ICE OF THE TOWN COMMITTEE JATIA TALUKA SHAHDADPUR

No.T.C/Jatia/<u>/27</u>+2017

Dated 25-4-2117

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 L	IST ATTA	CHED		

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 clues of SPPRA 2010.

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

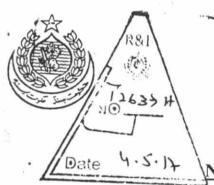
n Ward No. 6 Jatia				
lage Ibrahim Detho Ward No.7 Jatia	0.85 m	06 months	2000	2%
Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia	1.3 m	06 months	2000	2%
Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia	1.3 m	06 months	2000	2%
@ Detha Col Jatia	1.0 m	06 months	2000	2%
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%
Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia	1.5 m	06 months	2000	2%
Providing of Hydraulic Refuse van	Quoted Rate	03 months	5000	2%
Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent.	Quoted rate	03 months	5000	2%
Providing Tanker 6500 Galloon with all accessories	Quoted Rates	03 months	3000	2%
Providing of fumigation spray Machine Town Committee Jatia	Quoted rates	03 months	2000	2%
Providing o garbage Carts (Kachra card	Quoted rates	03 months	2000	2%
	Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia Constt. of Disposal C/Wall ② Detha Col Jatia Constt. of Drainage RCC pipe line Sanghar road to Gulshan Sikandar main Nala Ward No.8-10 Jatia Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia Providing of Hydraulic Refuse van Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent. Providing Tanker 6500 Galloon with all accessories Providing of fumigation spray Machine Town Committee Jatia	Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia Constt. of Disposal C/Wall ② Detha Col Jatia Constt. of Drainage RCC pipe line Sanghar road to Gulshan Sikandar main Nala Ward No.8-10 Jatia Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia Providing of Hydraulic Refuse van Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent. Providing Tanker 6500 Galloon with all accessories Providing of fumigation spray Machine Town Committee Jatia Providing o garbage Carts (Kachra card Quoted	Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia Constt. of Disposal C/Wall @ Detha Col Jatia Constt. of Drainage RCC pipe line Sanghar road to Gulshan Sikandar main Nala Ward No.8-10 Jatia Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia Providing of Hydraulic Refuse van Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent. Providing Tanker 6500 Galloon with all accessories Rates Providing of fumigation spray Machine Town Committee Jatia Providing o garbage Carts (Kachra card Quoted O3 months rates	Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Ghulam - Sikandar Col./Jatia Ward No.8 Jatia Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No. 10 Jatia Constt. of Disposal C/Wall Detha Col Jatia Constt. of Drainage RCC pipe line Sanghar road to Gulshan Sikandar main Nala Ward No.8-10 Jatia Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia Providing of Hydraulic Refuse van Providing Tractor i/c front hydraulic loader & it all accessories are Equivalent. Providing Tanker 6500 Galloon with all accessories Providing of fumigation spray Machine Town Committee Jatia Providing o garbage Carts (Kachra card Providing o garbage Carts (Kachra card Providing of garbage Carts (Kachra card Providing o garbage Carts (Machra card Providing O garbage

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GOVERNMENT OF SINDII 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:-

Engineer, Public Health Department, Sinjhoro. Chairman.
 Municipal Engineer, Municipal Committee, Shahdadpur. Member.

Town Officer, Town Committee, Jatia.

Member

 The functions and responsibilities of Procurement Committee shall be as under:-

(Section-8 of SPPRA Rule 2010)

i) Preparing bidding documents.

ii) Carrying out technical as well as financial evaluation of the bids.

iii) Preparing evaluation report as provided in Rule 45.

 Making recommendations of the award of contracts to the competent authority; and

v) 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:-

- 1. The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- 2. The Director, Local Government, Shaheed Benazirabad @ Nawabshah.
- 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)



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:-

Municipal Engineer, Municipal Committee, 1) Sinjhoro.

Accounts Officer, Municipal Committee, 2) Shahdadpur.

Town Officer, Town Committee, Jatia. 3)

Chairman.

Member

Member

SECRETARY TO GOVERNMENT OF SINDH

Na.SOA/LG/3(12)/2017.

A copy is forwarded to:-

Karachi, dated the 4th May, 2017

- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
 The Director, Local Government, Shaheed Benazirabad @ Nawabshah.
- 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)

- 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).
- List of work and copy of letter of award of work/work orders equivalent cost of above.
- Bid security of relevant amount.
- The participants must quote the rates both in words and figures, incomplete / conditional tenders will not be accepted.
- 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.
- The Procuring Agency may reject all or any bids subject to the relevant provisions of SPPRA-2010 rules (amendment 2013).
- Conditional bid cannot be accepted.
- urs offers dividing Debarred contractors bid cannot be accepted.
- Bid must be in sealed cover and experience certificate of similar na-ture of job must be attached with the bid.

EXECUTIVE ENGINEER **EDUCATION WORKS DIVISION-I**

INF-KRY:No.2286/17

KARACHI



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as per given schedule on next working day. Ozlasii, 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)

Affidavit to the effect that the firm/ contractor have not been black listed previously by any executing agency.

Affidavit to the effect that all documents / particulars / information furnished are true and correct.

- 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.
- Conditional/incomplete tenders will not be entertained. xvi.
- 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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FOR THE BETTERMENT OF EDUCATION IN SINDH TO THE SMS "ILMF" + YOUR MESSAGE TO 8 3 9 8

OFFICE OF THE TOWN COMMITTEE JATE TALUKA SHAHDADPUR

No.T.C/Jatia/137/2017

No.8-10 Jatia

NOTICE OF INVITING FOR TENDER Town Committee Jatia Taluka Shahdadpur District Sanghar in-

vites sealed tenders from interested parties / firms meeting the eligibility criteria to participate as per SPPRA Rules 2010.

