

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

Ref.No/TC/P/GEN/ 470 /2017

Date: 27-11-2017

**Notice Inviting Tender**

In accordance with approval of the Government issued vide letter No.SO-I(LG)/2-14/2016 Dated:30-10-2017 the sealed Tenders (from Own funded) for Year 2017/2018 are invited from Bidders/contractors, those who are illegible according to Sindh Public Procurement Rules (SPPRA) 2010 Amended 2013/2017 on or before . 20-12-2017 up to 1:00 pm. and same will be opened before interested parties or their authorized agents on the same date at 2:00 pm.

The blank tenders can be had from the office of the Assistant Engineer on the payment of prescribed tender fee, from the date of publication of this tender notice till 19-12-2017 up to 12:00 Noon.

Other detail may be downloaded from SPPRA website or obtained from the Office of Assistant Engineer any working day during office hours.

Authority reserve the rights to accept any one or reject all tenders in the light of S.P.P.R.A rules 210 Amended 2013/2017 reasons behind the rejection of Bid /Tender will be provided to the contractor /bidders on their request (under rule No.45 of S.P.P.R.A Rules 2010).

Note: - 1- Conditional bids will not be entertained.

2- Work orders will be issued after approval of competent Authority in the light of SPPRA Rules 2010.

S.r	Name of Schemes	Estimate Cost	Earnest Money (2%)	Tender Fee	Completion period
1	Brick Pavement at Street Nos.6 Chohan Mouhalla/Masjid Street Pithero City	2205000	2%	2000	6 Months
2	Remnning Work Of Disposal @ Chohan Mohallah Town Committee Pithoro	2137000	2%	2000	6 Months
3	Construction of C.C Block at Eid Gah Pithoro City	1935000	2%	1500	6 Months
4	Construction of Black Top Road From Ghulam Nabi Shah Road to Bashir Bakrey House Pithoro City	1881000	2%	1500	6 Months
5	Brick Pavement and Culvert at Ismail Sehto Town	416000	2%	1000	6 Months
6	Brick Pavement From G.B.S School to Alam Roonjha House Pithoro Town	355000	2%	1000	6 Months
7	Construction of Block Top Road Perbho House to Mirza House Pithoro Town	821000	2%	1000	6 Months
8	Providing/Laying Jointing 4" dia PVC pipe Line Water Supply Pithoro Town	755000	2%	1000	6 Months
9	Construction of Culverts @ Vikram Chaki Aata Pithoro Town	128000	2%	1000	6 Months
10	Brick Pavement and Culvert from Link Road to Zahid Mari Pithoro Town	630000	2%	1000	6 Months
11	Brick Pavement at Village Haji Shumasdin Chhoro Pithoro	1275000	2%	1000	6 Months
12	Construction C.C Block from Akri Bazar Chowk to G.B.S Ghahei Khan Chhohan Pithoro	747000	2%	1000	6 Months
13	Construction of C.C Block Street Khadim Solangi House To Kashif Chhoro House Pithoro Town	478000	2%	1000	6 Months
14	Brick Pavement and Open Surface Drain Kirshan Oad to Saand Muhalla Madrsa Street and Asghar Lashari	707000	2%	1000	6 Months

15	Brick Pavement Street From Girls Primary School To Ram Nagar Pithoro Town	1128000	2%	1500	6 Months
16	Construction of C.C Block @ Madrsa Jamia Rashida/Marvi Muhallah Pithoro Town	239000	2%	1000	6 Months
17	Construction of C.C Block and Open Surface Drain from Old Post Office Station Pithoro to Ghullan Chhoro House	222000	2%	1000	6 Months
18	Construction of C.C Block Street Jan Muhammad Ronjhoo Shop To Gaju House Akri Pithoro Town	300000	2%	1000	6 Months
19	Improvement of Black Top Road from Saleem Petrol Pump To Noorani Masjid Akri Pithoro Town	2708000	2%	3000	6 Months
20	Construction of C.C Block Street From Yousif House To Community Center Manghwar Para Pithoro Town	600000	2%	1000	6 Months
21	Construction of C.C Block Street From Main Road Aara Machine To Kashif Hussain Chhoro Otaq Pithoro Town	312000	2%	1000	6 Months
22	Supply of Fire Birgade Vehicle for Town Committee Pithoro	Open Rate	5% on Q.Rate	3000	6 Months
23	Supply of Refuse Van Vehicle for Town Committee Pithoro	Open Rate	5% on Q.Rate	3000	6 Months
24	Renovation of Urban Water Supply Scheme Pithoro Town	3973000	2%	3000	6 Months
25	Repair of Open Surface Drain of Chohan Mohallah Pithoro Town	360000	2%	1000	6 Months
26	Providing laying and Fixing of 4" dia Water Supply Pipe Line for Jaipuri Mohallah Pithoro Station	475000	2%	1000	6 Months
27	Providing/Laying Fixing 4" dia pipe Line For Chohan Mohallah Pithoro Towe	812000	2%	1000	6 Months
28	Construction of Pump House for Filter Plant Near Old Naka Pithoro	780000	2%	1000	6 Months

**2<sup>nd</sup> Time Bidding (in case of any Tender un-attempted)**

i). Issue Date 21-12-2017 -To-08-01-2018 12.00 Noon

ii).Received back on 09-01-2018 up to 1:00 pm, those will be opened 2:00 pm on same date.

9/1/2018

**Eligibility criteria**

- i. Registration with PEC (where applicable)
- ii. NTN (Number)
- iii. Sales Tax Registration (Where Applicable)
- iv. Registration with Sindh Revenue Board (SRB)

**Qualification Criteria**

- i Minimum Three Year Experience of Relevant Filed
- ii Bank Turnover
- iii. Bid Security must be attached
- iiii Bid is signed, named and stamped by the authorized person of the firm /contractor along with Authorization Letter

  
Chairman

Town Committee Pithoro



NO.SO-I(LG)/2-14/2016  
GOVERNMENT OF SINDH  
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 30<sup>th</sup> October, 2017

M65480

To,

The Director, 30-10-17  
Local Government,  
Mirpurkhas Division.

**SUBJECT: PERMISSION FOR NIT OF DEVELOPMENT SCHEMES OF TOWN COMMITTEE PITHORO FOR THE YEAR 2017-18.**

I am directed to refer to your letter No.DLG/Estt:/624/of 2017 dated 02-08-2017 on the subject noted above and to convey the permission of Competent Authority for tendering / execution of (26) Development Schemes, Purchase of Fire Brigade and Refuse Van, subject to fulfillment of all codal formalities within provision of budget and to be executed / purchased only from savings of Town Committee, Pithoro District Umerkot, with following conditions:-

- i. The sufficient funds are available in provision of the Budget of the council.
- ii. No liability will be created under any circumstances.
- iii. All codal formalities and rules / policy will be completed.
- iv. There are no dues liabilities on account of salary and pension.
- v. Water supply and drainage system is intact and proper working condition in jurisdiction of the council.
- vi. No vehicle will be purchased for office / officers.

2. The Schemes approved and allowed subject to condition of issuance of certificate of satisfaction by the Chairman, Town Committee, Pithoro, District Umerkot and to implement the SPPRA Rule, 2010 in letter and spirit.

(ABDUL JABBAR ABBASI)  
SECTION OFFICER-I

A copy is forwarded for information to;

1. The Deputy Director, Local Government, District Tharparkar.
2. The Assistant Director, Local Fund Audit District Tharparkar.
3. The Chairman, Town Officer, Town Committee, Pithoro District Umerkot w/r to their letter No.T.C/Estt:/PHO/264/2017 dated 31-07-2017.
4. P.S to Minister, Local Government, Housing Town Planning Department, Karachi.
5. P.S to Secretary, Local Government, Housing Town Planning Department, Karachi.
6. Officer order File.

SECTION OFFICER-I

**OFFICE OF THE DIRECTOR LOCAL GOVERNMENT MIRPURKHAS**

No: DLG/Estt:/629/ of 2017

Mirpurkhas

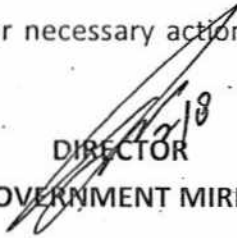
Dated: 2-8-2017

To,

✓  
The Secretary,  
Government of Sindh,  
Local Government Department,  
Karachi.

Subject: PERMISSION FOR NIT OF DEVELOPMENT SCHEMES OF TOWN COMMITTEE PITHORO FOR THE YEAR 2017-18.

Kindly find enclosed herewith a copy of letter No. DDLG/UKT/187/2017 dated 01-08-2017, with its attachments received from Deputy Director Local Government Umerkot, on the subject noted above, for necessary action under rules / present Government policy.

  
DIRECTOR

LOCAL GOVERNMENT MIRPURKHAS

Cc to:-

1. The Deputy Director Local Government Umerkot.
2. The Chairman Town Committee Pithoro

  
DIRECTOR

LOCAL GOVERNMENT MIRPURKHAS



OFFICE OF THE DEPUTY DIRECTOR  
LOCAL GOVERNMENT UMERKOT

NO. DDLG/UKT/ 187 / of 2017

Dated: 01/08/2017

To,

The Director,  
Local Government Mirpurkhas Division,  
@ Mirpurkhas.

Subject:

PERMISSION FOR NIT OF DEVELOPMENT SCHEMES OF TOWN  
COMMITTEE PITHORO FOR THE YEAR 2017-18.

Kindly find enclosed herewith copy of letter No. T.C/ESTT:/PHO/264/2017,  
dated 31.07.2017 of Town Committee Pithoro District Umerkot on the subject noted above.

It is forwarded for further necessary action accordingly.

Deputy Director  
Local Government Umerkot

C.C to:

1. The Secretary, Government of Sindh, Local Government Department, Karachi.
2. The Assistant Director, Local Fund Audit, Umerkot.
3. The Chairman, Town Committee Pithoro.

Deputy Director  
Local Government Umerkot

Phone# 02385-41244/ 41521  
Fax# 02385-41425

No. T.C/ESTT:/PHO/ 264 /2017

OFFICE OF THE  
**TOWN COMMITTEE PITHORO**  
DISTRICT UMERKOT

Pithoro dated, 31-07 - 2017

To.

The Secretary  
Local Government Department,  
Government of Sindh,  
Karachi.


Through proper channel.

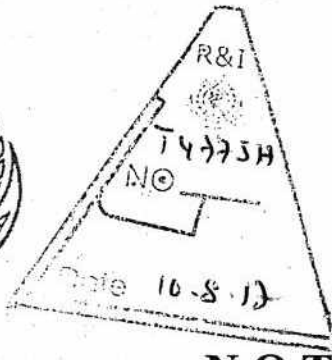
**SUBJECT: PERMISSION FOR NIT OF DEVELOPMENT SCHEMES OF TOWN COMMITTEE PITHORO FOR THE YEAR 2017-18.**

It is submitted that the Town Committee Pithoro has decided to execute of development schemes under ADP-2017-18 and amount of Rs. 4,00,00,000/- in pithoro town for the salvation of public problems.

The salaries and pension is being paid regularly no any liability of salaries/ pension is lying pending and fire station is upgraded the improvement and up-gradation of water supply scheme and disposal schemes is included in ADP-2017-18.

