻي برنمين آف جنرل سٽ جي

2. The contractors are required to submit their applications to DP&W Directorate (E-In-C's Branch GHQ Rawalpindi) for issuance of tender documents alongwith their complete credentials as shown at (Serial 8). The applications shall be scrutinized and the tender documents will only be issued to the firms who have sufficient experience in the relevant field and satisfy other special conditions required for the job and area. Tenders will only be issued to the scrutinized contractors. The tenders must be received by the accepting office i.e. DP&W Directorate (E-In-C's Branch GHQ Rawalpindi) by 25 May 2017 till 1130 hours and will be opened at 1200 hours on the same date.

NOTE:- Contractors shall provide certificate that they are not involved in any type of litigation with Government Department in the Court of Law and that no special report of Directorate of Inspection and Evaluation (E-In-C's Branch GHQ) is outstanding against them.

3. All firms / contractors will certify in writing that they are registered with Pakistan Engineering Council (PEC), and will submit a copy of their registration. Contractors not registered with PEC are ineligible to apply. Firms / contractors borne on approved List of MES in category 'A' or 'B' and also having experience of this type should only apply.

5. Firms / contractors who desire may be present at the time of opening of tenders.

6. The accepting officer reserves the right to accept or reject the tender. Rejected tenders will be dealt with as per Para 33 (1) of PPRA Rules 2004.

7. The interested parties can contact CMES (Army) Mir / ACE 5 Corps Karachi / authorized representative for further details from 0800 hours to 1500 hours on all working days.

8. Ser	Name of works executed during the last 2 years and in hand	Agency	Amount of Work	Time Allowed in Months	Date of Commencement	Date of Completion	%age progress of work in hand	Department Performance on each work from the Engineer in charge



We Serve Pakistan



OFFICE OF TOWN COMMITTEE TALUKA SHAHDADPUR SANGHAR

NO: TC/Jatia/155/2017

CORRIGEN

TIME EXTENTION:

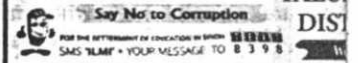
With reference to the Tender Notice mentioned No:2298/2017 in various News Papers on 29-04-2017

All the concern through this corrigendum at submission and opening of Tender subjected 'No. fixed at 20-05-2017 is hereby extended to next date SCHEDULE FOR ISSUE AND OPENING OF TENDERS'

Date of Issue upto	Date & Time of
31-05-2017	Submission of Tender Documents Time of Submission 01:30 Opening of Tender 31-05-2017 Time of Tender Opening

All other Terms & Conditions of the Tender shall remain the same.

INF-KRY:No.2489/17

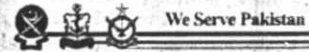


TENDER NO

Misc Items

1. Sealed Tenders on prescribed form to be submitted to Headquarters Karachi Logistics at 11:30 hours on 25/05/2017 for Meat items for its Karachi Garrison. The tenders will be opened on 26 May 2017 at 11:30 hours. The tenders will be available up to 1000 hours. For further details liaison/telephone inquiry can be made. The opening of tenders will be held at 11:30 hours.
3. Earnest Money 2% and 5% (as a condition of award) value (refundable) in the shape of Bank Draft in favour of 'Commander Karachi Logistics' attached with the tenders.

Deputy Assistant Director Supply
Headquarters Karachi Logistics
(Phone # 021-35829389)



NOTICE INVITING TENDERS

Sindh Bank Limited, operating currently with a network of 260 online branches in 130 cities across the country, would like to invite sealed bids under SPPRA Rules, 2010 (Amended 2017) for the following items:

S. No.	Tender Description	Tender No.	Bidding Procedure	Tender Collection (Start Date)	Tender Collection (End Date)	Tender Submission Date/Time	Tender/Bid Opening Date (Technical & Financial Bids)
01.	Supply and Installation of Brother, Samsung & HP Printer Toners and Drum Kits of Brother Printer or Equivalent	SNDB/COK/ADMIN/775/2017	Single-Stage, One-Envelope	09/05/2017 (during working hours)	23/05/2017 (during working hours)	24/05/2017 up to 1100 hours	24/05/2017 at 1200 hours
02.	Supply and Installation of Refilling & Recycling of Brother, Samsung & HP Printer Toners or Equivalent	SNDB/COK/ADMIN/776/2017	Single-Stage, One-Envelope	09/05/2017 (during working hours)	23/05/2017 (during working hours)	24/05/2017 up to 1130 hours	24/05/2017 at 1230 hours

Tender document containing evaluation criteria and other relevant details may be collected (during office hours) on submission of a written request on company's letterhead from the following address, upon payment of Rs. 300/- (non-refundable) for each tender, through pay order in the name of "SINDH BANK LIMITED".