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Sr.	Name of Scheme 1736	Esti- mated Cost (In Mill)	Com- pletion Period	Cost of Tender	Ear- nest Money
1.	Constt, of open surface drain A Ghafoor Talpur to school new Basti Essa Nonari to Imam Bargah Akber to Ba- chaiyo Bahiaya G, Fareed Shop ward I.	rigad s	© 06 Months	2000	2% bette 15Q %
2.	Constt. of Open Surface Drain	1.7 M	06	3000	2%
-	Muhram Diary to Dhani Bux	1600-1	Months	3000	270
	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				batev
3;	Constt. of Open Surface DrainWapda Road to shell pump Qayomabad Ward No.2	stand.	Months	3000	(1 2%)
4.	Constt. of Open Surface Drain Village Muhd 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 Muhd Ahmed Din Ward No. 6 latia	1.1 M	Months	2000 116 10 11 1166,	2%
7.	Constt, of Open Surface Drain Village Ibrahim Detho Ward No.7 Jatia	0.85 M	06 Months	2000	2%
8.	Constt. of Open Surface Drain Ghulam Sikandar Col./Jatia Ward No.8 Jatia	M 8.1 deress 6 (021)	06 Months	2000	2%
9.	Constt. of Open Surface Drain Moosa Nagar Col Essa Makrani Ward No.10 Jatia	13 M	1 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	20M	06 Months	3000	2%

12.	Constt. of Open Surface Drain Main Road Ward No.8-9 Jatia		06 Months	2000	2%
13.	Providing of Hydraulic Re- fuse van	Quoted	03 Months	5000	2%
	Providing Tractor i/c front hy- draulic loader & it all accessories are Equivalent.		03 Months	5000	2%
15.	Providing Tanker 6500 Gal- loon with all accessories.	Quoted Rate	03 Months	3000	2%
	Providing of fumigation spray Machine Town Com- mittee Jatia		03 Months	2000	2%
17.	Providing of garbage Carts (Kachra card 150cc Power)	Quoted Rate	03 Months	2000	2%

A NEW	Late date of receipt of application and issuance of tender document	Last date of Submission of tenders	The date of opening tenders
1ª Date	From the date of publica- tion upto 20-05-2017 till 03:00 pm	21-05-2017 till 12:00 noon	21-05-2017 till 01:00 pm
2 nd Date	From the date of publica- tion upto 27-05-2017 till 03:00 pm	28-05-2017 till 12:00 noon	28-05-2017 till 01:00 pm
3rd Date	From the date of publica- tion upto 30-05-2017 till 03:00 pm	30-05-2017 till 12:00 noon	30-05-2017 till 01:00 pm

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 metanut to 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 reserves the right of accepting / rejecting any or all tender as per relevant clause of SPPRA 2010.

TOWN OFFICER

Chairman

Town Committee Jatia Town Committee Jatia

INF-KRY:No.2298/17



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FOR THE BETTERMENT OF EDUCATION IN SINDH SMS "ILMI" + YOUR MESSAGE TO 8 3 9 8

اكستان سيكريث مريث، بلاك 50 شيليون : 99206532 (INF-KRY-2338/17) مر6، كمال اتاترك دولى سنده سكرينريث كراجي-وہشت کر دی کر نیوالوں کے خلاف متحد ہیں لَّ ذَيْلِ وَيْبِ سَاعَف يَدِ وَاوَّلَ لُوا (بِالْمِيْت) كَلِيكَ www.sindh.gov.pk, www.pppunits تا نحرے موصولہ تجاویز مسترو برائے مزید معلومات مادسفاه، يردجيك فيمسر ارفع كريم آكي في (1) \$ كان كيل جا ويتعلق هماد يوشل حاكمو كوايس في في آرائ دار 2010 كر منا بال شركت كرن كيلة مهارا بليت يرين الترك وال خوات من الريز افرس م الى IIST مار المنك المسكومية نون:021-99213406 CEKES I VILLE فينى لاكت (ملين) STATE OF THE PARTY نبرثار شنثر دلاكت عَلَّ : **دُائريكٹر PPP يونٹ** قيراوين مرفيل ڈرين :اے غور تاليور تا اسكول نئ بستى ميسى نو تارى تا اہام بارگا واكبر بحايو 2000 س ڈیار فمنٹ حسکومت سندھ فرن: 99222191 تحيراه ين مرفيل ورين : محرم ويرى تا دحن بكش فالمخلى غلام فالمخلى تا على محر جا عزيوسيل رعرتا 3000 1.7 على صن رغد دعى بكش ما في إوس عائم اليورم تروح خاصيلى خاك ما الل يوس اجن ابرايي CORRUPTION تعيراو ين سرفي ورين : وايد ارود تا شل يب تيوم آباد وارد غير 2 3 1,06 تحيراوين مرضى ذرين : ولي محرص برز دوار ذمير 3 2000 4 NO:TC/G-55/6 2% تعيراوين برفيل ذرين : ولي بذهو جائذ يودار دنبر 4 جاتيه 5 2000 فيراو پان رض درين : وي يونس ايم دين ير محما حد الدين وار دغير 6 جاتيد 2000 106 6 .106 تعيراه كالمرضى درين : والحايم وتحووار دفير 7 جاتيه 2% 2000 7 2013&20) كے تحت اسٹينڈرڈ بڈنگ دستاد يزات پرخوا جشمند 2% 2000 تعيرادين رفيس درين : قلام سكندركالوني/ جاتيددار دنمبر 8 جاتيه 8 106 تعيراوين مرضى دُرين :موي عمر كالوني عيني كراني وارد نمبر 10 جاتيه 2% 2000 ,106 9 غيثرفين 5% : الدينا 2% 2000 لتمير دُسپوزل كميا وُندُ وال: بمقام دُ-تِما كالوني جاتيه 10 ·L_18 3000/-1755000/-قىرۇرخ آرىكى يائىلان : سانكمۇردۇ تاكلىن ئىندىن ئالدواردىمبر10-8 جاتىيە 2.0 2% 3000 106 11 2% 1.5 لتميراوين مرضى درين عن رود وارد تمير 9-8 ماتيه 12 2000 106 اشاعت كى تاريخ بـ 2017-05-15 سرير 01-10 يح تك بيكاش كردوزخ بائيذرالك ريغ زوين كافراجي 2% 5000 ,103 13 بيكش كرده زخ فرابى فريمر جمول فرنث بائير رالك لوذ راورائط جملها يكسيسر يزساوى إي 2% 5000 ,L03 14 یش کمیٹی کی موجودگی میں کھولے جائیں گے۔اگر نینڈر کردہ کام کا پيش كرده زخ فراہی میکر 6500 کیلن مع جملہ ایکسسرین 2% 3000 15 ,103 3 کوسہ پیر 00-01 بج تک والی وصول کر کے ای روز سہ پیم 2% پيكش كردهنرخ فراہمی فیمیکیشن الرےمشین ٹاؤن میٹی جاتیہ 2000 ,L03 16 さらいんかは (15031303) しんしく きいかいいいり 17 2000 103 ت تك كام كى الوشلائزيش كے متعلقہ شعبے ميں ياكستان المجيئر تك فيندر كلني آخرى تاريخ میندوق کرائے کی آخری تاری ورخوات ومولى كآخرى تارخ اورشيشروساوير كاجرا 21-05-2017 ير 1:00 ي تك £ 12:00 21-05-2017 ملى تارخ انارخ اشامت تا 20-05-2017 مير 3:00 يك FE 200 - 28-05-2017 28-05-2017 ي 28-05-2017 Eを3:00 27-05-2017につけったけし そんじょう £ 1:00 30-05-2017 غرى از از الله المائية الم 30-05-2017 وير 12:00 يكك (2) كواليفكيشن (اے) گزشتہ 7 بری سے ذاکو اسے کے دوران ای فوجت کے دواس المشف کی فیرست۔ (نی) فرم اکنر یکشری جانب سے ملکیت یافته ایکو ممنش اور زانسپورٹ کی تفصیل -نہ ی کسی سرکاری یا نجی ادارے کے کام کی بخیل میں غیر ضروری طور (ى) كرشة 3برس كيلي الياتي كوشواره (سمرى) كلين رويداورا كم فيكس ديفرن (ڈی) گزشتہ تین برس کیلئے 2 ملین رویے رقم کا فافٹل ٹرن اوور (ای) ملف نامر کرم می بلیک الوجین رق ب استدر او تو اورة (SRB) كي ياس جسرة مونا مروري ب (الف) قرم كرما تحد كام كرت والسيكيكل استاف كرنام تعليم وتجريب (ی) SRB سرنیکیٹ برائے سال 2017 درکارہے۔ (اع) برو كيورست كاطر فق كار : ايك مرطب ايك لفاف ميك كن زيرد تطلي في كراناموكا (ياردُرة على تول نيس موكا-) یا_(xiv)اس امر کا بھی حلف نامہ کرفراہم کردہ جملدد ستاویزات ا درج والم صورت على المكث مستر وكروى مائ كى-رُیشران/ پردیرائٹرزیاد مجران (متعلقین) کے ممل کوائف ہے یاور (1) شروط اور نلي كراك يشكشير/ نيشررز انامل نيندرز يرفوريس موكا_ (2)مطلوبدتم اورفارم كيغيرملكه يشكشين ق كى ياجله پيشكشوں كومستر دكرديں۔ (3) مقرره تاریخ دوقت کے بعد موصولہ پیشکشیں 7/2/4(4) (ونغل) ... الكر يكثو انجينا 5) زرو تظلی ایس لی لیآراے کی متعلقہ شقول کے مطابق یا جملہ شینڈروں کو قبول استر دکرنے کا حق تحفوظ رکھتے ہیں۔ ہائی وے ڈویژن، خیر پور رسخط.....**تانون آفیسر** (INF-KRY-2298/17) SAY NO TO CORRUPTION