It is therefore requested that necessary permission for NIT of Development Schemes of Town Committee Pithoro for the year 2017-18 an amount of Rs. 4,00,00,000/- may kindly be accorded.

  
(TARIQ ALI CHHORO)  
CHAIRMAN  
TOWN COMMITTEE PITHORO  
DISTRICT UMERKOT



**GOVERNMENT OF SINDH  
LOCAL GOVERNMENT DEPARTMENT**

Karachi, dated the 9<sup>th</sup> August, 2017

**NOTIFICATION**

**No. SOA/LG/2-14/2016/Umerkot:** With the approval of Competent Authority a Procurement Committee consisting with the following composition for undertaking Development Work in Town Committee, Pithoro, District Umerkot during the Financial Year 2017-18 is hereby constituted under Section-7 of SPPRA Rule 2010.

- |  |            |
|--|------------|
| 1. Deputy Director, Local Government Umerkot               | (Chairman) |
| 2. Assistant Executive Engineer, District Council, Umerkot | (Member)   |
| 3. Accounts Officer, Town Committee, Pithoro               | (Member)   |

The functions and responsibilities of Procurement Committee shall be as under (Section-7 of SPPRA Rule-2010):-

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

**-MUHAMMAD RAMZAN AWAN-  
SECRETARY TO GOVT: OF SINDH**

**No. SOA/LG/2-14/2016/Umerkot**

**Karachi, dated the 9<sup>th</sup> August, 2017**

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

- The Director, Sindh Public Procurement Regulatory Authority, Karachi
- The Director, Local Government Mirpurkhas.
- The Chairman, Town Committee, Pithoro, District Umerkot.
- The Assistant Director Local Fund Audit, Umerkot
- The Town Officer, Town Committee, Pithoro, District Umerkot.
- The Accounts Officer, Town Officer / Town Committee, Pithoro, District Umerkot
- P.S to Minister, Local Government Department, Government of Sindh, Karachi.
- P.S to Secretary, Local Government Department, Government of Sindh, Karachi.
- Office order file.

**(ABDUL JABBAR ABBASI)  
SECTION OFFICER-I**

**OFFICE OF THE DIRECTOR LOCAL GOVERNMENT MIRPURKHAS**

No: DLG/Estt:/ 622 of 2017

Mirpurkhas

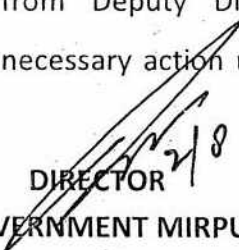
Dated: 2-8-2017

To,

✓  
The Secretary,  
Government of Sindh,  
Local Government Department,  
Karachi.

Subject: **PROPOSED PROCUREMENT COMMITTEE OF TOWN COMMITTEE PITHORO FOR THE FINANCIAL YEAR 2017-18.**

Kindly find enclosed herewith a copy of letter No. DDLG/UKT/189/2017 dated 01-08-2017, with its attachments received from Deputy Director Local Government Umerkot, on the subject noted above, for necessary action under rules / present Government policy.

  
DIRECTOR

LOCAL GOVERNMENT MIRPURKHAS

Cc to:-

1. The Deputy Director Local Government Umerkot.
2. The Chairman Town Committee Pithoro

  
DIRECTOR

LOCAL GOVERNMENT MIRPURKHAS





OFFICE OF THE DEPUTY DIRECTOR  
LOCAL GOVERNMENT UMERKOT

NO. DDLG/UKT/ 189 / of 2017

Dated: 01/08/2017

To,

The Director,  
Local Government Mirpurkhas Division,  
@ Mirpurkhas.

Subject: PROPOSED PROCUREMENT COMMITTEE OF TOWN  
COMMITTEE PITHORO FOR THE FINANCIAL YEAR 2017-18.

Kindly find enclosed herewith copy of letter No. T.C/ESTT:/PHO/263/2017,  
dated 31.07.2017 of Town Committee Pithoro District Umerkot on the subject noted above.

It is forwarded for further necessary action accordingly.

Deputy Director  
Local Government Umerkot

C.C to:

1. The Secretary, Government of Sindh, Local Government Department, Karachi.
2. The Assistant Director, Local Fund Audit, Umerkot.
3. The Chairman, Town Committee Pithoro.

Deputy Director  
Local Government Umerkot

*Handwritten notes:*  
10/07/2017  
examined  
1/8/17  
A.M.

Phone# 02385-41244/41521  
Fax# 02385-41425

No. T.C/ESTT:/PHO/ 263 /2017

OFFICE OF THE  
**TOWN COMMITTEE PITHORO**  
DISTRICT UMERKOT

Pithoro dated, 31-07-2017

To,

The Secretary  
Local Government Department,  
Government of Sindh,  
Karachi.

Through proper channel.

**SUBJECT: PROPOSED PROCUREMENT COMMITTEE OF TOWN COMMITTEE  
PITHORO FOR THE FINANCIAL YEAR 2017-18.**

In Presence of the Sindh Public Procurement Rules -2010 terms of Rule -7 in  
(Constitution of Procurement Committee) is produced as under :-

"The procuring agency shall, with the approval of its Head of the Department, to constitute as many procuring committees, as it deem fit, each committee comprising Odd number of persons and headed by a Gazetted Officer not below than the rank of BS-18, or if not available, the officer of the highest grade, shall ensure that at least one third of the members of a procurement committee are from the agencies or departments other than the procuring agency"

The undersigned is pleased to proposed the odd numbers of following officers of Local Government Department, as members of procurement committee, of Town Committee, Pithoro, for the smooth functioning of development works for the year 2017-18.

- |  |           |
|--|-----------|
| 1. Deputy Director, Local Government, Umerkot.             | Chairman. |
| 2. Assistant Executive Engineer, District Council, Umerkot | Member.   |
| 3. Accounts Officer, Town Committee, Pithoro.              | Member    |

You are requested to kindly issue notification in this regard at an earliest.

  
(Q ALI CHHORO)  
CHAIRMAN  
TOWN COMMITTEE PITHORO  
DISTRICT UMERKOT

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

No. TC/PHO/GEN/ 469 /2017

Pithoro

Dated: 27-11-2017

**NOTIFICATION.**

The Complaint Redressal Committee for the year 2017-18 with following composition is approved for Town Committee Pithoro as required under Rule (31) of SPPRA Rules, 2010.

- |  |           |
|--|-----------|
| 1. Chairman Town Committee Pithoro           | Chairman. |
| 2. Accounts Officer District Council Umerkot | Member.   |
| 3. Taxation Officer Town Committee Pithoro   | Member.   |

  
CHAIRMAN  
TOWN COMMITTEE PITHORO

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Annual Procurement Plan works, goods & services for the Year 2017-2018**

S.No	Description of Procurement	Qty. (Where applicable)	Estimate unit cost (where applicable Millions)	Funds allocation in Million	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of procurement				Remarks
							1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
1	Brick Pavement at Street No.6 Chohan Mouhalla/ Masjid Street Pithero City	-	2205000	2205000	Local Fund ADP (Own Funds)	Single Stage one envelopment procurement		100 %			Work will be executed as per SPPRA Rule 2010 amended 2013.
2	Remaining Work Of Disposal @ Chohan Mohallah Town Committee Pithoro	-	2137000	2137000	-Do-	-Do-		100%			-Do-
3	Construction of C.C Block at Eid Gah Pithoro City	-	1935000	1935000	-Do-	-Do-		100%			-Do-
4	Construction of Black Top Road From Ghulam Nabi Shah Road to Bashir Bakrey House Pithoro City	-	1881000	1881000	-Do-	-Do-		100%			-Do-
5	Brick Pavement From and Culverts at Ismail Sehto Town	-	416000	416000	-Do-	-Do-		100%			-Do-
6	Brick Pavement From G.B.S. School to Alam Roonjha House Pithoro Town	-	355000	355000	-Do-	-Do-		100%			-Do-
7	Construction of Block Top Road Perbho House to Mirza House Pithoro Town	-	821000	821000	-Do-	-Do-		100%			-Do-
8	Providing/Laying Jointing 4" dia PVC pipe Line Water Supply Pithoro Town	-	755000	755000	-Do-	-Do-		100%			-Do-

9	Construction of Culverts @ Vikram Chaki Aata Pithoro Town	-	128000	128000	-Do-	-Do-		100%			-Do-
10	Brick Pavement and Culvert from Link Road to Zahid Mari Pithoro Town	-	630000	630000	-Do-	-Do-		100%			-Do-
11	Brick Pavement at Village Haji Shumasdin Chhoro Pithoro	-	1275000	1275000	-Do-	-Do-		100%			-Do-
12	Construction C.C Block from Akri Bazar Chowk to GBS Ghahei Khan Chhohan Pithoro	-	747000	747000	-Do-	-Do-		100%			-Do-
13	Construction of C.C Block Street Khadim Solangi House To Kashif Chhoro House Pithoro Town	-	478000	478000	-Do-	-Do-		100%			-Do-
14	Brick Pavement and Open Surface Drain Kirshan Oad to Saand Muhalla Madrsa Street and Asghar Lashari	-	707000	707000	-Do-	-Do-		100%			-Do-
15	Brick Pavement Street From Girls Primary School To Ram Nagar Pithoro Town	-	1128000	1128000	-Do-	-Do-		100%			-Do-
16	Construction of C.C Block @ Madrsa Jamia Rashida/ Marvi Muhallah Pithoro Town	-	239000	239000	-Do-	-Do-		100%			-Do-
17	Construction of C.C Block and Open Surface Drain from Old Post Office Station Pithoro to Ghullan Chhoro House	-	222000	222000	-Do-	-Do-		100%			-Do-
18	Construction of C.C Block Street Jan Muhammad Ronjhoo Shop To Gaju House Akri Pithoro Town		300000	300000	-Do-	-Do-		100%			-Do-
19	Improvement of Black Top Road from Saleem Petrol Pump To Noorani Masjid Akri Pithoro Town	-	2708000	2708000	-Do-	-Do-		100%			-Do-

20	Construction of C.C Block Street From Yousif House To Community Center Manghwar Parra Pithoro Town	-	600000	600000	-Do-	-Do-		100%			-Do-
21	Construction of C.C Block Street From Main Road Aara Machine To Kashif Hussain Chhoro Otaq Pithoro Town	-	312000	312000	-Do-	-Do-		100%			-Do-
22	Supply of Fire Brigade Vehicle for Town Committee Pithoro	-	7500000	7500000	-Do-	-Do-		100%			-Do-
23	Supply of Refuse Van Vehicle for Town Committee Pithoro	-	5500000	5500000	-Do-	-Do-		100%			-Do-
24	Renovation of Urban Water Supply Scheme PithoroTown	-	3973000	3973000	-Do-	-Do-		100%			-Do-
25	Repair of Open Surface Drain of Chohan Mohallah Pithoro Town	-	360000	360000	-Do-	-Do-		100%			-Do-
26	Providing laying and Fixing of 4" dia Water Supply Scheme for Jaipuri Mohallah Pithoro Station	-	475000	475000	-Do-	-Do-		100%			-Do-
27	Providing/Laying Fixing 4" dia pipe Line For Chohan Mohallah PithoroTown	-	812000	812000	-Do-	-Do-		100%			-Do-
28	Construction of Pump House for Filter Plant Near Old Naka Pithoro	-	780000	780000	-Do-	-Do-		100%			-Do-

  
**Accounts Officer**  
**Town Committee Pithoro**

Scheme No.1					
Quantity of Bill					
Name of Work		Brick Pavement at Street No.6 Chohan Mouhalla/Masjid Street Pithero City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	70400	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	435600
2	70400	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263.00	%o Cft	18515
3	35200	Dry Brick On Edge Peving Send Grouted i/c prepartion of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	%sft	1345897

Total	1800012
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Assistant Executive Engineer  
District Council Umerkot

I am agreed for execution of above said work/job at the \_\_\_\_\_ % above/below of S.R.