Attachment of pay order of 5% of the total bid cost as Bid Security in the name of SINDH BANK LIMITED with the FINANCIAL PROPOSAL is mandatory. No tender will be accepted without Bid Security & such tender(s) will be rejected on the spot.

The bidder may download the tender document from Sindh Bank Ltd./SPPRA websites and deposit the same along with the tender fee.

In case of undesirable circumstances on submission/opening date & time or if the Government declares a holiday, the tender shall be submitted/opened on the next working day at the same time & venue.

This advertisement along with tender documents are also available on the websites of Sindh Bank Limited (www.sindhbankltd.com) & SPPRA (www.pprasindh.gov.pk).

Address for submission/venue of opening of tender documents is as under:

Information Technology Department
Sindh Bank Limited, Head Office, B-2 Floor, Federation House,
Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan
Office: (92-21) 35829389, Fax: (92-21) 35870543
E-mail: rashid.memon@sindhbankltd.com

یلام عام

ہاں سہ سنجیدگی سے تیار کر کے روانہ کیا جائے گا۔ خواہشمند حضرات

تاریخ
17-05-2017
30-05-2017
08-06-2017
21-06-2017

رواں ہوگا۔ چھاپہ تم حکموری آنے کے بعد ادا کرنی ہوگی۔

بزرگ

میں مملوک کی حیثیت میں۔

اشتر

لیفٹیننٹ کرنل مرزا ناصر احمد
ایس ڈی آرمی اینڈ ایئر ایف بی کے لاگ 5 کو
021-560-32221





OFFICE OF THE TOWN COMMITTEE JATIA
TALUKA SHAHDADPUR DISTRICT SANGHAR

NO:TC/Jatia/155/2017

Dated: 8/5/17

CORRIGENDUM

TIME EXTENTION:-

With reference to the Tender Notice mentioned below, published vide INF/KRY No:2298/2017 in various News papers on 29.04.2017 and 01.05.2017.

All the concern through this corrigendum are hereby informed that the date of submission and opening of Tender subjected "**Notice of Inviting tender**" which was fixed at 20-05-2017 is hereby extended to next date i.e. 31.05.2017.

SCHEDULE FOR ISSUE AND OPENING OF BIDS

<u>Date of issue upto</u>	<u>Date & Time submission & opening</u>
31.05.2017	Submission of Tender Documents 31.05.2017 Time of Submission 01:30 P.M Opening of Tender 31-05-2017 Time of Tender opening 02:00 P.M

All other terms & conditions of the Tender Notice subject above shall remain the same.

CHAIRMAN
TOWN COMMITTEE JATIA
TALUKA SHAHDADPUR
DISTRICT SANGHAR

Copy forwarded to:

1. The Secretary, Local Government Department, Karachi.
2. The Director, Local Government Shaheed Benazirabad.
3. The Assistant Director, Local Government Sanghar.
4. The Assistant Director, Local Funds Audit, Sanghar.
5. The Assistant Director, Sindh Public Procurement Regulatory Authority, (SPPRA) Karachi.

CHAIRMAN
TOWN COMMITTEE JATIA
TALUKA SHAHDADPUR
DISTRICT SANGHAR

R&I Incharge
Advertisement Section
Information Department
Govt. of Sindh, Karachi

QUANTITY OF BILLS

Open Surface Drain

Name of Work: **Detail Working Open Surface Drain & A.Gfloor Talpur To School New Basti Essa Nonari To Imam Bargah To Akbar To Bachayo & Ghulam Fareed Shop To Pole Ward No.1**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	3850.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	12,229
2	922.00	C.C plain i/c placing compacting finishing & quarring screening washing of aggregate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	104,083
3	3150	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	376,374.6
4	1000	Const of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
	300	Type B	174	P.rft	52,200
5	4,200	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3016	P.%sft	126,664.44
6	471.00	R.C.C work in roof slabs beams columns lintels & other structure laid in position 1.2.4 (CSI.Np.6.P.18)	337	P.cft	158,727.00
7	18.90	Fabrication of M/S reinforcement i/c cutting jointing & bending laying in position rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	94,532.13

Total:- 1,018,810


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS
Open Surface Drain

Name of Work:

Detail Working Open Surface Drain & Mohram To Dhani Bux Khaskheli, Ghulam Khaskheli To Ali Muhammad Chandio, Essa Rind To Ali Hasan Rind, Dhani Bux To Shiekh House, Qaim Talpur To Trooh Khaskheli, Khaki To M. Yonus Ujhan, Ibrahim Machi To Rab Dino Ujhan Ward No.1