الريم آني في سي يروجيك)انفاريشن،سائنس ايندفيكنالوي

ريسري ايند ووينيمنث، مراين - لا يواسا ك ايند سريز ديار منت سومت سنده

5	۔ رح بھند نے۔ بن لیدے بہیت	11. 17. 62. 1	1. 12.	7 2 4 7	A. Usa	77/
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700	هینای کیپه چلبری گرزمین سیس سی	ن خويمدر ندر قار اسهيدار		planets.	1885-	19619
91.	کردنیش سوس س هیندی طبیعه چلاری گردنیشت سوس سی	ن خويمدر ندر قار اسهيدار	650.5	22000	300€	19619
700	کمانینٹ سائی سو کرانیئٹ سائی سو مینازی کیپل چالدرہ گرزنیئٹ بروی سو	بنر قار ملتيها ناميس بنر قار اميشار	650.5	103000	3000	21 -1-
91	مین خامر دادر کرزمینت سوس ح مینای کیم چ بینای کیم چلان کرزمینت موس ح	بنر قار ملتيها ناميس بنر قار اميشار		planets.	1885-	ZI +*.
91	کمانسینٹ سیس سو کرامینٹ سیس سو مینابال کیچل چالدنا گرزامینٹ بروس سو	شن سيند جي بنتر قار طليهل نجيس نخيس بنر قار اجيشل	650.5	103000	3000	21 -1-
91	پاندین بالا فیکا بالاین بالاد بین بالاد بین بالاد بالاد کسین خالد بالاد کردین سید با بالای بالاد بالاد کردینی خیله بالاد کردینی خیله بالاد کردینیت بیدی ب	ر هينتاي ڪيپار شن سينٽر جي بنتر قار خانيپار ن جيندن نئر قار آسيشال	650.5	103000	3000	ZI +*:
91	by ykant der ad apple man ing by the samp shires der man process ramp also der kan der kunnen d	ال ایمرکشن مینای کیمیر من سینم می بنر قار باشیول نمر قار باشیول نمونان	650.5 283.1	103000	000€ 000€	21 -1-
91	by ykant der ad apple man ing by the samp shires der man process ramp also der kan der kunnen d	ال ایمرکشن مینای کیمیر من سینم می بنر قار باشیول نمر قار باشیول نمونان	650'S 289'I	000001 34000 132000	000€ 000€	ZI +*. ZI +*. ZI +*.
91'	میل کهبیار امید میلین اور ویکار میلین باور میلین باور میلی باور کیر میلی خامر باور میلی کیر میلی میلی کیر میلی کیر میلی میلی کیر میلی کیر میلی میلی کیر میلی کیر کیر کیر کیر کیر کیر کیر کیر کیر کی	ال ایمرکشن مینای کیمیر من سینم می بنر قار باشیول نمر قار باشیول نمونان	650'S 289'I	103000	000£	ZI +*. ZI +*. ZI +*.
91'	چرگیشن تملیر چاکسون گرزشیش سوس س فار بازگیش بادر شیار پارشیار اسین شیار فیباز اسین شیار فار فیکار چالبرین بادر سینس شاهر بادر میسیس شاهر بادر گرزشیشن سادر بادر گرزشیشن سادر س	ر کروزی خاطر ایدر استیبرون ال ایدرکیش اجنای کیبا مینسی کیبا شن سیند جی ایر قار طبیبا از خمید از خمید	650'S 289'I	000001 34000 132000	000£	ZI +*:
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لىنى لىك ، للبار تبيل نى كى لىندا

لنس لاید راند بان باند فیل باند بیند بر بردی رود باید بازد در باند در بازد در

ايجوكيشن وركس بويزن 1، كراجي ايكزيكيوتر انجنيئر

INF-KRY NO.2296/2017

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فرم/ لیکیلار چی مالکی و ایکینیینس و اتانسپری چر تفصیل فنائشل استیمینی (مصری) 20 ملین روییا و گذریال تن حارث جو انک

فالشل ترن اسد 20 علين بيس كليدل تن سان جد 🗼

علف نامر د فرر بایک است قبل نامی فرم رت کر کندو تیکنیکل استال با نالا، قابلیت و دمرین استان با نالا، قابلیت و دمرین