Contractor

Scheme No.02					
Quantity of Bill					
Part " A " Pump House					
Name of Work		Remmning Work Of Disposal @ Chohan Mohallah Town Committee Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	178.23	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	% cft	566
2	74.23	Cement concrete brick on stone ballast 1-1/2"x2" gauge Ration 1:4:8 (P.H.S.I.No.4 P-15)	9416.28	p % cft	6990
3	164.00	Pacca Brick work in Foundation in plinth in ratio 1.4.8 e.t.c.complete	11948.36	p % cft	19595
4	53	Damp proof course with cement sand in shingle concrete 1:2:4 i/c coast of asphaltic mixture (GSI.No.27.C P-22)2" Thick	1420.4	p % sft	753
5	112	Filling Watering & Ramming earth in floors with surplus earth from foundation lead upto one chain sand lift upto 5 (GSIO No.P	1512.50	% cft	169.40
6	286.25	Pacca brick work in ground floor in cement sand mortar 1.6	12674.36	p % cft	36280
7	119	R.CC work i/c all labor and material except the cost of Reinforcement and its labor for bending and blinding which will Be paid separately. This are also includes of all kinds of forms lifting Be paid separately. This r5ete also includes of all kinds of forms lifting Shuttering curing rendering and washing of shingle (a) R.C work roof Slabs beams columns rafts lintels and other structure member laid inPosting complete in all respect ration 1:2:4 90-Lbs cement 2 Cft.Sand 4 Cft. Shingle 1/8" to 1/4" gauge .(G.S.I No.6 P-17)	337	p/cft	40103
8	4.23	Fabrication of mild steel 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 form bars.(G.S.I.No. 7(ii) P-7).	5001.70	p/cwt	21157
9	120	Providing and laying 2" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (G.S.I.No.16 P-47). 3" dia thick	3275.5	p % sft	3931
10	28	Making fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x2" 3/8 and 3/4" Sq: bars 4" centre to centre with locking arrangement.(GSI,item No.2,P.92)	726.72	p/sft	20348
11	1.18	Small iron work such as gusset plate knees bends stirrups rings etc including cutting drilling reverting handling assembling and fixing but excluding in postion GSI.No.1P.96	4928.49	P.sft	5816
12	1.18	Erection & fitting in position of iron trusses staging & water tank etc complete	271.04	P.cwt	320
13	24	Supplying & fixing in position iron steel grill using solid squire bars of size 1/2"x1/2"placed a 4" i/c & from of flate of 3/4x3/4 stap at istcot of red with painted etc complete	180.5	P.sft	4332
14	506	Cement Plaster 1.6 upto 12" high 1/2" thick etc complete	2206.60	P.sft	11165
15	506	Cement Plaster 1.4 upto 12" high etc complete	1213.58	P.sft	6141



16	436	Cement pointing struck joints on walls ratio 1.3	1213.58	P.sft	5291
17	633	Prime chalk coat for dismber	442.75	P.sft	2803
18	633	Distember 2 coat	1043.9	P.sft	6608
19	104	Painting new surface	2116.41	P.sft	2201

<b>Total</b>			<b>194569</b>		
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**Assistant Executive Engineer  
District Council Umerkot**

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**Contracto  
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Scheme No.02					
Quantity of Bill					
Part " B " Water Supply Line					
Name of Work	Remming Work Of Disposal @ Chohan Mohallah Town Committee Pithoro				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	#####	Providing Laying & fixing in trench i/c fitting jointing & testing etc complete in all respect the high density polyethylene PE pipes (HDPE-100) for w/s confirming 150 (PHSI NOF./1 PN10T-P-26) 4" dia 110mm (OD)	224.00	P.Rft	336000
2	1	Supplying & fixing air valve double acting (PHSI.NO.8.P.98)	4000	Each	4000
3	1	High Denisity PE fitting pipe 110mm tee	1986	Each	1986
	4	125mm od bend 90	2132	Each	8528
4	9	Butt Fussion joint (SML.NO.H.P.106 4" dla	1000	P.joint	9000
5	13125	Excavation for pipe line in trenches & pits in sandy soil i/c trimming & pits in wet soils clay of mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade etc complete (PHSI.No.A/1-P-60) 4" Dia	3600	P%o cft	47250
6	11812	Raffling the Excavated stuff trench 6" thick layers i/c watering ramming to full compaction etc complete	2760	P%o cft	32601
7	1	Providing Chamber 3-1/2x2-1/2 (1064x762)mm inside dimension 7".2.13 meter deep as per approved design for sluice valve 15" to 24" with 24" (610mm) dia in side cast iron cover and frame (PSHL.NO.3-P-50) For A/V	18820	Each	18820
		<b>TOTAL</b>			<b>458185</b>



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Scheme No.02					
Quantity of Bill					
Part " C " PUMPING MACHINERY					
Name of Work		Remming Work Of Disposal @ Chohan Mohallah Town Committee Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	1	Suppling & Installing Diesel Engine set i/c transportation to site drainage scheme pithoro at Disposal work Chohan Mohallah Diesel Engine 16 BHP 200/2200RPM i/c standard accession coupled with non-clogging centrifugal KSB pump type KWPZ (65x315) size (3"x2 1/2" Capable to give discharge 170 GPM against head of 105 ft mounted on common steel farne or base plate including installing of diesel pumping set cement concrete foundation ratio 1.2.4 with Ms nuts bolts of 5/8" dia to be embedded in cc foundation plinth of the pumping set for overs under actual working condition etc complete (RA. attached	739807	P.Set	739807
2	44	M.S pipe made out of MS sheet of 4.8mm (3/16" thick) MS sheet i/c cutting bending folding to correct curvature as shape (MR)	578	P.Rft	25431
	i	Suction 4" dia			
	ii	22 Delivery 4" Dia	577.98	P.Rft	12716
3	14	Manufacturing supplying MS flanged of diff dia made out of MS sheet cutting drilling holes and welding of flanges with MS pipe etc complete 4" Dia	770.44	Each	10786
4	2	C.I Sluice valve heavy pattern test pressure 300 ibs/sq inch	5460	Each	10920
5	4	C.I Reflex valve heavy pattern test pressure 300 ibs/sq	1706.25	Each	6825
6	63	C.I Bend with flanged ends with holes i/c turing and facing flanges for all size 4" dia 90"	120	P.kg	7560
7	49	C.I Tappers flate bottomed or central tapered ends with holes i/c turning and facing of flanges for all size MR Reducrr2"	120	P.kg	5880
8	97.50	C.I Tee with flanged ends with holes i/c turning and facing of flanges for all sizes MR 4x4x4x	120	P.kg	11700
9	1	C.I Short Piece MR 4" dia	487.50	Each	488
10	28	Jointing C.I MS flanged pipes and specials flange and inside trench i/c supplying rubber packing etc complete (PHSI.No.1P.35 4" Dia	513	Each	14364

11	4	Cutting holes 4"x6" in stone masonry or brick wall with repairing masonry within (GSI.NO.72.P.113)	169.40	P.Hole	677.6
		TOTAL	847154		



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Scheme No.02					
Quantity of Bill					
Part " D " COMPOUND WALL					
Name of Work		<b>Remming Work Of Disposal @ Chohan Mohallah Town Committee Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	733	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet	3176.25	% cft	2328
2	147	Cement concrete brick on stone ballast 1-1/2"x2" gauge Ration 1:4:8 (P.H.S.I.No. 4 P-15)	9416.28	p % cft	13842
3	951	Pacca Brick work in Foundation in plinth in ratio 1.4.8 e.t.c.complete	11948.36	p % cft	113629
4	211	Damp proof course with cement sand in shingle concrete 1:2:4 i/c coast of asphaltic mixture (GSI.No.27.C P-22)2" Thick	3912.85	p % sft	8256
5	347	Pucca work other than building i/c striking og joints upto 20ft height in cement mortor 1.6 GSI No.7/c P-25	12346.65	%cft	42843
6	1520	Cement Plaster 1.6 upto 12" hight 1/2" thick etc complete	2206.60	P% sft	33540
7	1520	Cement Plaster 1.4 upto 20" hight 3/8" thick etc complete	2197.52	P% sft	33402
8	890	Cement pointing struck joints on walls ratio 1.3	1213.50	P% sft	10800
9	49.25	R.CC work i/c all labor and material except the cost of Reinforcement and its labor for bending and blinding which will Be paid separately. This are also includes of all kinds of forms lifting Be paid separately. This r5ete also includes of all kinds of forms lifting Shuttering curing rendering and washing of shingle (a) R.C work roof Slabs beams columns rafts lintels and other structure member laid inPosting complete in all respect ration 1:2:4 90-Lbs cement 2 Cft.Sand 4 Cft. Shingle 1/8" to 1/4" gauge .(G.S.I No.6 P-17)	337	p/cft	16597
10	1.75	Fabrication of mild steel 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 form bars.(G.S.I.No. 7(ii) P-7).	5001.70	p/cwt	8753
11	50	Making fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x2" 3/8 and 3/4" Sq: bars 4" centre to centre with locking arrangement.(GSI,item No.2,P.92)	726.72	p/sft	36336
12	72	Providing and laying hala or pattern tiles glazed 8"x 8" x 1/2" on floor or wall facing in required color and pattern of stile (GSI.NO.61.P-53	34520.3	P.sft	24855
18	1520	Prime chalk coat for dismber	829.9	p%SFT	12614

19	1520	Distember (GSI.NO.26./aP-59	1043.9	p%SFT	15867
20	100	Painting new surface	2116.41	p%SFT	2116
<b>Total</b>			<b>375780</b>		



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Scheme No.3					
Quantity of Bill					
Name of Work		Construction of C.C Block @ Eid Gah Pithoro City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	8000	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	49500
2	5280	Cement concret brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	P.Cft	497180
3	171.60	Erection and removal of centring for reinforced or plain cement concrete work of partal wood (2nd class) Vertical (S,I,No,19(b) P.18	3127.41	P.Cft	5367
4	5280	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	P.Cft	761864

<b>Total</b>	<b>1313911</b>
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Contractor