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	5650.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	17,946
2	1318.00	C.C plain i/c placing compacting finishing & curring screening washing of aggregate ratio (1.4.8.) (CSI.No.P.15)	11288.8	P.cft%	148,786
3	4350	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	519,755.4
4	1000	Constt of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
	700	Type B	174	P.rft	121,800
5	5,800	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	174,917.56
6	450.00	R.C.C work in roof slabs beams columns lintels & other structure laid in position 1.2.4 (CSI.Np.6.P.18)	337	P.cft	151,650.00
7	18.00	Fabrication of M/S reinforcement i/c cutting joining & bending laying in position rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	90,030.60

Total:- 1,318,886


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur



QUANTITY OF BILLS**Open Surface Drain**

Name of Work: **Detail Working Open Surface Drain @ Wapda Road To Shell Pump, Qayoomabad Ward No.2.Jatia**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	5650.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	17,946
2	1318.00	C.C plain i/c placing compecting finishing & qurring screening washing of agrigate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	148,786
3	4350	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	519,755.4
4	1000	Constt of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
	700	Type B	174	P.rft	121,800
5	5,800	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	174,917.56
6	450.00	R.C.C work in roof slabs beams columns lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	151,650.00
7	18.00	Fabrication of M/S reinforcement i/c cutting joinding & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	90,030.60

Total:- 1,318,886


Municipal Engineer
Municipal Committee Shahdadpur

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Contractor


Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS

Open Surface Drain

Name of Work: **Detail Working Open Surface Drain @ Village Muhammad Hasan Buriro Ward No.3 Jatia**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	1313.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	4,170
2	219.00	C.C plain i/c placing compacting finishing & curring screening washing of aggregate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	24,722
3	788	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	94,153.4
4	350	Const of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	32,900
5	1,050	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	31,666.11
6	90.00	R.C.C work in roof slabs beams columns lintels & other structure laid in position 1.2.4 (CSI.Np.6.P.18)	337	P.cft	30,330.00
7	3.6	Fabrication of M/S reinforcement i/c cutting jointing & bending laying in position rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	18,006.12

Total:- 235,949

[Signature]
Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor

[Signature]
Municipal Engineer

Municipal Committee Shahdadpur

QUANTITY OF BILLS

Open Surface Darin

Name of Work: **D/W/E For Const; of Open Surface Drain at Village Budho Chandio Ward No.4.Twon Committee Jatia**

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	700	Dismantling Cement Concrete Plain 1.2.4(GSI.No.19.C.P.10)	3327.50	P.% cft	23292.50
2	300	Dismantling Brick Work in lime or Cement Mortar (GSI.No.13.P.10)	1286	P.% cft	3856.89
3	3252	Excavation in foundation of building bridges and other struture i/c debelling dressing refilling around structure with excavatad earth watering and ramming lead up to 5ft (GSI.No.18.P.4)	3176.25	P.% cft	10329.17
4	759	Cement Concrete plain i/c placing compacting finishing and curing Ratio 1.2.4 i/c screening and washing at ston aggregate without shuttering (GSI.No.5.P.14)	11288.75	P.% cft	85681.61
5	1800	Pacca brick work in foundation and plain in cement sand mortor Ratio (1.6)(GSI.No.4C.P.19)	11948.36	P.% cft	215070.48
6	600	Consturion of stndard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	94.00	P.Rft	56400.00
	400		174.00	P.Rft	69600.00
7	291	R.CC work i/c all laour material except the cost of reinforcement and its laour for bending which will be paid separately. This rate also include of all kinds of forms filling shuttering curing rendering and washing of shingle (a) R.C. work roof slabs beams columns rafts lintels and other structure member laid in position complete all respect ration 1:2:4 (G.S.I. No.6P-18).	337.00	P.Cft	98067.00
8	10.393	Fabrication of mild stel reinforcement for cement concrete including bending and binding laying in position making of joints and fastening i/c cost of binding wire also includes removal rust from bars . (G.S.I. No. 7 (a) P-19)	5001.70	P.Cwt	51982.67



9	2500	Cement plaster 1:4 up to 12' height ½" thick (G.S.I.No. __11 P/57).	2283.93	P.% Sft	57098.25
10	4800	Supply filling sand under floor and plugging in wells (GSI.No.29.P.26)	1141.25	P.%cft	54780.00
11	4800	laying earth in 6" layer & levelling dressing & watering for compaction etc complete (GSI.No.13.(b).P.4)	354.00	P.% cft	1699.20

Total:- 727857.77

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur



QUANTITY OF BILLS

Open Surface Drain

Name of Work: **Detail Working Open Surface Drain @ Village Yonus, Muhammad Din, Mir Muhammad, Ahmad Din Ward No.6 Jatia**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	3400.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	10,799
2	823.00	C.C plain i/c placing compecting finishing & qurring screening washing of agrigate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	92,907
3	2850	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	340,529.4
4	1000	Constt of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
	200	B Type	174	P.rft	34,800
5	3,800	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	114,601.16
6	311.00	R.C.C work in roof slabs beams columns lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	104,807.00
7	12.5	Fabrication of M/S reinforcement i/c cutting joining & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	62,521.25