سال 2017 لاء ايس آر پي جو سرتينڪيٽ گهريل هوڪيرمينٽ جر طريور (ڪُڙل اسٽيج- هڪ الناس)

شرط ۽ شيط:

المني ليك ي ببنية لول تيهم الولكم

جن فاكن سان كهدار دقد جي فاك سيكيدرتي شامل نه هرندي مرايع ۽ تيليگرافڪ راڪ/ تينهن

بار ماری مورد کرنی و وزیرا راک بریم این نسا در باری باری در این در این

خیاء حجج خیار ایس یی ای آر ای نیاد 2010 تحت خید یا حسل تینبر قبدلا، ده خزی حکومی تو

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ئىج ئىچا	ادامت جي داريخ كان 102-20-05 منجيند 00:2 رڳي تائين	00:21 FM	00:1 20:00-50-02
:عجز باعجا	ناد نون کارن کار ۱۲۰۰۵-۲۵۲۸ منبهند ۱۳۰۵-۲۵۳ د کی تاثین	12:00	1:00
Mark East:	ادامن جي تاريخ كان 7005-2005 منجيند 609:5 رڳي تائين	21-05-2017 \$1 12:00	1:00 1:00 SI-02-2011
	دخاست جي وحداي ۽ ٿينابر دستاريز جاري ڪرڻ	تند جع خالئ مي آخي دارخ	تيند کراڻ جي دارخ

التم يعيدي جتيا سيعا زيور

SAY NO TO CORRUPTION



INE-KEX NO 3398/2017

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٠٠٠٠ ١٠٠٠ الدياء أوارا المال عدا المركال عمامات 12 VIUNTO 14/5 ن سر کیا سال ب لک کمر الل كريم كالمدين عن عن كالد المالم كالمات كمالان LISKE USBUSYUM 160-00 Col 1-40 تقرال شاه له صالت كويتاياك Self and Excel 2 ويوك مدويفل باك عنآل בוניש ונו בלבובו וכלונו اعلم آنس كيش سينز كاعاتي الوكا لما في ك كويل صد 42 Subservice Alex 122 220 بالاكاس بالمرال كوفوس يستاكر

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CLIFE TO EL

ل كي تو داد د مد مل المعم الواد

Varia Jac Jack

در مرايون كوتند كا فناد عالم

الشيكانام ليبانيركماك ياكتان

امائ كراوكن كراس على

المرتق عامدلكالى مول

عرابيل الماكر كوت

Solden & Olivale

الاكما فله على المذيش كوالمت

خويل كا يركري احدا كر

LUNE LUNETUR

الی آلے دیا جائے۔ دریا عظم ریاکتان جلد م پیشین ڈیکٹر میں

بالتكن عمامي والديولوي يال

2600 £ المراج عاد 2600

وى ب حل على الدولى

ل ما کا کمال معولالے

وعدوكا المتعالى معشدي

قاك ياكتان جول ايشالي قط

اجردا عساه في طاعاهم

2013 4 1999 4

كال بعال عك عن ووقت

الكن افتدار في آل كراحد

لدول كي ظلف مريش شروع

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عار كرو المراج المر المراجع المراج كلول كروال يكواكم وعراقية وتدا فالترعان MULTERINITE CHICHE كالاسكار يتعلاقه لويدن للمدري فل طويال على المستنعل شاول كالريب عل عموليت كيلي وصيدي

آ يك المدين المرك المرك المحال على المرك المرك المرك المركة جداراه المعادات المادان المعادة المعادلة ماراب لاركا كالمال الم للصور عداللا كالمان كويد موال كالان مل كور المان 4 UN Vac 2 be for 10 LECE على ليف على على على الله وعاظم بدايت かられているとというとうというという المان خان كے الل الحد كار الله الل المر د الله عمامل كاملاك بوع كالسيطاري لئ الديكوسد كالحيل. قرى سلاق كا معلل ديار قوم جاننا ماسى به كايم الإسلال المع المرابع المبد الوكم كرطاقور كيلي ايك او كزوركيك وامرا كالوان ب سيليث عى المذيق الميد الموادات في كل كل كما كل الحالي الم دے وی دائی کے اماضے کا الرکے ہوئے کی كريامول يرفيل عير محاركوت مرع فادون المراكب المراكب المستعمل المستعمل المراكب المر SIND COUNTY WELL CONT الروفيين والداقاة مرزيا كم ينبي ويان أليان かんかんといいいるかんとしいい د معدود المعدود المعدو Qual Lin Me - colore (52)

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المعارك المعالمة 192

Editor Lucionic Collinsic Col كالكري فركاف كرك كردا ب عيد مني ك جول على على المن عام كا كما يك عاكل الماهد المال المال معلى المالية かんいしゅとんりりいい こんしゅん

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سائل وقالى ويا الماعات يديد رفيه ناكافسين اوطارق والم كالمنطل كريساكاوش كان عديدا ل المحل في آوسة وزياعظم بالك كالباري كما كوالوفيكيش مسرو كنا 29 ووريل الدين الم الدين الله مرية عرائلة المعاظم والانتالات المرابط colored baread + took 12 Lite Guld Soft Take W Epico in Ear The Later 4 معادة كالاستالة المعادية كالاناهم بالاس مرا ويديمنو لول عادة يد الدل يس عن فائر على حزل آل النس الله وعلى الدوقال ورفزاند عَلَى وَيَعَامُلُ عِينَ لَكُولُ مَانَ كُلُ فِي اللَّهِ عَلَى اللَّهِ عَلَى اللَّهِ عَلَى اللَّهِ عَلَى اللَّهِ عمالان يكس إكسافان مرحد يرسكون موتمل ميت

را سخدم سے کام اردے الل ای دا سے استویں الان کیس معالمے بدا کی مرائیل کے کا کرا کا تا تاریخی ون قد مسمرى قالت كى طرف سے جو خيدكى دكمالى كى دو ہ اللہ میں ہے۔ وی اعم آواڈ تھا کے جہت کردیا کہ ان سے پہاڑ کمل لیاد تیں۔ وہ اِن اٹٹا مری اوالاب نے ملایا سے محکوش کیا کہ آئے والا وقت اب مرف فوقير بيل كادير مولك علاوه لا س في في وي كرمطاب وقاتي ہ برائس اقبال کی اے کوٹی ہے کہ کو مطالب سے جن کا ج ال کرایا کیا ہے۔ میڈیا سے محکوش آمین نے النام الماكريك الكراور باعلن كا عام فوافي ك