Scheme No.4					
Quantity of Bill					
Name of Work		Construction of Black Top Road From Gulam Nabi Shah Road to Bashir Bakeri Pithoro City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	4400	Preparing Sub-base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 2".1 1/2" in required thickness of (2 layers) to proper camber and grade including supplying and spreading 10 cft.Screening and non plastic quarry fines.filling depression with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per AASHO specifications.Rate includes all cost of materials T&P and carriage upto site of work	9799.64	%sft	431184
2	4400	Preparing Base course i/c supplying and Spreading stone metal of approved quality properly graded to maximum size of 1.1/2" in required thickness to proper camber and grade including supplying and spreading 15.cft. Screening and non plastic quarry fines.filling depression with stone metal after initial rolling including ..AASHO.specification .(rate includes Providing and using templates camber plates.screens.forms as directed.(Rate includes all cost of materials T&P and carriage upto.3. chains)	10882.50	%cft	478830
3	1100	Laying Brick on end edging including supplying 9"4.4.1/2"3" first class bricks excavation for laying edging with small side prallel to the road (Rate includes led upto 3.chains)	2969.62	%Rft	32665.8
4	8800	Providing surface dressing 1st coat on new or existing surface with 30 lbs bitumen and 4.cft .of bajri of required size including cleaning the road surface rolling etc .complete.(rate includes all cost of materials T&P and carriage upto 3.chains).	1683.17	%cft	148119.0
5	8800	Providing Surface dressing 2nd coat on new or existing surface with 25 lbs bitumen and 3.5 cft.of required including cleaning the road surface rolling etc.complete.(Rate includes all cost of materails y7P and carriage upto 3.chains)(R.A Atched	1377.47	% Sft	121217
6	8800	Providing and lying to proper lineand grade 1.1/2" thick Pre-Mix carpet with(Paver Machine Prepared to Specifited Formula according to job mix formula approved by engineer incharge i/c rolling and finishing to proper line .grade level and camber etc.Rate all cost of material T&P and carriage upto 3.chain (S.H.W.P.8.1.20)	7256.99	% sft	638615
7	6000	Earth work embankment from borrownpits including laying in 6"layers.breaking ramming dressing complete.lead upto 100.ft lift upto 5.ft.(in ordinary soil) Earth work for road embankment bullozer including ploughing.mixing.cold breaking dressing and compacting with optimum moisture content .lead upto 100.ft.and lift upto .5.ft in all types of soil except rock.	7233.57	%cft	43401.4
<b>Total</b>					<b>1894033</b>



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Contractor



Scheme No.5					
Quantity of Bill					
Part A Brick Pavement					
Name of Work		Brick Pavement & Culverts at Ismail Sehto Town			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	12000	Borrow pit excavation undressed lead upto 100ft	6187.50	‰ Cft	74250
2	12000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263.00	‰ Cft	3156
3	6000	Dry Brick On Edge Peving Send Grouted i/c preparation of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	229414

<b>Total</b>	<b>306820</b>
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Contractor

Scheme No.5					
Quantity of Bill					
Part B Culverts					
Name of Work		Brick Pavement & Culverts at Ismail Sehto Town			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	45	Pucca Brick work Ground Floor in ratio 1/6 (G.S.P.N.21.I.N.5.E)	12674.36	P. %Cft	5703
2	52.5	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	P.Cft	17693
3	2.34	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)	5001.7	P.Cwt	11704

<b>Total</b>	<b>35100</b>
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**Contractor**

## Scheme No.6

## Quantity of Bill

Name of Work		<b>Brick Pavement From G.B.P.School To Allam Roujha House Street Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	2000	Borrow pit excavation undressed lead upto 100ft	6187.50	‰ Cft	12375
2	2000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263.00	‰ Cft	526
3	7000	Dry Brick On Edge Peving Send Grouted i/c preparation of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	267650

<b>Total</b>	<b>280551</b>
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**Contractor**

Scheme No.7					
Quantity of Bill					
Name of Work		Construction of Black Top Road Perbho House To Mirza House Pithoro Town			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	4950	Making diagonal grooves of 1-1/2" at 2.ft centre in road surface	146.41	%sft	7247
2	2475	Preparing Base course i/c supplying and Spreading stone metal of approved quality properly graded to maximum size of 1.1/2" in required thickness to proper camber and grade including supplying and spreading 15.cft. Screening and non plastic quarry fines.filling depression with stone metal after initial rolling including ..AASHO.specification .(rate includes Providing and using templates camber plates.screens.forms as directed.(Rate includes all cost of materials T&P and carriage upto.3. chains)	10882.50	%cft	269342
3	660	Laying Brick on end edging including supplying 9"4.4.1/2"3" first class bricks excavation for laying edging with small side prallel to the road (Rate includes led upto 3.chains)	2969.62	P.Rft	19599.5
4	4950	Providing surface dressing 1st coat on new or existing surface with 30 lbs bitumen and 4.cft .of bajri of requried size including cleaning the road surface rolling etc .complete.(rate includes all cost of materials T&P and carriage upto 3.chains).	1683.17	P. %Cft	83316.9
5	4950	Providing Surface dressing 2nd coat on new or existing surface with 25 lbs bitumen and 3.5 cft.of required including cleaning the road surface rolling etc.complete.(Rate includes all cost of materails y7P and carriage upto 3.chains)(R.A Atched	1377.47	%sft	68185
6	4950	Providing and lying to proper lineand grade 1.1/2" thick Pre-Mix carpet with(Paver Machine Prepared to Specifited Formula according to job mix formula approved by engineer incharge i/c rolling and finishing to proper line .grade level and camber etc .Rate all cost of material T&P and carriage upto 3.chain (S.H.W.P.8.I.20)	7256.99	%sft	359221
7	1800	Earth work embankment from borrowpits including laying in 6"layers.breaking ramming dressing complete.lead upto 100.ft lift upto 5.ft.(in ordinary soil) Earth work for road embankment bullozer including plouhing.mixing.cold breaking dressing and compacting with optimum moisture content .lead upto 100.ft.and lift upto .5.ft in all types of soil except rock	7233.57	%cft	13020.4

<b>Total</b>	<b>819932</b>
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Contractor

Scheme No.8					
Quantity of Bill					
Name of Work		Providing /laying Jointing/PVC Pipe Line Water Supply at Pithoro City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	27300	Excavation for pipe lines in trenches and pits in soft rock by blasting i/c trimming and dressing sides to true alignment and shape leveling off beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one ch	4650.00	P.Rft	126945
2	2600	Providing PVC pipe line of clas "B" (equivalent make) fixing in trenches i/c cutting fitting and jointing with 2 joints with one rubber rung i/c testing with water to head of 62 meter or 200' ft (PHS ,item No.(E-1) P.No.22).	137.00	P.Rft	356200
3	3	C.I Sluice Valve heavy pattern test pressure 21Kg/Sq.cm or 300 lbs/inch (P.H.S.O.M.I.No.2.P-9)	7538.00	P.Each	22614
4	24570	Refilling the Excavation stuff and trenches 6" thick layer including watering ramming and full compaction etc..Complete (P.H.S.I.No.24.P/53	2760	%o cft	67813
5	2	Providing Chambers 3"x2" (915x615mm) inside dimensions) 4"1/2"(1372mm) deep for as per approved designe for sluice valve 3"(1152mm) thick cement plaster 1:3 C.M. to all inside wall surface ans to top hinged cast iron cover and frame 15x9 (inside) clear open	18820	each	37640
6	4	P.V.C. Z Joint Fitting (S.of .M.I.N.18.P.No-112)	1181	each	4724
7	4	P.V.C Bend	956	each	3824
8	6	P.V.C Socket	1125	each	6750
9	5	Making Joinr To PVC Specials jitting i/c laying of specials and costing of solvent cement of equived dia meter and testing the joint along with PVC pipe line good to all leak joint etc.complete (P.H.S.I.No.1.P-41	70	P/joint	350

<b>Total</b>	<b>626860</b>
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Contractor

Scheme No.9					
Quantity of Bill					
Name of Work		Constrution Of Culvert At Vikram Chaki Aata Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	324	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	P. %Cft	1029
2	90	Cement Concrete bricks on stone ballast 1-1/2" x 2" gague ratio 1:4:8 (G.S.I.No. 4 P-15).	9416.28	P. %Cft	8475
3	312	Pucca Brick work in foundation and plith with cement sand mortar 1.6 ratio e.t.c complete (G.S.I.N.....P.N.....)	11948.36	P. %Cft	37279
4	202	Cement plaster 1:4 up to 12' height 1/2" thick (G.S.I.No._11 P/57).	2284	P%Sft	4614
5	202	3/8"thick	2197.52	P%Sft	4439
6	77	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	P.Cft	25949
7	3.43	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	17156

<b>Total</b>	<b>98940</b>
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Contractor

Scheme No.10					
Quantity of Bill					
Part A Brick Pavement					
Name of Work		Brick Pavement /Culvert From Link Road To Zahid Mari Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	16000	Borrow pit excavation undressed lead upto 100ft	6187.50	‰ Cft	99000
2	16000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263.00	‰ Cft	4208
3	8000	Dry Brick On Edge Peving Send Grouted i/c prepartion of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	305886

<b>Total</b>	<b>409094</b>
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**Contractor**

Scheme No.10					
Quantity of Bill					
Part B Culverts					
Name of Work		Brick Pavement /Culvert From Link Road To Zahid Mari Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	324	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	P.‰ Cft	1029
2	90	Cement Concrete bricks on stone ballast 1-1/2" x 2" gague ratio 1:4:8 (G.S.I.No. 4 P-15).	9416.28	P. %Cft	8475
3	312	Pucca Brick work in foundation and plith with cement sand mortar 1.6 ratio e.t.c complete (G.S.I.N.....P.N.....)	11948.36	P. %Cft	37279
4	202	Cement plaster 1:4 up to 12' height ½" thick (G.S.I.No._11 P/57).	2283.93	P%Sft	4614
5	202	3/8"thick	2197.52	P%Sft	4439
6	77	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	337.00	P.Cft	25949
7	3.43	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)	5001.7	P.Cwt	17156

Total	98940
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Contractor



## Scheme No.11

## Quantity of Bill

Name of Work	<b>Brick Pavement at Village Haji Shamsudin Chhoro Pithoro</b>				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	23000	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	142313
2	23000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.%o Cft	6049
3	23000	Dry Brick On Edge Peving Send Grouted i/c preparation of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	879421

Total	1027783
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Scheme No.12

Quantity of Bill

Name of Work	<b>Construction of C.C Block Form Akri Bazar Chowk To G.P.School Gahei Khan Choahan Pithoro Town</b>				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	6000	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	37125
2	6000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.%o Cft	1578
3	1980	Cement concreet brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	186442
4	1740	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	251069

Total	476214
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## Scheme No.13

## Quantity of Bill

Name of Work	Construction of C.C Block From Khadim Solangi House To Kashif Hussain Chhoro				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	6000	Borrow pit excavation undressed lead upto 100ft	6187.50	% Cft	37125
2	6000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.% Cft	1578
3	1320	Cement concret brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	124295
4	1000	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	144293