Total:- 854,965



I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS

Open Surface Darin

Name of Work: **D/W/E For Const; of Open Surface Drain at Village Ibrahim Detho Ward No.7.Town Committee Jatia**

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	700	Dismantling Cement Concrete Plain 1.2.4(GSI.No.19.C.P.10)	3327.50	P.% cft	23292.50
2	300	Dismantling Brick Work in lime or Cement Mortar (GSI.No.13.P.10)	1286	P.% cft	3856.89
3	3252	Excavation in foundation of building bridges and other struture i/c debelling dressing refilling around structure with excavatad earth watering and ramming lead up to 5ft (GSI.No.18.P.4)	3176.25	P.% cft	10329.17
4	759	Cement Concrete plain i/c placing compacting finishing and curing Ratio 1.2.4 i/c screening and washing at ston aggregate without shuttering (GSI.No.5.P.14)	11288.75	P.% cft	85681.61
5	1800	Pacca brick work in foundation and plain in cement sand mortor Ratio (1.6)(GSI.No.4C.P.19)	11948.36	P.% cft	215070.48
6	600	Constnution of stndard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	94.00	P.Rft	56400.00
	400		174.00	P.Rft	69600.00
7	291	R.CC work i/c all laour material except the cost of reinforcement and its laour for bending which will be paid separately. This rate also include of all kinds of forms filling shuttering curing rendering and washing of shingle (a) R.C. work roof slabs beams columns rafts lintels and other structure member laid in position complete all respect ration 1:2:4 (G.S.I. No.6P-18).	337.00	P.Cft	98067.00
8	10.393	Fabrication of mild stel reinforcement for cement concrete including bending and binding laying in position making of joints and fastening i/c cost of binding wire also includes removal rust from bars . (G.S.I. No. 7 (a) P-19)	5001.70	P.Cwt	51982.67



9	2500	Cement plaster 1:4 up to 12' height ½" thick (G.S.I.No. __11 P/57).	2283.93	P.% Sft	57098.25
10	4800	Supply filling sand under floor and plugging in wells (GSI.No.29.P.26)	1141.25	P.%cft	54780.00
11	4800	laying earth in 6" layer & levelling dressing & watering for compaction etc complete (GSI.No.13.(b).P.4)	354.00	P.% cft	1699.20

Total:- 727857.77


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur



QUANTITY OF BILLS**Open Surface Drain**

Name of Work: **Detail Working Open Surface Drain @ Gulashan Sikandar Colony Ward No.8
Jatia**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	3850.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	12,229
2	922.00	C.C plain i/c placing compacting finishing & curring screening washing of aggregate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	104,083
3	3150	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	376,374.6
4	1000	Constt of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
5	300	B Type	174	P.rft	52,200
5	4,200	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	126,664.44
6	471.00	R.C.C work in roof slabs beams columns lintels & other structure laid in position 1.2.4 (CSI.Np.6.P.18)	337	P.cft	158,727.00
7	18.9	Fabrication of M/S reinforcement i/c cutting jointing & bending laying in position rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	94,532.13

Total:- 1,018,810


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS**Open Surface Drain**

Name of Work: **Detail Working Open Surface Drain @Moosa Nagar Colony & Essa Makorani Ward No.10.Jatia**

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	3850.00	Excavation in foundation of building bridges and other structure i/c dagbelling dressing refilling with excavated earth lead upto one chain etc (CSI.No.18.P.4)	3176.30	P.cft%	12,229
2	922.00	C.C plain i/c placing compecting finishing & qurring screening washing of agrigate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	104,083
3	3150	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	376,374.6
4	1000	Constt of standard open type drain design profile as per drawing section etc (CSI.No.4.P.39)	94	P.rft	94,000
	300	B Type	174	P.rft	52,200
5	4,200	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3015.82	P.%sft	126,664.44
6	471.00	R.C.C work in roof slabs beams columns lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	158,727.00
7	18.9	Fabrication of M/S reinforcement i/c cutting joiding & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	94,532.13

Total:- 1,018,810


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS

Name of Work: **Detail Working Estimate C/Wall @ Disposal Detha Colony Ward No.8**