تعان من كوالمت الدين كريد teus 35.6 مريد كم مركل في بدوايد لي آر ك فرال اعب المدالل حيد كار للركاب جي فردكو الميكر عابركر ك الف في آرويب عن طادمت داية ك بالتشريال عماره 10 لاكدديك رقم وسول ک درائع کے مطابق طزم کی اف عبدار حال نای شری اور وكم لي فالماسين كما كم يروم لي الناسكان كوهلى اليالاث لوكلى ديع من كاقعد التي مال القار أن می کی تی الف آئی اے ذیائے کے مطابق طوم لوکل زکوا ہ کی واوک میزل کا چیزین جی ہے۔ ایک دامری كالمعالى شراعتى كريش مركل عمل في فيركوانيد آكيا سيكا

جنير 48 ماشكا ك الكفرك كا علم عامل بعاشت اوكيا ب- الميان 中になるとしていからいないはい البول ع كما كرفدانا ماور مقال المارك كالكال اور بالميشر كابركريك المام ماولين كالعاسلام آباد شرید کری می دورے داروں کی موات کے دانے ک عرفر لا عرف الدار و المراجع عيدى المراجع 245751 فائى كالماليرى بلاي كالكركية فور في في كالركابر

كرك وخواتين عد ثلايال كرك بعدى وقوم بنوين يرير 49 متازما كمراني الليسة ألى است كو عاصر سناى خاتون سنة ودخواست على بتايا في كا ب كدينيلزيار في كاست كاستعد فريول كاللات كذي بديل مساكر مرز تودك الميساك الساسب الميكن كابر ويحد بان خيالات كالمهار نبول في كل يود آبادى ك كرك شادى كى اور يزى رقم بنوكر فاعب بوكيا ومان جانب منعقدهاد يعطيفن سيدارادف كالديرير لك تحقیقات یک بد جا کر اور نے سعدیای خاتون کو یک والدار كرادا كارادم كيف الفي آل كاجل 2 Jy War but to 145170 25K الاالياك ريازين ك فروفت كاشتالات دے ك فرين كولا كمون كالعالك في المران كور للركراب しいっとうこんかったかけ لري وقائل في 15 الأكارة 85 في المثال في 11 الأكار

88 فرار 15 44 ئے جورے کی شمریوں نے فزمان گاف شکا باست کا کی تھی۔

36 57/201 عان ے حل مال موال فرار و عمران و سکر ک

ماتے والے لماز عن اور من بھر تی کئے مانے والے لااکٹرز عر آفرى اے كالتيم كافريب خطاب كرتے ہوئے كياسال موقع يرسكر يزى كله بحدود آبادى كتيل احدوى كي تكر بهيورآ بادى على نوازشهاني، اشفاق على، طالب لاشارى،

ے ایسرب اوروائر اور شدھ نے اوام کے ساتھ و کی ما

آئے الل مندعوت كالكنزك الدوار بعدا الله

وسترف كامرى بالبول فكرعو

حافلت کی دخامیت کرتے ہوئے کیا کہ اداروں سے آوری

والي الوويش فين فلا كتحت بين الاقواى الميات

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اداروں كرماحد معابدے ملے إلى جن على اللي فار

الكردكاني ويك (مان تعمر الكردكاني ويك) رمام

يك اور كلونل فالفل سفم (كنورهم) اور يك الفلات اور Paysya المير (كنورهم) ثال ي كاماتماد

ى اى اوغى مرفراز حسين فيتا يا كدفكوه يراؤك يرون

مك عمر بالمتانيون كوآساني اوركم لأكث سكساله رقوم

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والس، وك الاوس اور دكر بالياتي ضات ي كى

استقاده كاموقع فرايم كريك

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15K 47-22

جرير 50 آن خطاب

خطيب يروفيسر واكثرمباح واورفر يدالدين قاصك آج بعدلما مشا قادی محد ولر بازار عی شب بات کے اجاع ۔ فلالريك

Marine Sale

No:TC/jatia/155/2017 08-05-2017 339 دفترٌ ثاوَّن نميني جاحيه تعلقه شهداد يورشكع ساتكھڻر

"مد - سي او ك

عَمَالِهُ مُنْ وَوَقِّى وَمِنْ وَقِي مَلِمُومِ الماحد بور 1NF/KRY-No:2298/2017 ورفاق اخبارات على 29-04-2017 ياري 201-05-2017

جمل معظمین کوار می کے قدر میں مطلع کیا جاتا ہے کوفیٹر دھنوان" ٹوٹس طلی فیٹرو" کے جمع کرائے اور کھنے کے جاری جو 20 می 2017 متررکی کئی کی اب اس کی جاری جمل وراید بدار 2017 -05-31 کی ترسیح کرون

پیشکشوں کے اجراء اور کھلنے کاشیڈول اج کرے ادر اعلیٰ ادرات - IZIOIt

غيرد ساويزات في كرانا: 2017-05-31 31-05-2017 مع كرائي كاوت 30-01 يحسنهم تاريخ نيندراوينك: 2017-31-31 الميندراوينك كاوت 02:00 يج سبكم

تالده الاخدروس كى جلائر الدونوابوس مائ ريس ك (وسعد) في المدون ٹاؤن کمپٹی جاتیہ (INF-KRY-2489/17)

تعلقه ثمداد يورسك ماتمز

SAY NO TO CORRUPTION

TAXLOR OF THE 物形。(1980年)

افيس آف دي ٽائون ڪميٽي جاٽيا تعلقو شهدا دپور NO:TC/Jain/155/2017

Dated:8_5_2017

ليك جاڻايل ٽينڊر فرٽيس جي ريفرنس تحت جيڪو وائيڊ :INF/KRY No 2298/17ھيٽ مختلف اخبارن ۾ 2017_2_29 کان 2017_5_10 تائين ڇپيو

سمورن لاڳاپيل ماڻهن کي هن درستگي ذريعي آگاھ ڪجي ٿر تہ " تينڊر گهر نوتيس" ۾ تينڊر جي جمع ۽ کولڻ واري تاريخ جيڪا 2017 _20_50 مقرر ڪثر هڻي اها هدي وڏائي مثلن 2017_55 _31_5 ڪئي وڻي آهي. بدزجي جاري ۽ کولڻ لاء شيبيول

بار کی جاری و کرد می تواند می کرد رای داریخ و وقت ماریخ و وقت می کرد می تاریخ و وقت می کرد می تواند کرد و وقت می تواند کرد داری در تواند کرد داری در تواند کرد در در کرد در کرد

ٽيندر نوٽيس ۾ ٻياس ڄاڻايل شرط ۽ ضابطا ساڳيا رهندا

چيئرمين تائون كميتي جانيا تعلقا شهدادپور ضلعوسانكهر

INF_KRY/2489/

עי עטווטנושטווטוו טו ט א ט וווויט או ווויט או ווויט או ווויט או 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

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) Mlr / ACE 5 Corps Karachi / authorized representative for further details from 0800 hours to 1500 hours on all working days.