Total	307290
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Contracto

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## Scheme No.14

## Quantity of Bill

## Part A Brick Pavement

Name of Work	Brick Pavement / Open Surface Drain @ Kirshan oad To Sand Mouhalla/Madrssa Street & Asghar Lashari				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	1452	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	P.‰ Cft	4612
2	726	Cement Concrete bricks on stone ballast 1-1/2" x 2" gague ratio 1:4:8 (G.S.I.No. 4 P-15).	9416.28	P. %Cft	68362
3	1350	Pucca Brick work in foundation and plith with cement sand mortar 1.6 ratio e.t.c complete (G.S.I.N.....P.N.....)	11948.36	P. %Cft	161303
4	600	Constrution of stdard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	94	P.Rft	56400
5	1800	Cement plaster 1:4 up to 12' height 1/2" thick (G.S.I.No._11 P/57).	2284	P%Sft	41111
6	1800	3/8"thick	2197.52	P%Sft	39555
7	112.5	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	P.Cft	37913
8	4.52	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)	5001.7	P.Cwt	22608

Total

431863



Assistant Engineer  
District Council Umerkot

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

Contractor

Scheme No.14					
Quantity of Bill					
Part B Open Surface					
Name of Work	Brick Pavement / Open Surface Drain @ Kirshan oad To Sand Mouhalla/Madrssa Street & Asghar Lashari				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	4800	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	29700
2	4800	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.%o Cft	1262
3	2400	Dry Brick On Edge Peving Send Grouted i/c preparation of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	91766

<b>Total</b>	<b>122728</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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

**Contractor**

## Scheme NO.15

## Quantity of Bill

Name of Work		<b>Brick Pavement Street From Girls Primary School To Ram Nagar Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	36000	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	222750
2	36000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263.00	%o Cft	9468
3	18000	Dry Brick On Edge Peving Send Grouted i/c prepartion of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	3823.57	% Sft	688243

<b>Total</b>	<b>920461</b>
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District Council Umerkot**

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**Contractor**


## Scheme No.16

## Quantity of Bill

Name of Work	<b>Construction of C.C Block At Madarsa Jamia Rashidia/Marvi Mouhalla Pithoro</b>				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	3000	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	18563
2	3000	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.%o Cft	789
3	660	Cement concret brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	62147
4	500	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	72146

<b>Total</b>	<b>153645</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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**Contracto**

**r**

Scheme No.17

Quantity of Bill

Part A C.C.Block

Name of Work		<b>Construction of C.C Block/Open Surface Drain From Old Post Office Station Pithoro To Ghullan Choro House</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	1500	Borrow pit excavation undressed lead upto 100ft	6187.50	‰ Cft	9281
2	1500	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.‰ Cft	395
3	396	Cement concreet brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	37288
4	300	Dry Brick On Edge Peving Send Grouted i/c prepartion of bed by watering ramming and bringing they sme to perper camber by 1/2 thick mid plaster (G.S.I.NO.5.P.40	14429.25	% Cft	43288

<b>Total</b>	<b>90252</b>
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District Council Umerkot

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

Contractor



Scheme No.17

## Quantity of Bill

## Part B Open Surface

Name of Work	Construction of C.C Block/Open Surface Drain From Old Post Office Station Pithoro To Ghullan Chhoro House
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Name of Agency

S.NO	Qty	Items	Rate	Unit	Amount
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1	242	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	P.%o Cft	769
2	121	Cement Concrete bricks on stone ballast 1-1/2" x 2" gague ratio 1:4:8 (G.S.I.No. 4 P-15).	9416.28	P. %Cft	11394
3	225	Pucca Brick work in foundation and plith with cement sand mortar 1.6 ratio e.t.c complete (G.S.I.N.....P.N.....)	11948.36	P. %Cft	26884
4	100	Constrution of stdard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	94	P.Rft	9400
5	150	Cement plaster 1:4 up to 12' height 1/2" thick (G.S.I.No._11 P/57).	2284	P%Sft	3426
6	150	3/8"thick	2197.52	P%Sft	3296
7	11.25	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	P.Cft	3791
8	0.5	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)	5001.7	P.Cwt	2501

Total

61460



Assistant Executive Engineer  
District Council Umerkot

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

Contractor

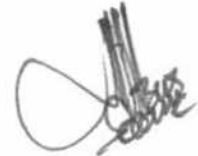
Scheme No.18

Quantity of Bill

Name of Work	<b>Construction of C.C Block Form Jan Muhammad Roujho Shop To Gaju Roujho Houe Akri Pithoro Town</b>				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	2420	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	14974
2	2420	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.%o Cft	636
3	798.6	Cement concret brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	75198
4	701.8	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	101264

Total	192073
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I am agreed for execution of above said work/Job at the \_\_\_\_\_ % above/below of S.R.

Contracto

r

Scheme.No.19					
Quantity of Bill					
Name of Work		<b>Improvement of Black Top Road From Saleem Petrol Pompe To Noorani Masjid/ Akri Pithoro Town</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	17600	Making diagonal grooves of 1-1/2" at 2.Ft:centre to centre in road surface	146.41	%sft	25768
2	6131.4	Preparing Base course i/c supplying and Spreading stone metal of approved quality properly graded to maximum size of 1.1/2" in required thickness to proper camber and grade including supplying and spresding 15.cft. Screening and non plastic quarry fines.filling depression with stone metal after initial rolling including ..AASHO.specification .(rate includes Providing and using templates camber plates.screens.forms as directed.(Rate includes all cost of materials T&P and carriage upto.3. chains)	10882.50	%cft	667250
3	2440	Laying Brick on end edging including supplying 9"4.4.1/2"3" first class bricks excavation for laying edging with small side prallel to the road (Rate includes led upto 3.chains)	2969.62	%Rft	72459
4	18580	Providing surface dressing 1st coat on new or existing surface with 30 lbs bitumen and 4.cft .of bajri of requiried size including cleaning the road surface rolling etc .complete.(rate includes all cost of materials T&P and carriage upto 3.chains).	1683.17	%cft	312733
5	18580	Providing Surface dressing 2nd coat on new or existing surface with 25 lbs bitumen and 3.5 cft.of required including cleaning the road surface rolling etc.complete.(Rate inludes all cost of materails y7P and carrige upto 3.chains)(R.A Atched	1377.47	% Sft	255934
6	18580	Providing and lying to proper lineand grade 1.1/2" thick Pre-Mix carpet with(Paver Machine Prepared to Specifited Formula according to job mix formula approved by engineer incharge i/c rolling and finishing to proper line .grade level and camber etc.Rate all cost of material T&P and carriage upto 3.chain (S.H.W.P.8.1.20)	7256.99	% sft	1348349
7	5400	Earth work embankment from borrowpits including laying in 6"layers.breaking ramming dressing complete.lead upto 100.ft lift upto 5.ft.(in ordinary soil) Earth work for road embankment bullozer including plouhing.mixing.cold breaking dressing and compacting with optimum moisture content .lead upto 100.ft.and lift upto .5.ft in all types of soil except rock.	7233.57	%cft	39061

<b>Total</b>	<b>2721553</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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**Contractor**

Scheme No.20					
Quantity of Bill					
Name of Work		<b>Construction of C.C Block from Yousif House To Community Center Manghwar Parra Pithoro Town</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	4800	Borrow pit excavation undressed lead upto 100ft	6187.50	‰ Cft	29700
2	4800	Earth work comoactions (Soft ,ordinary or hard soilearth in 6" layers and complet	263	P.‰ Cft	1262
3	1584	Cement concreet brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	149154
4	1392	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	200855

<b>Total</b>	<b>380971</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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**Contracto**

**r**

Scheme No.21

Quantity of Bill

Name of Work	<b>Construction of C.C Block Street From Main Road Ara Machine To Kashif Hussain Chhoro Otaq Pithoro Town</b>				
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	2500	Borrow pit excavation undressed lead upto 100ft	6187.50	%o Cft	15469
2	2500	Earth work comoactions (Soft ,ordinary or hard soil earth in 6" layers and complet	263	P.%o Cft	658
3	825	Cement concret brick or stone ballast 1-1/2" to 2gauge Ratio 1.4.8	9416.28	% Cft	77684
4	725	Cement concrete plain i/c placing compacting ,finishing and curing.complet (i/c screening and wishing at stone aggregate without shuttering Ratio 1.2.4	14429.25	% Cft	104612

<b>Total</b>	<b>198423</b>
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District Council Umerkot**

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

**Contracto**

**r**

Scheme.No.22					
Quantity of Bill					
Name of Work		<b>Supply of Fire Birgade Vehicle For Town Committee Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	1	supply of fire fighting vehicle of 4500 liters water tank inculding Truck chassis along with fire fighting accessories	Open Rate	P.Job	Open Rate

<b>Total</b>	<b>Open Rate</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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**Contractor**

Scheme.No.23					
Quantity of Bill					
Name of Work		<b>Supply of Refuse Van Vehicle For Town Committee Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	1	Purchase of Fire birgade vehicle for Town Committee Pithoro	Open Rate	P.Job	Open Rate

<b>Total</b>	<b>Open Rate</b>
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**Assistant Executive Engineer  
District Council Umerkot**

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

**Contractor**

Scheme No.24					
Quantity of Bill					
Part " A "					
Name of Work		<b>Renovation of Urban Water Supply Scheme Pithoro Town</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	120.00	Excavation for tanks and reservoir in soft soil i/c trimming and dressing sides to true alignment design correct profiles and shape leveling of beds of trenches to correct level grade i/c laying of earth in 6" layers of construction of tank and dressing and disposal of surplus etc complete (PHSI.NO.1-P-68) 0-5 Depth	3600.00	% cft	432
2	1620	Excavation for tanks and reservoir in wet soft clay of mud i/c trimming and dressing sides to true alignment design correct profiles and shap leveling of beds of trenches to correct level grade i/c laying of earth in 6" layers of construction of tanks and tressing and disposal of surplus excavated earh within one chain as directed by engineer incharge ( PHSI.NO.14P.74)	5400	% cft	8748
3	160.00	Providing and laying UPVC pipes of class "C" (equivalent make) fixing in trench i/c cutting fitting and jointing with "Z" joint with one rubber ring i/c testing with water to head of 61 meter or 200ft (PHSI.NO.1P-22)	1473	P.RFT	235680
4	80	Manufacturing supplying and fixing black steel M.S pipe made out of MS sheet confirming to API 5L garde x-42 ERW & externally asphalt coated with fiber glass 5mm thick internally CC (PHSI.NO.G.I.P.NO.30	1922.14	P.RFT	153771
	80	12" dia 4.80 mm for inlet & outlet HSR	2310.31	P.RFT	184825
5	4	Supplying CI sluice valve heavy pattern test pressure 300 lbs/sq inch 12" dia for i/connection s tank 12"dia for HSR delivery	78000.00	Each	312000
6	2		27690	Each	55380
7	6	CI short piece Sh of mat no P-101 for interconnection s tank 12" dia	2600.00	Each	15600
8	8	Joint CI MS flanged pipe and specials flanged and inside atren i/c supplying rubber pacing of the required etc complete )PHSI.NO.1.P-35 12"dia	2239	P.jt	17912
9	2	10" dia	1576	P.jt	3152
<b>Total</b>			<b>987500</b>		