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1280	Excavation in foundation of building bridges and other structure i/c debelling dressing refilling around structure with excavated earth watering and ramming lead up to 5ft (GSI.No.18.P.4)	3176.25	P.‰	4065.60
2	470	Cement Concrete plain i/c placing compacting finishing and curing Ratio 1.2.4 i/c screening and washing at ston aggregate without shuttering (GSI.No.5.P.14)	11288.75	P.‰	53057.13
3	1083	Pacca brick work in foundation and plain in cement sand mortor Ratio (1.6)(GSI.No.4C.P.19)	11948.40	P.‰	129401.17
4	311	R.CC work i/c all laour material except the cost of reinforcement and its laour for bending which will be paid separately. This rate also include of all kinds of forms filling shuttering curing rendering and washing of shingle (a) R.C. work roof slabs beams columns rafts lintels and other structure member laid in position complete all respect ration 1:2:4 (G.S.I. No.6P-18).	337.00	P.Cft	104807.00
5	1603	Pucca Brick work in ground floor with cement sand mortar 1.6 (CSI.No.16.P.24)	12674.40	P.cft%	203170.63
6	100	C.C plain i/c placing compacting finishing & qurring screening washing of agrigate ratio (1.2.4)(CSI.No.6.P.15)	14429.30	P.cft%	14429.30
7	4416	Cement plaster 1.4 upto 12.hight 3/4' thick (CSI.No.16.P.18)	3015.82	P.% sft	133178.61
8	12.5	Fabrication of mild stel reinforcement for cement concrete including bending and binding laying in position making of joints and fastening i/c cost of binding wire also includes removal rust from bars . (G.S.I. No. 7 (a) P-19)	5001.70	P.Cwt	62521.25
9	78	M/F steel grated door & wimdown iron sheet etc (CSI No.16.P.48)	726.70	P.% Sft	56682.60



10	5216	White wash three coat etc (CSI.No.26.P.53)	830.00	P.% Sft	43292.80
11	5216	Colour wash two coat etc (CSI.No.25.P.53)	859.00	P.% Sft	44805.44
12	156	Preparing the surface & painting door & window three coat new surface (CSI.No.5.P.77)	2116.40	P.% Sft	3301.58

Total:- 852713.11


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur



QUANTITY OF BILLS

Main Nala

Name of Work: Detail Working Estimate Drainage R.C.C Pipe Line @ Sanghar Road To Gulshan Sikandar Main Nala Ward No.8.10

Name of Agency _____

S.#	Qty	Items	Rate	Unit	Amount
1	16800.00	Excavation for pipe line in trenches and pits in soft soil i/c trimming dressing sides alligment & shape levelling of bed etc complete (CSI.No.A.1.P.60)	3630.00	P.cft%	60,984
2	2800.00	C.C plain i/c placing compacting finishing & curring screening washing of aggregate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	316,086
3	2413	Pucca brick work in foundation with cement sand mortar 1.6 (CSI.No.6.P.22)	11948.4	P.cft%	288,314.9
4	1320	P/L R.C.C pipe & collar of class B & fixing in trenches fitting & joining etc	412	P.rft	543,840
5	3,218	Cement plaster 1.4 upto 12 hight 3/4 thick (CSI No.16.P.18)	3016	P.%sft	97,049.09
6	208.00	R.C.C work in roof slabs beams columns lintels & other structure laid in position 1.2.4 (CSI.Np.6.P.18)	337	P.cft	70,096.00
7	8.40	Fabrication of M/S reinforcement i/c cutting joining & bending laying in position rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	42,014.28
8	14,280.00	Refilling excavated earth on stuff & dressing earth etc (CSI.No.16.P.20)	2760	P% cft	39,412.80

Total:- 1,457,797


Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer
Municipal Committee Shahdadpur

QUANTITY OF BILLS

Open Surface Darin

Name of Work: **D/W/E For Const; of Open Surface Drain at Main Road Ward No;8-9 Town Committee Jatia**

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1575	Dismantling Cement Concrete Plain 1.2.4(GSI.No.19.C.P.10)	3327.50	P.% cft	52408.13
2	675	Dismantling Brick Work in lime or Cement Mortar (GSI.No.13.P.10)	1286	P.% cft	8678.00
3	7325	Excavation in foundation of building bridges and other struture i/c debelling dressing refilling around structure with excavatad earth watering and ramming lead up to 5ft (GSI.No.18.P.4)	3176.25	P.% cft	23266.03
4	1018.75	Cement Concrete plain i/c placing compacting finishing and curing Ratio 1.2.4 i/c screening and washing at ston aggregate without shuttering (GSI.No.5.P.14)	11288.75	P.% cft	115004.14
5	3375	Pacca brick work in foundation and plain in cement sand mortor Ratio (1.6)(GSI.No.4C.P.19)	11948.36	P.% cft	403257.15
6	200	Constrution of stndard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	94.00	P.Rft	18800.00
	1300		174.00	P.Rft	226200.00
7	657	R.CC work i/c all laour material except the cost of reinforcement and its laour for bending which will be paid separately. This rate also include of all kinds of forms filling shuttering curing rendering and washing of shingle (a) R.C. work roof slabs beams columns rafts lintels and other structure member laid in position complete all respect ration 1:2:4 (G.S.I. No.6P-18).	337.00	P.Cft	221409.00
8	23.464	Fabrication of mild stel reinforcement for cement concrete including bending and binding laying in position making of joints and fastening i/c cost of binding wire also includes removal rust from bars . (G.S.I. No. 7 (a) P-19)	5001.70	P.Cwt	117359.89