8.	2010年 21814年 N 201	3455503.86527	Amount	PARTY OF THE PROPERTY OF THE PARTY OF THE PA	Date of	Date of	%age	Department
Ser	works executed during the		of Work	Months	Commencement	Company of the Compan	of work	Control of the Contro
28	last 2 years	31760	61/4	TOT TELL	OD SECONDE	THE DOES NO	in hand	from the Engineer
1000	and in hand	29 P	开 题上。	INCT PTE	tarren Park	Oak Win	Contract	in charge



Settle State Street

NOTICE INVITING TENDERS

We Serve Pakistan

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/TD/ 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/TD/ 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.sindhbankitd.com) & SPPRA (www.pprasindh.gov.pk).

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

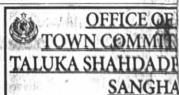
Information Technology Department

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



NO: TC/Jatia/155/2017

CORRIGEN

TIME EXTENTION:

With reference to the Tender Notice mention No.2298/2017 in various News Papers on 29-04-20 All the concern through this corrigendum as submission and opening of Tender subjected "Not fixed at 20-05-2017 is hereby extended to next date

SCHEDULE FOR ISSUE AND OPENING OF I

Date of Issue upto	Date & Time of
31-05-2017	Submission of Tender D
Martin and American	Time of Submission 01:1
ab trite v	Opening of Tender 31-0
Acceptance of	Time of Tender Opening

All other Terms & Conditions of the Tend main the same.

INF-KRY:No.2489/17

ISPR

TOWN TALU

Say No to Corruption DIS



- 1. Sealed Tenders on prescribed Headquarters Karachi Logistics 2017/2018 for Meat items for its Kan will be opened on 26 May 2017 at 110 be available up to 1000 hours. For liaison/telepone inquiry can be made.
- Earnest Money 2% and 5% (as a value (refundable) in the shape of E favour of 'Commander Karachi L attached with the tenders.

Deputy Assistant Director Su Headquarters Karachi L

(Phone # 021-35

منعد في الديول كودان كيامه يج موكا في المند حرات ال

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	Est.
51	17-05-2017
	30-05-2017
27.50	08-06-2017
270	21-06-2017
290	

روانا ہوگا۔ بتایار معظوری آنے کے بعدادا کرنی ہوگی۔

اعدى آروى اعدايف بيلكوا اللاك كر 021-560-32221





OFFICE OF THE TOWN COMMITTEE JATIA TALUKA SHAHDADPUR DISTRICT SANGHAR

NO:TC/Jatia//55/2017

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 <u>"Notice of Inviting tender"</u> 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

Date of issue upto	Date & Time submission & opening				
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
'N COMMITTEE JATIA
.UKA SHAHDADPUR
ISTRICT 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.

TOWN COMMITTEE JATIA
TALUKA SHAHDADPUR
DISTRICT SANGHAR

Advertisend MS action Information Department Govt. of Sindh, Karachi

Open Surface Drain

Name of Work:

Detail Working Open Surface Drain & A.Gfoor 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	ltems	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 agriggate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	104,083
			8'			
	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
A CO	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
1	K	//300	Туре В	300		
INV	10/	300	Туре Б	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 colums lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	158,727.00
	7	18.90	Fabrication of M/S rainforcement i/c cutting joinding & 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

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 compecting finishing & qurring screening washing of agriggate 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
*	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	Туре В	174	P.rft	121,800
N M 9	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 colums 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 rainforcement 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

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

Contractor

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 agriggate 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
2));	700	Туре В	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 colums 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 rainforcement 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

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

Contractor

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 compecting finishing & qurring screening washing of agriggate 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
41	350	Constt 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 colums lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	30,330.00
7	3.6	Fabrication of M/S rainforcement i/c cutting joinding & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	18,006.12

Total:- 235,949

Municipal Engineer
Municipal Committee Shahdadpur

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

Contractor

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	ltems	Rate	Unit	Amount	S224480
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	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.N06)	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	74
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.No11 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



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 agriggate 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	В Туре	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 colums 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 rainforcement i/c cutting joinding & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	62,521.25

Total:-854,965

Municipal Engineer Municipal Committee Shahdadpur

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

Contractor

Municipal Committee Shahdadpur

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	ltems	Rate	Unit	Amount
-		Dismantling Cement Concrete Plain			-
1	700	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
TMOP 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	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.N06)	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.No11 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



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 compecting finishing & qurring screening washing of agriggate 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	В Туре	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 colums 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 rainforcement i/c cutting joinding & 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.

Municipal Engineer
Municipal Committee Shahdadpur

Contractor

Open Surface Drain

Name of Work:

Detail Working Open Surface Drain @Moosa Nagar Colony & Essa Makorani Ward No.10.Jatia

Name of Agency__

S	5.#	Qty	Items	Rate	Unit	Amount
	1 3	850.00	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
3	2	922.00	C.C plain i/c placing compecting finishing & qurring screening washing of agriggate ratio (1.4.8.)(CSI.No.P.15)	11288.8	P.cft%	104,083
ATT Y	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
	7	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	В Туре	174	P.rft	52,200
A STATE OF THE PARTY OF THE PAR	505	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 colums 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 rainforcement i/c cutting joinding & 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

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 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.‰	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
TEE ANDI	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 plaini/c placing compecting finshing & qurring screening washing of agriggate 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 & wimdow 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
127.0					
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



Scheme.No.11

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 triming 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 compecting finishing & qurring screening washing of agriggate 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
		D// D C C pine 9 college of close D 9 fiving in translate			
E	1320	P/L R.C.C pipe & collar of class B & fixing in trenches fitting & joinding 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
8	208.00	R.C.C work in roof slabs beams colums lintels & other structure laid in postion 1.2.4 (CSI.Np.6.P.18)	337	P.cft	70,096.00
7	8.40	Fabrication of M/S rainforcement i/c cutting joinding & bending laying in postion rust from bars etc (CSI.No.20.P.41)	5001.7	P.cwt	42,014.28
		(031.110.20.F.41)			
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

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- 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
NMC 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.N06)	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.No11 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

Municipal Engineer Municipal Committee Shahdadpur

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

Contractor



Scheme No.13

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	

MunicipalEngineer
Municipal Committee Shahdadpur

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

Contractor



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	providing of tractor i/c front hydraulic loader & it all accessories are equivalent	open rate	per job	

MunicipalEngineer
Municipal Committee Shahdadpur

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

Contractor

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 all accessoies	open rate	per job	

MunicipalEngineer
Municipal Committee Shahdadpur

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

Contractor



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	

MunicipalEngineer
Municipal Committee Shahdadpur

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

Contractor

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	

MunicipalEngineer
Municipal Committee Shahdadpur

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

Contractor



OFFICE OF THE TOWN COMMITTEE JATIA DISTRICT SANGHAR

"BIDDING DATA"

a. Name of Procuring Agency:- Town Committee Jatia Distt: Sanghar

D/W/E for Const:Of Open Surface Drains @ Ghafoor Talpur

Brief Description of Works:- 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)

Security Deposit:-(including bid security):-

h. Percentage, if any, to be deducted from bills:- 7.5% Income Tax & 8% S.D.