**Assistant Executive Engineer  
District Council Umerkot**

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**Contractor**



Scheme No.02					
Quantity of Bill					
Part " B "					
Name of Work		<b>Renovation of Urban Water Supply Scheme Pithoro Town</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	18488	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-18)	3176.25	% cft	58721
2	2081.25	Cement Concrete plain i/c placing compacting finshing and curing complete i/c screening and washing stone aggretebwithout shuttering Ratio.14.8	11289	P%cft	234947
3	725	Ratio.1.2.4	14429.25	P%cft	104612
4	9817	Pacca Brick work in Foundation in plinth in ratio 1.6 e.t.c.complete	11948.36	P%cft	1172971
5	12325	Cement Plaster 1.4 upto 20" hight 3/8" thick etc complete	2283.93	P%sft	281494
6	210	R.CC work i/c all labor and material except the cost of Reinforcement and its labor for bending and blinding which will Be paid separately. This are also includes of all kinds of forms lifting Be paid separately. This r5ete also includes of all kinds of forms lifting Shuttering curing rendering and washing of shingle (a) R.C work roof Slabs beams columns rafts lintels and other structure member laid inPosting complete in all respect ration 1:2:4 90-Lbs cement 2 Cft.Sand 4 Cft. Shingle 1/8" to 1/4" gauge .(G.S.I No.6 P-17)	337	p/cft	70770
7	8.437	Fabrication of mild steel 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 form bars.(G.S.I.No. 7(ii) P-7).	5001.70	p/cwt	42199
<b>TOTAL</b>			<b>1965714</b>		



**Assistant Executive Engineer  
District Council Umerkot**

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**Contractor**

Scheme No.02					
Quantity of Bill					
Part " C "					
Name of Work		<b>Renovation of Urban Water Supply Scheme Pithoro Town</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	100.45	Dismantling cement concrete reinforced separating reinfor cement from concrete cleaning and straightening the same	5445	P%cft	5470
2	660	Removing cement or line (GSI.NO.20.P-10)	121	P%cft	799
3	660	Cement Plaster 1.4 upto 12" hight 3/4 thick	3016	Psft%	19904
4	120	Proiding and laying 2" thick topping cement concrete 1.2.4 i/c surface finishing and dividing into panels (GSI NO.16/B.C.P-46)	3275	Psft%	3930
3	100.48	R.CC work i/c all labor and material except the cost of Reinforcement and its labor for bending and blinding which will Be paid separately. This are also includes of all kinds of forms lifting Be paid separately. This r5ete also includes of all kinds of forms lifting Shuttering curing rendering and washing of shingle (a) R.C work roof Slabs beams columns rafts lintels and other structure member laid inPosting complete in all respect ration 1:2:4 90-Lbs cement 2 Cft.Sand 4 Cft. Shingle 1/8" to 1/4" gauge .(G.S.I No.6 P-17)	337	p/cft	33862
4	4.037	Fabrication of mild steel 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 form bars.(G.S.I.No. 7(ii) P-7).	5001.70	p/cwt	20192
5	52	Painting new surface	1489.68	p%SFT	775
6	244	White washing	829.5	p%SFT	2024
7	104	Distempering 2 coats	1043.9	p%SFT	1086
<b>TOTAL</b>			<b>88040</b>		



**Assistant Executive Engineer  
District Council Umerkot**

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**Contractor**

Scheme No.25					
Quantity of Bill					
Name of Work		Repair of Open Surface Drain of Chohan Mohallah Pithoro Town			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

3	562.5	Pucca Brick work in foundation and plith with cement sand mortar 1.6 ratio e.t.c complete (G.S.I.N.....P.N.....)	11948.36	P. %Cft	67210
4	500	Constnution of stndard open drian cunette Block of cement concrete 1.2.4.in situ to the Design Profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick to theeexposed face finished smooth curing etc.(P.H.S.P.N.58.I.N..06)	174	P.Rft	87000
5	2000	Cement plaster 1:4 up to 12' height ½" thick (G.S.I.No._11 P/57).	2284	P%Sft	45679
6	2000	3/8"thick	2197.52	P%Sft	43950
7	105	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	P.Cft	35385
8	4.21	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)	5001.7	P.Cwt	21057

<b>Total</b>	<b>300281</b>
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Assistant Executive Engineer  
District Council Umerkot

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

Contractor

Scheme No.26					
Quantity of Bill					
Name of Work		Providing / Laying / Jointing Of Water Supply Line 4" Dia For Jaipuri Mouhalla Pithoro Station			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount

1	15750	Excavation for pipe lines in trenches and pits in soft rock by blasting i/c trimming and dressing sides to true alignment and shape leveling off beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one ch	4650.00	P.Rft	73238
2	1500	Providing PVC pipe line of clas "B" (equivalent make) fixing in trenches i/c cutting fitting and jointing with 2 joints with one rubber rung i/c testing with water to head of 62 meter or 200' ft (PHS ,item No.(E-1) P.No.22).	137.00	P.Rft	205500
3	3	C.I Sluice Valve heavy pattern test pressure 21Kg/Sq.cm or 300 ibs/inch (P.H.S.O.M.I.No.2.P-9)	7538.00	P.Each	22614
4	14175	Refilling the Excavation stuff and trenches 6" thick layer including watering ramming and full companction etc..Complete (P.H.S.I.No.24.P/53	2760	%o cft	39123
5	2	ProvidingChambers 3"x2" (915x615mm) inside dimensions) 4"1/2"(1372mm) deep for as per approved designe for sluice valve 3"(1152mm) thick cement plaster 1:3 C.M. to all inside wall surface ans to top hinged cast iron cover and frame 15x9 (inside) clear open	18820	each	37640
6	4	P.V.C. Z Joint Fitting (S.of .M.I.N.18.P.No-112)	1181	each	4724
7	4	P.V.C Bend	956	each	3824
8	6	P.V.C Socket	1125	each	6750
9	5	Making Joinr To PVC Specials jitting i/c laying of specials and costing of solvent cement of equived dia meter and testing the joint along with PVC pipe line good to all leak joint etc.complete (P.H.S.I.No.1.P-41	70	P/joint	350

<b>Total</b>	<b>393763</b>
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District Council Umerkot

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

Contractor

## Scheme No.27

## Quantity of Bill

Name of Work		Providing /laying Water Supply Line @ Chohan Mouhalla Pithoro			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	27300	Excavation for pipe lines in trenches and pits in soft rock by blasting i/c trimming and dressing sides to true alignment and shape leveling off beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one ch	4650.00	P.Rft	126945
2	2600	Providing PVC pipe line of clas "B" (equivalent make) fixing in trenches i/c cutting fitting and jointing with 2 joints with one rubber rung i/c testing with water to head of 62 meter or 200' ft (PHS ,item No.(E-1) P.No.22).	137.00	P.Rft	356200
3	3	C.I Sluice Valve heavy pattern test pressure 21Kg/Sq.cm or 300 lbs/inch (P.H.S.O.M.I.No.2.P-9)	7538.00	P.Each	22614
4	24570	Refilling the Excavation stuff and trenches 6" thick layer including watering ramming and full compaction etc..Complete (P.H.S.I.No.24.P/53	2760	%o cft	67813
5	3	Providing Chambers 3"x2" (915x615mm) inside dimensions) 4"1/2" (1372mm) deep for as per approved designe for sluice valve 3" (1152mm) thick cement plaster 1:3 C.M. to all inside wall surface ans to top hinged cast iron cover and frame 15x9 (inside) clear open	18820	each	56460
6	10	P.V.C. Z Joint Fitting (S.of .M.I.N.18.P.No-112)	1181	each	11810
7	10	P.V.C Bend	956	each	9560
8	20	P.V.C Socket	1125	each	22500
9	10	Making Joinr To PVC Specials jitting i/c laying of specials and costing of solvent cement of equived dia meter and testing the joint along with PVC pipe line good to all leak joint etc.complete (P.H.S.I.No.1.P-41	70	P/joint	700

<b>Total</b>	<b>674602</b>
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Assistant Executive Engineer  
District Council Umerkot

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

Contracto

r

**Scheme No.28**  
**Quantity of Bill**

Name of Work		<b>Construction of Pump House for Filter Plant Near Old Naka Pithoro</b>			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	622.00	Exaction in foundation of building bridges and other structure i/c bag belling dressing refilling around structure with excavated watering and ramming lead up to one chain and lift up to 5 feet (G.S.I.No.18 P-04)	3176.25	% cft	1976
2	190.99	Cement concrete brick on stone ballast 1-1/2"x2" gauge Ration 1:4:8 (P.H.S.I.No.4 P-15)	9416.28	p % cft	17984
3	409.94	Pacca Brick work in Foundation in plinth in ratio 1.4.8 e.t.c.complete	11948.36	p % cft	48981
4	95	Damp proof course with cement sand in shingle concrete 1:2:4 i/c coast of asphaltic mixture 3" thick (G..S.I.No.28 P/19).	4982.18	p % sft	4733
5	634	Pacca brick work in ground floor in cement sand mortar 1.6	12674.36	p % cft	80355
6	207.88	R.CC work i/c all labor and material except the cost of Reinforcement and its labor for bending and blinding which will Be paid separately. This are also includes of all kinds of forms lifting Be paid separately. This r5ete also includes of all kinds of forms lifting Shuttering curing rendering and washing of shingle (a) R.C work roof Slabs beams columns rafts lintels and other structure member laid inPosting complete in all respect ration 1:2:4 90-Lbs cement 2 Cft.Sand 4 Cft. Shingle 1/8" to 3/4" gauge .(G.S.I No.6 P-17)	337	p/cft	70056
7	9.24	Fabrication of mild steel 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 form bars.(G.S.I.No. 7(ii) P-7).	4820.2	p/cwt	44539
8	403	Providing and laying 1" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (G.S.I.No.16 P-47). <b>3" dia thick</b>	1915.13	p % sft	7718
9	779.5	Cement plaster 1:6 upto 12' height 3/8" thick (G.S.I. No. P / 57).	2122.72	p % sft	16547
10	572	Providing /laying tiles glazed 6" x 6" x 1/4" on floor or wall facing in required colour & pattern of stile specification joint in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joints with slaurry of white cement & pigment in desired shape with finishing, clearing & cost of wax polish etc complete i/c cutting tiles proper profile (G.S.I No.60, P-47).	30509.77	p % sft	174516
11	186	Providing and Laying HALLA or Pattern Tiles glazed 6" x 5" x 1/2 on floor or wall facing in required (G.S.I.No.61, P-48).	47651.56	p % sft	88632
12	64	Making fixing steel grated doors with 1/16" thick sheeting i/c angle iron frame 2" x2" 3/8 and 3/4" Sq: bars 4" centre to centre with locking arrangement.(GSI,item No.2,P.92)	726.72	p/sft	46510
13	36	Supplying and fixing in position iron/steel girll of 3/4" to 1" sixe flat iron of approved deign i/c painting 3 coat etc (weight not be less than 3.7 lbs Sq. ft. of finished grill (G.S.I No.26 P/93)	180.5	p.rft	6498
14	164	PAINTING NEW SURFACE Preparing surface and painting doors and window any type(3 coat) (G.S.I No.5(c) P/70).	2116.41	p % sft	3471