9	4030	Cement plaster 1:4 up to 12' height ½" thick (G.S.I.No. __11 P/57).	2283.93	P.% Sft	92042.38
10	1125	Supply filling sand under floor and plugging in wells (GSI.No.29.P.26)	1141.25	P.%cft	12839.06
11	1125	laying earth in 6" layer & levelling dressing & watering for compaction etc complete (GSI.No.13.(b).P.4)	354.00	P.% cft	398.25

Total:- 1291662.03

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor

[Signature]
Municipal Engineer
Municipal Committee Shahdadpur



QUANTITY OF BILLS

NIT No:TC/J/Gen/

/2016

Dated:

Name of Work: Providing of Hydraulic Refuse Van

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1	Providing of Hydraulic Refuse Van	open rate	per job	


Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer

Municipal Committee Shahdadpur



QUANTITY OF BILLS

NIT No:TC/J/Gen/

/2016

Dated:

Name of Work:

providing of tractor i/c front hydraulic loader & it all accessories are equivalent

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1	<u>providing of tractor i/c front hydraulic loader & it all accessories are equivalent</u>	open rate	per job	


Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer

Municipal Committee Shahdadpur



QUANTITY OF BILLS

NIT No:TC/J/Gen/

/2016

Dated:

Name of Work:

providing of tanker 6500 gallon with all accessoies

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1	providing of tanker 6500 gallon with <u>all accessoies</u>	open rate	per job	


Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer

Municipal Committee Shahdadpur



QUANTITY OF BILLS

NIT No:TC/J/Gen/

/2016

Dated:

Name of Work:

providing of fumigation spray machine

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1	providing of fumigation spray machine	open rate	per job	


Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer

Municipal Committee Shahdadpur



QUANTITY OF BILLS

NIT No:TC/J/Gen/

/2016

Dated:

Name of Work:

providing of garbage carts(kachra carts raksha 150cc power

Name of Agency _____

S.No	Qty	Items	Rate	Unit	Amount
1	1	providing of garbage carts(kachra carts raksha 150cc power	open rate	per job	


Municipal Engineer

Municipal Committee Shahdadpur

I am agreed for execution of above said work/Job at the _____ % above/below of S.R.

Contractor


Municipal Engineer

Municipal Committee Shahdadpur



OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Ghafoor Talpur To School Essa Nonari To Imambarg & Freed Shop To Pol Ward No.1.Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,300,000.0 /=
- e. Amount of Bid Security:- Rs. 26,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31-05-2017 at 01:30 pm ~~upto 12 a.m~~
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee).



Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Mehram Dahri To Dhani Bux Khaskheli & Other Area Ward No.1 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,700,000.0 /=
- e. Amount of Bid Security:- Rs. 34,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm upto 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Wapda Road To Shell Pump & Qayoomabad Ward No.2 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,700,000.0 /=
- e. Amount of Bid Security:- Rs. 34,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12:a.m
?
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Village Mohd Hassan Buriro Ward No.3 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 300,000.0 /=
- e. Amount of Bid Security:- Rs. 6,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.17 at 01:30 pm up to 12:a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Village Budho Chandio Ward No.4 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 850,000.0 /=
- e. Amount of Bid Security:- Rs. 17,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)





Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Village Younas M.Din.Meer Mohd & Ahmed Din Ward No.6 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,100,000.0 /=
- e. Amount of Bid Security:- Rs. 22,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm upto 12 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Village Ibrahim Detho Ward No.7 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 850,000.0 /=
- e. Amount of Bid Security:- Rs. 17,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm upto 12.a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)



[Signature]
Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Gulshan-E-Sikandar Colony Ward No.8 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,300,000.0 /=
- e. Amount of Bid Security:- Rs. 26,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm ~~upto 12 a.m~~
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)





Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const:Of Open Surface Drains @ Moosa Nagar Colony & Essa Makarni Ward No.10 Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,300,000.0 /=
- e. Amount of Bid Security:- Rs. 26,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12.a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Const:Of Compound Wall Disposal Work Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,000,000.0 /=
- e. Amount of Bid Security:- Rs. 20,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for P/L/J Testing RCC Pipe Line 18" Dia I/C Manhole @ Sanghar Road To Gulshan-E-Sikandar Ward No.8.10.Town Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 2,000,000.0 /=
- e. Amount of Bid Security:- Rs. 40,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12.00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- D/W/E for Const.Of Open Surface Darin @ Main Road Ward No.8.9 Twon Committee Jatia
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Rs. 1,500,000.0 /=
- e. Amount of Bid Security:- Rs. 30,000.00 /=
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
31.05.2017 at 02:00pm
- k. Time for Completion from written order of commence:- Three months (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Providinn of Hyderaulic Refuse Van
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Open
Rs. rate/Offer
rate
- e. Amount of Bid Security:- 2% On
Rs. quotated
rate
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10 % of Contract Price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tex & 8% SD
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
@ 1:00 pm on 31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- Three
Six months (01/3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 2,000.00 /= (Tender Documents Fee)




[Signature]
Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Providing of Tractor i/c Fornt Hydraulic Loader & it all Accessories are Equivalent
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Open
Rs. rate/Offer
rate
- e. Amount of Bid Security:- 2% On
Rs. quotated
rate
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% income Tex & 8% SD
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
@ ~~1:00 pm~~ on 31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- ^{Three Months}
Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 2,000.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Providing Tanker 6500 Gallon with all Accessories
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :-
Open
Rs. rate/Offer
rate
- e. Amount of Bid Security:-
2% On
Rs. quoted
rate
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tex & 8% SD
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30 pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
@ ~~1:00 pm~~ on 31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- ~~Three~~ months (6) (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date:
Amount:- Rs. 2,000.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Providing of Fumigation Spray Machine
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Open
Rs. rate/Offer
rate
- e. Amount of Bid Security:- 2% On
Rs. quotated
rate
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Incom Tex & 8% SD
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
@ 1:00 pm on 31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- ~~Three~~ months (6) (3)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 2,000.00 /= (Tender Documents Fee)




Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

"BIDDING DATA"

- a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar
- b. Brief Description of Works:- Providing of Garbage Carts (Karchra Carts Raksha 1500 cc Power)
- c. Procuring Agency's address:- Office of The Town Committee Jatia District Sanghar
- d. Estimated Cost :- Open
Rs. rate/Offer
rate
- e. Amount of Bid Security:- 2% On
Rs. quoted
rate
- f. Period of Bid Validity (days):- Ninety Days (90)
- g. Security Deposit:-(including bid security):- 10% of contract price
- h. Percentage, if any, to be deducted from bills:- 7.5% Income Tex & 8% SD
- i. Deadline for Submission of Bids along with time:- 31.05.2017 at 01:30pm up to 12:00 a.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Jatia District Sanghar
~~@ 1:00 pm on~~ 31.05.2017 at 02:00 pm
- k. Time for Completion from written order of commence:- ~~Twelve~~ 6 months (63)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Rs. 2,000.00 /= (Tender Documents Fee)
Amount:-



[Handwritten Signature]
Town Officer
Town Committee Jatia

OFFICE OF THE TOWN COMMITTEE JATIA DISTRICT SANGHAR

Instructions to Bidders/ Procuring Agencies regarding NIT No TC/J/Gen/ /201 dated: - -2017
for works serial No.1 to 17

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

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 offered ratep . 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.



Town Officer
Town Committee Jatia

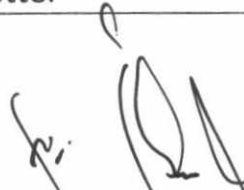
OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

BIDDER'S ELIGIBILITY / QUALIFICATION CRITERIA

*Regarding the NIT of this office bearing No.TC/J/GEN/____/201_ Dated:
(Applicable on Tenders from Sr.o1 to 17) (Rule No.21 (1)/ a SPPRA Rules 2010)*

ELIGIBILITY / QUALIFICATION CRITERIA

S.No	Required Eligibility /Qualification Criteria
1	Registration with PEC
2	NTN (Number)
3	Sales Tax Registration (Where Applicable)
4	Registration with Sindh Revenue Board (SRB)
	<u>Qualification Criteria</u>
6	Minimum Three Year Experience of Relevant Filed
7	Turnover of at Least Last Three Years
8	Bid Security must be attached
9	Bid is signed, named and stamped by the authorized person of the firm /contractor along with Authorization Letter


Town Officer
Town Committee Jatia



Scheme No.1

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
GHAFOOR TALPUR TO SCHOOL ESSA NONARI TO IMAMBARGAH &
FREED SHOP TO POL WARD NO.1 TWON COMMITTEE JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia




MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.2

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
MEHRAM DAHRI TO DHANI BUX KHASKHELI & OTHER AREA WARD
NO.1 TWON COMMITTEE JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 contract 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia




MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHANDADPUR



Scheme No.3

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
WAPDA ROAD TO SHELL PUMP & QAYOOMABAD WARD NO.2 TWON
COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 contract 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
VILLAGE MOHD HASSAN BURIRO WARD NO.3 TWON COMMITTEE
JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-

- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 contract 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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.