Deadline for Submission of Bids along with time:-

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:-

I. 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

D/W/E for Const:Of Open Surface Drains @ Mehram Dahri

b. Brief Description of Works:- 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):-

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:-

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:-

I. 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 Vatia

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

. Venue, Time, and Date of Bid

j. 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)

I. Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

Rs.

1,500.00 /= (Tender Documents Fee)

Amount:-

WWO.20

Town Officer
Town Committee Jatia

DATA" "BIDDING

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

D/W/E for Const:Of Open Surface Drains @ Village Mohd

Hassan Buriro Ward No.3 Town Committee Jatia

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

300,000.0 /= Rs.

Amount of Bid Security:-

6,000.00 /= Rs.

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

Percentage, if any, to be h. deducted from bills:-

7.5% Income Tax & 8% S.D.

Deadline for Submission of Bids i.

along with time:-

31.05.17 at 01:30 pm up to 12:a.m

Venue, Time, and Date of Bid

Opening:-

Office of The Town Committee Jatia District Sanghar 31.05.2017 at 02:00 pm

Time for Completion from written order of commence:-

Three months (3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m.

Amount:-

Rs.

1,500.00 /= (Tender Documents Fee)



"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)

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

Venue, Time, and Date of BidOpening:-

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)

I. Liquidity damages:-

0.06 of Bid Cost (per of day)

m. Deposit Receipt No: Date:

Rs.

1,500.00 /= (Tender Documents Fee)

· Amount:-



Town Officer Town Committee Jatia

"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)

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

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 02:00pm

k. Time for Completion from written order of commence:-

Three months (3)

I. Liquidity damages:-

0.06 of Bid Cost (per of day)

m. Deposit Receipt No: Date:

Rs.

1,500.00 /= (Tender Documents Fee)

Amount:-



Town Officer
Town Committee Jatia

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

D/W/E for Const:Of Open Surface Drains @ Village Ibrahim

Detho Ward No.7 Town Committee Jatia

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

d. Estimated Cost :-

850,000.0 /= Rs.

e. Amount of Bid Security:-

Rs. 17,000.00 /=

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

Percentage, if any, to be deducted from bills:-

7.5% Income Tax & 8% S.D.

Deadline for Submission of Bids along with time:-

31.05.2017 at 01:30 rm upto 12.a.m.

Venue, Time, and Date of Bid Opening:-

Office of The Town Committee Jatia District Sanghar 31.05.2017 at 02:00 pm

Time for Completion from written order of commence:-

Three months (3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m.

Rs.

1,500.00 /= (Tender Documents Fee)

Amount:-

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

D/W/E for Const:Of Open Surface Drains @ Gulshan-E-Sikandar Colony Ward No.8 Town Committee Jatia

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

Rs. 1,300,000.0 /=

Amount of Bid Security:-

Rs. 26,000.00 /=

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid g. security):-

10% of contract price

Percentage, if any, to be h. deducted from bills:-

7.5% Income Tax & 8% S.D

Deadline for Submission of Bids i.

along with time:-

31.05.2017 at 01:30 pm

Venue, Time, and Date of Bid

Opening:-

Office of The Town Committee Jatia District Sanghar 31-05.2017 at 02:00 pm

Time for Completion from written order of commence:-

Three months (3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m.

Amount:-

Rs.

1,500.00 /= (Tender Documents Fee)



"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:b.

D/W/E for Const:Of Open Surface Drains @ Moosa Nagar Colony & Essa Makarni Ward No.10 Town Committee Jatia

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :d.

Rs. 1,300,000.0 /=

Amount of Bid Security:-

Rs. 26,000.00 /=

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

Percentage, if any, to be h. deducted from bills:-

7.5% Income Tax & 8% S.D.

Deadline for Submission of Bids along with time:-

31.05.2017 at 01:30 pm 40 to 12.a.m

Venue, Time, and Date of Bid Opening:-

Office of The Town Committee Jatia District Sanghar 31.05.2017 at 02:00 pm

Time for Completion from written order of commence:-

Three months (3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m.

Rs.

1,500.00 /= (Tender Documents Fee)

Amount:-



"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Const:Of Compound Wall Disposal Work Town Committee

Jatia

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

Rs. 1,000,000.0 /=

Amount of Bid Security:-

20,000.00 /= Rs.

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

Percentage, if any, to be h. deducted from bills:-

7.5% Income Tax & 8% S.D

Deadline for Submission of Bids along with time:-

31.05.2017 at 01:30 pm up to 12.a.m

Venue, Time, and Date of Bid Opening:-

Office of The Town Committee Jatia District Sanghar

31.05.2017 at od:00 pm

Time for Completion from written order of commence:-

Three months (3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m. Amount:-

Rs.

1,500.00 /= (Tender Documents Fee)



"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:b.

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

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :d.

Rs. 2,000,000.0 /=

Amount of Bid Security:-

40,000.00 /= Rs.

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid g. security):-

10% of contract price

Percentage, if any, to be h. deducted from bills:-

7.5% Income Tax & 8% S.D.

Deadline for Submission of Bids along with time:-

31.05.2017 at 0/30 m up to 12.00 a.m

Venue, Time, and Date of Bid Opening:-

Office of The Town Committee Jatia District Sanghar 31.05.2017 at 02:00 pm

Time for Completion from k. written order of commence:-

Three months (3)

Liquidity damages:-

Amount:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date: m.

Rs.

1,500.00 /= (Tender Documents Fee)

"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 01:30 ru up to 12:00 am

j. Venue, Time, and Date of Bid Opening:-

Office of The Town Committee Jatia District Sanghar 31.05.2017 of 8:00pm

k. Time for Completion from written order of commence:-

Three months (3)

I. Liquidity damages:-

0.06 of Bid Cost (per of day)

m. Deposit Receipt No: Date:

Rs.

1,500.00 /= (Tender Rocuments Fee)

Amount:-

A COMMINTER

Town Officer
Town Committee Patia

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Providing of Hyderaulic Refuse Van

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

Open Rs. rate/Offer

rate

2% On

Amount of Bid Security:-

Rs. quotated rate

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid 10 % of Contract Price

security):-

h. Percentage, if any, to be deducted from bills:-

7.5% Income Tex & 8% SD

Deadline for Submission of Bids

along with time:-

31.05.2017 at 01:30g up to 12:00 a.m

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

Time for Completion from written order of commence:- Three Six months (3)(3)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

Amount:-

Rs.

2,000.00 /= (Tender Documents Fee)

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Providing of Tractor i/c Fornt Hydraulic Loader & it all

Accessories are Equivalent

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

Open

Rs. rate/Offer

rate

2% On

Amount of Bid Security:-

Rs. quotated

rate

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

h. Percentage, if any, to be deducted from bills:-

7.5% income Tex & 8% SD

Deadline for Submission of Bids along with time:-

31.05.2017 at 01:30 pm up to 12:00 a.m

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 pu

Time for Completion from written order of commence:-

IHRE Mouth Six months (6)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

Rs.

2,000.00 /= (Tender Documents Fee)

Amount:-



Scheme No. 15

OFFICE OF THE TOWN COMMITTEE JATIA **DISTRICT SANGHAR**

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Providing Tanker 6500 Gallon with all Accessories

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Open

d. Estimated Cost :-

Rs. rate/Offer

rate

2% On

Amount of Bid Security:-

Rs. quotated

rate

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid 10% of contract price security):-

h. Percentage, if any, to be deducted from bills:-

7.5% Income Tex & 8% SD

Deadline for Submission of Bids

along with time:-

31.05.2017 at 01:30/n up to 12:00 a.m

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

Time for Completion from months (6)(3) written order of commence:-

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

Amount:-

Rs.

2,000.00 /= (Tender Documents Fee)

Scheme No. 16

OFFICE OF THE TOWN COMMITTEE JATIA **DISTRICT SANGHAR**

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Providing of Fumigation Spray Machine

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

d. Estimated Cost :-

Open

Rs. rate/Offer

rate

2% On

e. Amount of Bid Security:-

Rs. quotated

rate

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid 10% of contract price security):-

h. Percentage, if any, to be deducted from bills:-

7.5% Incom Tex & 8% SD

Deadline for Submission of Bids

along with time:-

31.05.2017 at 01:30pm up to 12:00 a.m

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

Time for Completion from written order of commence:- New Selemonths (6)

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

Amount:-

Rs.

2,000.00 /= (Tender Documents Fee)

"BIDDING DATA"

Name of Procuring Agency:-

Town Committee Jatia Distt: Sanghar

Brief Description of Works:-

Providing of Garbage Carts (Karchra Carts Raksha 1500 cc

Power)

Procuring Agency's address:-

Office of The Town Committee Jatia District Sanghar

Estimated Cost :-

Open

Rs. rate/Offer

rate

2% On

Amount of Bid Security:-

Rs. quotated

rate

Period of Bid Validity (days):-

Ninety Days (90)

Security Deposit:-(including bid security):-

10% of contract price

h. Percentage, if any, to be deducted from bills:-

7.5% Income Tex & 8% SD

Deadline for Submission of Bids

along with time:-

31.05-2017 at 01:30m 40 to 12:00 a.m.

Venue, Time, and Date of Bid

Opening:-

Office of The Town Committee Jatia District Sanghar

@ 1:00 pm en 31 05.2017 at 02:00 rm

Time for Completion from Tures months (6)3

written order of commence:-

Liquidity damages:-

0.06 of Bid Cost (per of day)

Deposit Receipt No: Date:

m. Amount:- Rs.

2,000.00 /= (Tender Documents Fee)

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.

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.

THE THE PARTY OF T

Town Officer
Town Committee Jatia

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

<u>S.No</u>	Required Eligibility / Qualification Criteria
1	Registration with PEC
2	NTN (Number)
3	Sales Tax Registration (Where Applicable)
4	Registration with Sindh Revenue Board (SRB)
	Qualification Criteria
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



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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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:-

to forfeit the security deposit available except conditions mentioned at A (i) (iii) and (iv) above; to finalize the work by measuring the work done by the contractor.

(ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

WUNICIPAL ENGINEER



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 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:-

to forfeit the security deposit available except conditions mentioned at A (i) (iii) and (iv) above; to finalize the work by measuring the work done by the contractor.

(ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 mouth 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 for 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 xceeded 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

* (7)- (3)

Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER

Scheme No.4

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; to finalize the work by measuring the work done by the contractor.

(ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

Bushner'S



Scheme No.5

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



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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.6

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 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:

to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)

(ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

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Scheme No.7

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 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 it 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 for 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 xceeded 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.

Chalyman 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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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 Complittee Jatia

Contractor

AITPL *AITPL Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADPUR.



Scheme No.9

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 it 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 for 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 xceeded 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 xceeded 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

AITAN AITAN

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 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:-

- to forfeit the security deposit available except conditions mentioned at A (i) (iii) and (iv) above; to finalize the work by measuring the work done by the contractor.
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

TOWN COMMENTAL TOWN C

Accounts Officer Town Committee Jatia

TONICIPAL ENGINEER



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-ESIKANDAR 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 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 it 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 xceeded 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

COMMINA COMMIN

Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER
PALCOMMITTEE SHAHDARDUR



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



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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-incharge, 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

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Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER



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:-

- to forfeit the security deposit available except conditions mentioned at A (i) (iii) and (iv) above; to finalize the work by measuring the work done by the contractor.
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

TANOT A AND THE A STATE OF THE STATE OF THE

Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER

MEIPAL COMMITTEE SHAHDADPUR



OFFICE OF THE TOWN COMMITTEE JATIA
DISTRICT SANGHAR

Conditions of Contract

Scheme No.14

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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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

MUNIC OF EMGINEER
MUNICIPAL COMMITTEE SHANDADPUR



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 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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it authority), the contractor shall have:-
 - no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (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 for 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 xceeded 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

COMMIT TO A

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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it 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 for 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 xceeded 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.

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Contractor

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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:-

- to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above; to finalize the work by measuring the work done by the contractor. (i)
- (ii)



- (C) In the event of any of the above courses being adopted by the Town Committee Jatia (through it authority), the contractor shall have:-
 - no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (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 for 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 xceeded 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

COM MILES

Accounts Officer Town Committee Jatia

MUNICIPAL ENGINEER
MUNICIPAL COMMITTEE SHAHDADDID