15	318	White washing one cost (G.S.I.No. 25 P/59).	416.63	p % sft	1325
16	780	Detember 2 coat (G.S.I.No.24 P-54)	1079.65	p % sft	8421
17	1	Providing /Fixing Fiber Glass Tank (PHE Water/Sanitary P-21 I No. 3b 350 Gallons	30773.42	Each	30773

<b>Total</b>			<b>653035</b>		
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**Assistant Executive Engineer  
District Council Umerkot**

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

**Contractor**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement at Street No.6 Chohan  
Mouhalla/Masjid Street Pithero City
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District  
Umerkot.(Ph.No.02385-41244/541521-Fax no-  
02385-41425
- d. Estimated Cost :- Rs. 2,205,000 /=
- e. Amount of Bid Security:- Rs. 44,100.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District  
Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date:  
Amount:- Rs. 2,000 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Remning Work Of Disposal @ Chohan Mohallah  
Town Committee Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District  
Umerkot.(Ph.No.02385-412448541521-Fax No-  
02385-41425
- d. Estimated Cost :- Rs. 2,137,000 /=
- e. Amount of Bid Security:- Rs. 42,740.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District  
Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 2,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of C.C Block @ Eid Gah Pithoro City
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Phone.No.02385-41244/541521-Fax-02385-41425)
- d. Estimated Cost :- Rs. 1,935,000 /=
- e. Amount of Bid Security:- Rs. 38,700.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of Black Top Road From Gulam Nabi Shah Road to Bashir Bakeri Pithoro City
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No-02385-41244/541521-Fax-No-02385-41425
- d. Estimated Cost :- Rs. 1,881,000 /=
- e. Amount of Bid Security:- Rs. 37,620 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500.00 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement & Culverts at Ismail Sehto Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District  
Umerkot.(Ph.No.02385-41244/541521-Fax  
No.02385-41425
- d. Estimated Cost :- Rs. 416,000 /=
- e. Amount of Bid Security:- Rs. 8,320 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District  
Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)




**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement From G.B.P.School To Allam Roujha House Street Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No.02385-41425
- d. Estimated Cost :- Rs. 355,000 /=
- e. Amount of Bid Security:- Rs. 7,100.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of Black Top Road Perbho House To Mirza House Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.20385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 821,000 /=
- e. Amount of Bid Security:- Rs. 16,420 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Providing /laying Jointing/PVC Pipe Line Water Supply at Pithoro City
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No.02385-41425
- d. Estimated Cost :- Rs. 755,000 /=
- e. Amount of Bid Security:- Rs. 15,100 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Constrution Of Culvert At Vikram Chaki Aata Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No.02385-41425
- d. Estimated Cost :- Rs. 128,000 /=
- e. Amount of Bid Security:- Rs. 2,560 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement /Culvert From Link Road To Zahid Mari Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521 Fax No.02385-41425
- d. Estimated Cost :- Rs. 630,000 /=
- e. Amount of Bid Security:- Rs. 12,600 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- |    |  |  |
|----|--|--|
| a. | Name of Procuring Agency:-                           | Town Committee Pithoro District Umerkot.   |
| b. | Brief Description of Works:-                         | Brick Pavement at Village Haji Shamsudin Chhoru Pithoro  |
| c. | Procuring Agency's address:-                         | Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425 |
| d. | Estimated Cost :-                                    | Rs. 1,275,000 /=   |
| e. | Amount of Bid Security:-                             | Rs. 25,500 /=  |
| 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:-    | 20-12-2017 1:00 p.m  |
| j. | Venue, Time, and Date of Bid Opening:-               | Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017          |
| k. | Time for Completion from written order of commence:- | Six months (6)   |
| l. | Liquidity damages:-                                  | 0.06 of Bid Cost (per of day)  |
| m. | Deposit Receipt No: Date: Amount:-                   | Rs. 1,000 /= (Tender Documents Fee)  |



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of C.C Block Form Akri Bazar Chowk To G.P.School Gahei Khan Choahan Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 747,000 /=
- e. Amount of Bid Security:- Rs. 14,940 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- |    |  |  |
|----|--|--|
| a. | Name of Procuring Agency:-                           | Town Committee Pithoro District Umerkot.   |
| b. | Brief Description of Works:-                         | Construction of C.C Block From Khadim Solangi House To Kashif Hussain Chhoro                       |
| c. | Procuring Agency's address:-                         | Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425 |
| d. | Estimated Cost :-                                    | Rs. 478,000 /=   |
| e. | Amount of Bid Security:-                             | Rs. 9,560 /=   |
| 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:-    | 20-12-2017 1:00 p.m  |
| j. | Venue, Time, and Date of Bid Opening:-               | Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017          |
| k. | Time for Completion from written order of commence:- | Six months (6)   |
| l. | Liquidity damages:-                                  | 0.06 of Bid Cost (per of day)  |
| m. | Deposit Receipt No: Date: Amount:-                   | Rs. 1,000 /= (Tender Documents Fee)  |



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement / Open Surface Drain @ Kirshan oad To Sand Mouhalla/Madrsa Street & Asghar Lashari
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 707,000 /=
- e. Amount of Bid Security:- Rs. 14,140 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)

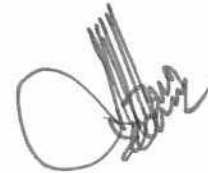


Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Brick Pavement Street From Girls Primary School To Ram Nagar Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 1,128,000 /=
- e. Amount of Bid Security:- Rs. 22,560 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,500 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- |    |  |  |
|----|--|--|
| a. | Name of Procuring Agency:-                           | Town Committee Pithoro District Umerkot.   |
| b. | Brief Description of Works:-                         | Construction of C.C Block At Madarsa Jamia Rashidia/Marvi Mouhalla Pithoro                         |
| c. | Procuring Agency's address:-                         | Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425 |
| d. | Estimated Cost :-                                    | Rs. 239,000 /=   |
| e. | Amount of Bid Security:-                             | Rs. 4,780 /=   |
| 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:-    | 20-12-2017 1:00 p.m  |
| j. | Venue, Time, and Date of Bid Opening:-               | Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017          |
| k. | Time for Completion from written order of commence:- | Six months (6)   |
| l. | Liquidity damages:-                                  | 0.06 of Bid Cost (per of day)  |
| m. | Deposit Receipt No: Date: Amount:-                   | Rs. 1,000 /= (Tender Documents Fee)  |



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of C.C Block/Open Surface Drain From Old Post Office Station Pithoro To Ghullan Chhoro House
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 222,000 /=
- e. Amount of Bid Security:- Rs. 4,440 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of C.C Block Form Jan Muhammad Ruojo Shop To Gaju Roujho Houe Akri Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 300,000 /=
- e. Amount of Bid Security:- Rs. 6,000 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- 1.1 Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- Brief Description of Works:- Improvement of Black Top Road From Saleem Petrol Pumpe To Noorani Masjid/ Akri Pithoro Town
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No02385-41244/541521-Fax No-02385-41425
- (b) Engineer,s Address Office of The Town Committee Pithoro District Umerkot.(Ph.No02385-41244/541521-Fax No-02385-41425
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.2708000
- 10.3 The payment shall be made in pak R:
- 13.1 Amount of Bid Security:- Rs:54160/=
- 14.1 Period of Bid Validity Ninety Days (90)
- 14.6 (a) Procuring Agency,s Address for the Purpose of Bid Submission Office of The Town Committee Pithoro District Umerkot.(Ph.No02385-41244/541521-Fax No-02385-41425
- 15.1 Deadline for Submission of Bids 20-12-2017 1:00 p.m
- 16.1 Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- 16.4 Responsiveness of Bid
- \*Bid is valid till required period,  
Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)
- \*Bid prices are firm during currency of contract/Price adjustment:
- \*Complete period offered is within specified limits,
- \*Bidder is eligible to Bid and possesses the requisite experience,capability and qualification.
- \*Bid does not deviate from basic technical requirements,
- (vi) Bid are generally in order,etc 6.Months
- Time for completion from written order of 0.06% of bid cost (per day delay)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- |    |  |  |
|----|--|--|
| a. | Name of Procuring Agency:-                           | Town Committee Pithoro District Umerkot.   |
| b. | Brief Description of Works:-                         | Construction of C.C Block from Yousif House To Community Center Manghwar Parra Pithoro Town        |
| c. | Procuring Agency's address:-                         | Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425 |
| d. | Estimated Cost :-                                    | Rs. 600,000 /=   |
| e. | Amount of Bid Security:-                             | Rs. 12,000 /=  |
| 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:-    | 20-12-2017 1:00 p.m  |
| j. | Venue, Time, and Date of Bid Opening:-               | Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017          |
| k. | Time for Completion from written order of commence:- | Six months (6)   |
| l. | Liquidity damages:-                                  | 0.06 of Bid Cost (per of day)  |
| m. | Deposit Receipt No: Date: Amount:-                   | Rs. 1,000 /= (Tender Documents Fee)  |



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of C.C Block Street From Main Road Ara Machine To Kashif Hussain Chhoro Otaq Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425)
- d. Estimated Cost :- Rs. 312,000 /=
- e. Amount of Bid Security:- Rs. 6,240 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- 1.1 Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- Brief Description of Works:- Supply of Fire Birgade Vehicle For Town Committee Pithoro
- 5.1 ( a ) Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- (b) Engineer,s Address Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.Open Rate
- 10.3 The payment shall be made in pak R:
- 13.1 Amount of Bid Security:- ( @5% of quoted Rate)
- 14.1 Period of Bid Validity Ninety Days (90)
- 14.6 (a) Procuring Agency,s Address for the Purpose of Bid Submission Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- 15.1 Deadline for Submission of Bids 20-12-2017 1:00 p.m
- 16.1 Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- 16.4 Responsiveness of Bid
- \*Bid is valid till required period,  
Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)
- \*Bid prices are firm during currency of contract/Price adjustment:
- \*Complete period offered is within specified limits,  
\*Bidder is eligible to Bid and possesses the requisite experience,capability and qualification.  
\*Bid does not deviate from basic technical requirements,
- (vi) Bid are generally in order,etc 6.Months
- Time for completion from written order of 0.06% of bid cost (per day delay)



Assistant Executive Engineer  
District Council Umerkot

# OFFICE OF THE TOWN COMMITTEE PITHORO

## DISTRICT UMERKOT

### "BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Pithoro District: Umerkot.
- Brief Description of Works:- Supply of Refuse Van Vehicle For Town Committee Pithoro
- 5.1 ( a ) Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- (b) Engineer,s Address Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs. Open Rate
- 10.3 The payment shall be made in pak Rs.
- 13.1 Amount of Bid Security:- ( @5% of quoted Rate)
- 14.1 Period of Bid Validity Ninety Days (90)
- 14.6 (a) Procuring Agency,s Address for the Purpose of Bid Submission Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- 15.1 Deadline for Submission of Bids 20-12-2017- 1.pm
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Pithoro Time: 2 p.m Date 20-12-2017
- 16.4 Responsiveness of Bid
- \*Bid is valid till required period,  
Sindh Public Procurement Regulatory Authority | [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk)
- \*Bid prices are firm during currency of contract/Price adjustment:
- \*Complete period offered is within specified limits,
- \*Bidder is eligible to Bid and possesses the requisite experience,capability and qualification.
- \*Bid does not deviate from basic technical requirements,
- (vi) Bid are generally in order,etc 6.Months
- Time for completion from written order of 0.06% of bid cost (per day delay)



**Assistant Executive Engineer  
District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Renovation of Urban Water Supply Scheme Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-412448541521-Fax No-02385-41425)
- d. Estimated Cost :- Rs. 3,973,000 /=
- e. Amount of Bid Security:- Rs. 79,460.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 3,000 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Repair of Open Surface Drain of Chohan Mohallah Pithoro Town
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 360,000 /=
- e. Amount of Bid Security:- Rs. 7,200 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000.00 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Providing / Laying / Jointing Of Water Supply Line 4" Dia For Jaipuri Mouhalla Pithoro Station
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No-02385-41244/541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 475,000 /=
- e. Amount of Bid Security:- Rs. 9,500 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)

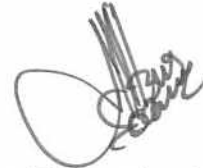


**Assistant Executive Engineer**  
**District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Providing /laying Water Supply Line @ Chohan Mouhalla Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-41244/541521-Fax No.02385-41425
- d. Estimated Cost :- Rs. 812,000 /=
- e. Amount of Bid Security:- Rs. 16,240 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000.00 /= (Tender Documents Fee)



Assistant Executive Engineer  
District Council Umerkot

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**"BIDDING DATA"**

- a. Name of Procuring Agency:- Town Committee Pithoro District Umerkot.
- b. Brief Description of Works:- Construction of Pump House for Filter Plant Near Old Naka Pithoro
- c. Procuring Agency's address:- Office of The Town Committee Pithoro District Umerkot.(Ph.No.02385-412448541521-Fax No-02385-41425
- d. Estimated Cost :- Rs. 780,000 /=
- e. Amount of Bid Security:- Rs. 15,600.00 /=
- 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:- 20-12-2017 1:00 p.m
- j. Venue, Time, and Date of Bid Opening:- Office of The Town Committee Pithoro District Umerkot @ 2:00 pm on Same Dated: 20-12-2017
- k. Time for Completion from written order of commence:- Six months (6)
- l. Liquidity damages:- 0.06 of Bid Cost (per of day)
- m. Deposit Receipt No: Date: Amount:- Rs. 1,000 /= (Tender Documents Fee)



**Assistant Executive Engineer**  
**District Council Umerkot**

# **OFFICE OF THE TOWN COMMITTEE PITHORO** **DISTRICT UMERKOT**

## **BIDDER'S ELIGIBILITY / QUALIFICATION CRITERIA**

*Regarding the NIT of this office bearing (Applicable on Tenders from Sr.01 to 28) (Rule No.21 (1)/ a SPPRA Rules 2010)*

## **ELIGIBILITY / QUALIFICATION CRITERIA**

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



**Assistant Executive Engineer**  
**District Council Umerkot**

# **OFFICE OF THE TOWN COMMITTEE PITHORO** **DISTRICT UMERKOT**

## **BIDDER'S ELIGIBILITY / QUALIFICATION CRITERIA**

*Regarding the NIT of this office bearing (Applicable on Tenders from Sr.01 to 28) (Rule No.21 (1)/ a SPPRA Rules 2010)*

## **ELIGIBILITY / QUALIFICATION CRITERIA**

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



**Assistant Executive Engineer**  
**District Council Umerkot**

# **OFFICE OF THE TOWN COMMITTEE PITHORO** **DISTRICT UMERKOT**

**Instructions to Bidders/ Procuring Agencies regarding NIT –( 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-20-21-25-26-27-28-)**

## **General Rules and Directions for the Guidance of Contractors.**

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

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

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of offered ratep . The interested bidder must have valid NTN also.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Assistant Executive Engineer**

**District Council Umerkot**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Instructions to Bidders/ Procuring Agencies regarding NIT**  
**for works No.19-22-23-24**

**General Rules and Directions for the Guidance of Contractors.**

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

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

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of offered ratep . The interested bidder must have valid NTN also.

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

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

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

5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

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

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

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

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

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

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

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

between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

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

A handwritten signature in black ink, consisting of a large loop on the left and several vertical strokes on the right, followed by a cursive flourish.

**Assistant Executive Engineer  
District Council Umerkot**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Brick Pavement at Street No.6 Chohan Mouhalla/Masjid Street  
Pithero City**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

- (A). Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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.



**Town Committee Pithoro**

**Contractor**



**Accounts Officer  
Town Committee Pithoro**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Remmning Work Of Disposal @ Chohan Mohallah Town  
Committee Pithoro**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer  
Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Construction of C.C Block @ Eid Gah Pithoro City**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

**(A).** Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

**(B)** The Town Committee Pithoro 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
- (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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro 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: Pavments.**

**(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 Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate, as are specified on the tender for the main work. The contractor has no right to clam for compensation by reason of alterations or curtailment of the work

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

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

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

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

**Clause-10: Quality Control.**



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

**(B) Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

**Contractor**



Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work                      **Construction of Black Top Road From Ghulam Nabi Shah Road to  
Bashir Bakrey House Pithoro City**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)        The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii)        In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv)        contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

**Contractor**

  
Accounts Officer  
Town Committee Pithoro





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

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
  - (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
  - (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
  - (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

Contractor

  
Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Brick Pavement From G.B.P.School To Allam Roujha  
House Street Pithoro**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

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

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

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro. 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 Pithoro (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 Pithoro

**Contractor**

  
Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Construction of Block Top Road Perbho House to Mirza House  
Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date: the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

- (A). Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

**Name of Work**                      **Providing /laying Jointing/PVC Pipe Line Water Supply at Pithoro City**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)        The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii)        In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv)        contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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.Twon Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate, as are specified on the tender for the main work. The contractor has no right to clam for compensation by reason of alterations or curtailment of the work

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

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

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

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

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

**Name of Work**                      **Construction Of Culvert At Vikram Chaki Aata Pithoro**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A). Town Committee Pithoro, through its authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (through its authority), the contractor shall have

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the Assistant Engineer in writing regarding the performance of such work and has not been paid. Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate, as are specified on the tender for the main work. The contractor has no right to clam for compensation by reason of alterations or curtailment of the work

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

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

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

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

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

**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 Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Brick Pavement and Culverts from Link Road to Zahid Mari  
Pithoro Town**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro. 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 Pithoro (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.



**Town Committee Pithoro**

**Contractor**



**Accounts Officer  
Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Construction of C.C Block Form Akri Bazar Chowk To G.P.School  
Gahei Khan Choahan Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A). Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

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

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

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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.



**Town Committee Pithoro**

**Contractor**



**Accounts Officer  
Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Construction of C.C Block From Khadim Solangi House To Kashif Hussain Shoro**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through its authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (through its authority), the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the Assistant Engineer in writing regarding the performance of such work and has not been paid.

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

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Brick Pavement / Open Surface Drain @ Kirshan oad To Sand  
Mouhalla/Madrsa Street & Asghar Lashari**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Brick Pavement Street From Girls Primary School To  
Ram Nagar Pithoro**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

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

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

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**



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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

**Contractor**

  
Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Construction of C.C Block At Madarsa Jamia Rashidia/Marvi  
Mouhalla Pithoro**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
  - (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
  - (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
  - (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Construction of C.C Block/Open Surface Drain From Old  
Post Office Station Pithoro To Ghullan Chhoro House**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Construction of C.C Block Form Jan Muhammad Ruojo  
Shop To Gaju Roujho Houe Akri Pithoro Town**

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

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise. the contractor shall make good the same at his own expense. or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Improvement of Black Top Road from Saleem Petrol Pump To  
Noorani Masjid Akri Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

**Contractor**

  
Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Construction of C.C Block from Yousif House To  
Community Center Manghwar Parra Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A). Town Committee Pithoro, through its authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (through its authority), the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- (ii) however, the contractor can claim for the work done at site duly certified by the Assistant Engineer in writing regarding the performance of such work and has not been paid.

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

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

**Contractor**



Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Construction of C.C Block Street From Main Road Ara  
Machine To Kashif Hussain Chhoro Otaq Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date: the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

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

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

(B) The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion. final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**



**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

**Name of Work**                      **Purchase of Fire Birgade Vehicle For Town Committee Pithoro**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)        The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii)        In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv)        contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract, if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro

Contractor



Accounts Officer  
Town Committee Pithoro

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work                      **Supply of Refuse Van Vehicle for Town Committee Pithoro**

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

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro. 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 Pithoro (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.



**Town Committee Pithoro**

**Contractor**



**Accounts Officer  
Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

**Name of Work**                      **Renovation of Urban Water Supply Scheme Pithoro Town**

**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 Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)        The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii)        In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv)        contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

(B) **Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work                      **Repair of Open Surface Drain of Chohan Mohallah Pithoro Town**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A).        Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)       The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii)       In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv)       contractor can also request for termination of contract if a payment

certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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 Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro 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 Pithoro has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Administrator.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) **Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work **Providing / Laying / Jointing Of Water Supply Line 4" Dia For Jaipuri  
Mouhalla Pithoro Station**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A). Town Committee Pithoro, through its authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (through its authority), the contractor shall have

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the Assistant Engineer in writing regarding the performance of such work and has not been paid. Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate, as are specified on the tender for the main work. The contractor has no right to clam 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 Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

**Name of Work**                      **Providing /laying Water Supply Line @ Chohan Mouhalla Pithoro**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2:Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A).        Town Committee Pithoro, through it authority may terminate the contract if either of the following conditions exists:-

- (i)        contractor causes a breach of any clause of the Contract;
- (ii)        The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii)        In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv)        contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B)        The Town Committee Pithoro 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 Pithoro (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.Twon Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate, as are specified on the tender for the main work. The contractor has no right to clam for compensation by reason of alterations or curtailment of the work

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

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

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

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

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**

**OFFICE OF THE TOWN COMMITTEE PITHORO**  
**DISTRICT UMERKOT**

**Condition of Contract**

Name of Work

**Construction of Pump House for Filter Plant Near Old Naka  
Pithoro**

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

**Clause – 3: Termination of the Contract.**

(A) Town Committee Pithoro, through its authority may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Town Committee Pithoro 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 Pithoro (through its authority), the contractor shall have

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract.
- (ii) however, the contractor can claim for the work done at site duly certified by the Assistant Engineer in writing regarding the performance of such work and has not been paid. Town Committee Pithoro 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 Pithoro 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 Pithoro 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 Pithoro and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

**Clause - 7: Payments.**

**(A) Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Town Committee Pithoro 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 Pithoro may issue a Variation Order for Procurement of work, 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 plan, 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 Pithoro 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 rate.as are specified on the tender for the main work.The contractor has no right to clam for compensation by reason of alterations or curtailment of the work

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

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

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

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

**Clause-10: Quality Control.**

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

(B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**(C) Uncorrected Defects:**

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

(ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

**Clause – 11:**

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

**(B) Dates for Inspection and Testing.** The Assistant Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

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

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

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Assistant Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Assistant Engineer.

**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Assistant Engineer Town Committee Pithoro. 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 Pithoro (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 Pithoro**

**Contractor**



**Accounts Officer**  
**Town Committee Pithoro**