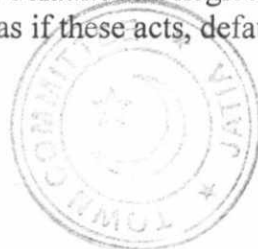
(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.

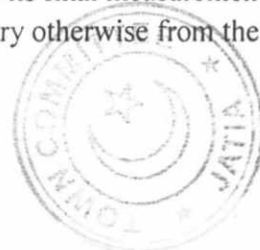
(B) Secured Advance against materials brought at site.

(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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia





OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
VILLAGE BUDHO CHANDIO WARD NO.4 TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.

(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:

(A) Inspection of Operations. The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia





OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
VILLAGE YOUNAS,M,DIN,MEER MOHD & AHMED DIN WARD NO.6
TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.

(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:

(A) Inspection of Operations. The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia





OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
VILLAGE IBRAHIM DETHO WARD NO.7 TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated basis.

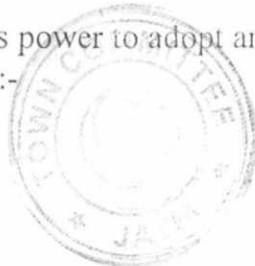
Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-

- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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.

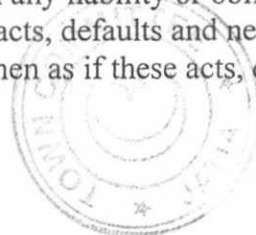
(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia







Scheme No.8

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
GULSHAN-E-SIKANDAR COLONY WARD NO.8 TWON COMMITTEE
JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia


MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR.

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
MOOSA NAGAR COLONY & ESSA MAKRANI WARD NO.10 TWON
COMMITTEE JATIA

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 wok, 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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.



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 Administrator.
- (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.

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(B) Dates for Inspection and Testing. The Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia


MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.10

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-CONSTT OF COMPOUND WALL DISPOSAL WORK DETHA COLONY TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.11

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR P/L/J & TESTING RCC PIPE LINE 18"DIA
I/C MENHOLE AT SANGHAR ROAD TO GUKSHAN-E-
SIKANDAR WARD NO.8.10 TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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). Town Committee Jatia, through it authority 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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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



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 Administrator.

(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:

(A) Inspection of Operations. The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor

Accounts Officer
Town Committee Jatia




MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.12

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:-D/W/E FOR CONSTT OF OPEN SURFACE DARIN @
MAIN ROAD WARD NO.8.9 TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorated 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). Town CommitteeJatia, through it authority may terminate the contract ifeither of the following conditions exits:-

- (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 Town Committee Jatiahas 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia


MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.13

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:- **PROVIDING OF HYDRAULIC REFUSE VAN @**
TWON COMMITTEE JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia


MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.14

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:- **PROVIDING OF TRACTOR I/C FRONT HYDRAULIC
LOADER & IT ALL ACCESSORIES ARE EQUIVALENT
@ TWON COMMITTEE JATIA**

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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)** Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHADAPUR



Scheme No.15

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:- PROVIDING OF TANKER 6500 GALLON WITH ALL ACCESSORIES @ TWON COMMITTEE JATIA

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 wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR



Scheme No.16

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:- PROVIDING OF FUMIGATION SPRAY MACHINE @
TWON COMMITTEE JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 contract 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR.



Scheme No.17

OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Name of work:- PROVIDING OF GARBAGE CARTS (KACHRA CARTS
RAKSHA 150CC POWER @ TWON COMMITTEE JATIA

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 wok, 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). Town Committee Jatia, through it authority may terminate the contract if either of the following conditions exits:-
- (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 Town Committee Jatia 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 Town Committee Jatia (through its authority), 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 Assistant Engineer in writing regarding the performance of such work and has not been paid.

Town Committee Jatia may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Assistant 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 Town Committee Jatia 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 Town Committee Jatia 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 Assistant Engineer Town Committee Jatia 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 Town Committee Jatia 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) Town Committee Jatia 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 Town Committee Jatia 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 contract 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 Administrator.
- (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:

(A) **Inspection of Operations.** The Assistant 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 Assistant 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 Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant 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 Assistant Engineer Town Committee Jatia. 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 Town Committee Jatia (Authority) 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.


Chairman
Town Committee Jatia

Contractor



Accounts Officer
Town Committee Jatia



MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR