

OFFICE OF THE TOWN COMMITTEE KUNRI

DISTRICT UMERKOT

Ref.No/TC/KNR/GEN/2041 /2018

Date: 14-02-2018

Notice Inviting Tender

In accordance with approval of the Government issued vide letter No:PA/DSG/Budget/2017-2018 Dated:28-08-2017- 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 . 06-03-2018 up to 1:00 pm. and same will be opened before interested parties or their authorized agents on the same Date:06-03-2018 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 05-03-2018 up to 12:00 Noon.

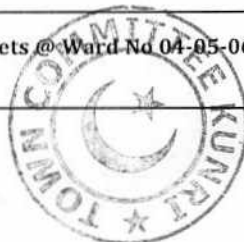
Other detail may be downloaded from SPPRA website or obtained from the Office of Assistant Engineer any working day during office hours.

Authority reserve the rights to accept any one or reject all tenders in the light of S.P.P.R.A rules 2010 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	Repair / Improvement of Black Top Road @ Various Places @ Ward No.1 & 2 Town Committee Kunri	7800000	2%	3000	6 Months
2	Repair / Improvement of Black Top Road @ Various Places @ Ward No.3 & 10 Town Committee Kunri	6027000	2%	3000	6 Months
3	Repair / Improvement of Black Top Road @ Various Places @ Ward No.4 & 5-6-7 Town Committee Kunri	7798000	2%	3000	6 Months
4	Repair / Improvement of Black Top Road @ Various Places In Khalid Colony Town Committee Kunri	3880000	2%	3000	6 Months
5	Construction of Black Top Road @ Various Places @ Ward No.8-9 & Sachal Town, Town Committee Kunri	10834000	2%	3000	6 Months
6	Construction Of C.C Block Streets @ Ward No 01-02-03-08-09- & 10 @ Town Committee Kunri	8215000	2%	3000	6 Months
7	Construction of Brick Pavement at Ward No 01 To 10 @ Town Committee Kunri	7755000	2%	3000	6 Months
8	Providing/Laying Underground Sewerage Line @ Ward No 01.03.05.06.07 of Town Committee Kunri	5835000	2%	3000	6 Months
9	Construction of Shopping Centre & Repair of Town Office Kunri @ Kunri City	7271000	2%	3000	6 Months
10	Construction Of C.C Block Streets @ Ward No 04-05-06- To 07 @ Town Committee Kunri	8215000	2%	3000	6 Months



2nd Time Bidding (in case of any Tender un-attempted)

i). Issue Date **07-03-2018 -To-26-03-2018 12.00 Noon**

ii). Received back on **27-03-2018** up to 1:00 pm, those will be opened 2:00 pm on same **Date.27-03-2018**

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 Kunri



OFFICE OF THE

TOWN COMMITTEE KUNRI TALUKA KUNRI

No.TC/KNR/2027 / of 2017-18 Kunri
/2017-18

Dated: 13-02-2017

To,

The Manager Assessment – IV,
Sindh Public Procurement Regularity Authority,
Government of Sindh,
Barrack No. 8 Sindh Secretariat No.4 A,
Court Road @ Karachi.

Subject: **COMPLIANT REDRESSAL COMMITTEE.**

Reference: Tender Notice No.TC/KNR/GEN/2041 /2017 and Dated 14 -02-2018.

In response to above referred letter (copy attached) as approved by the competent authority i.e. Chairman Town Committee Kunri, the constitution of Complaint Redressal Committee of Development Schemes Town Committee Kunri under CRC (Rule-31 & 32) formulated which is comprising on the following officers.

S. #	NAME	DESIGNATION	STATUS
1	Mr. Shakeel Ahmed Bajwa	Chairman Town Committee Kunri	Chairman
2	Mr. Sohail Kunbhar	Sub-Accountant Treasury Office Umerkot	Member / Secretary
3	Mr. Hareesh Kumar	S.D.O Highway Division Umerkot	Member

In view of the above facts it is therefore, requested that, pending approval from the Head of Department i.e. Chairman Town Committee Kunri will be forwarded to SPPRA as, when received.



TOWN OFFICER
TOWN COMMITTEE KUNRI

Copy F.W.Cs for Information to:

1. The Secretary Local Government Department, Government of Sindh Karachi
2. The Deputy Commissioner, Umerkot
3. Office file.

CHAIRMAN
TOWN COMMITTEE KUNRI



No.PA/DSG/Budget/2017-18
GOVERNMENT OF SINDH
LOCAL GOVERNMENT AND HOUSING
TOWN PLANNING DEPARTMENT

Karachi, dated the 28th August, 2017

The Chairman,
Town Committee, Kunri,
District Umerkot.

M.S. 420
22.8.2017

SUBJECT: REQUEST FOR PERMISSION EXECUTION OF DEVELOPMENT WORKS THROUGH N.I.T. DURING THE FINANCIAL YEAR 2017-18.

I am directed to refer to your letter No.TC/KNR/272/2017-28, dated 04-08-2017, on the subject noted above and to convey the permission of the Competent Authority regarding NIT of 26 new Development Schemes of Town Committee, Kunri, District Umerkot (List duly signed is attached), on the following conditions:-

- i) Implementation of municipal services (i.e. Fire Brigade, Garbage vehicles and allied equipment and drinking water related provision in Town Committee.
- ii) There is no salary issue.
- iii) Availability of provision in the budget of the council, for the year 2017-18.
- iv) No liability will be created under any circumstances.
- v) Change of location of schemes, if any, would be made with the approval of Department.
- vi) Monthly progress report of Development Schemes would be communicated to the Department and completion of all codal formalities with/rules/policy as laid down by the SAPPRA Rules.
- vii) To make expenditure within approved budget. No further grant.


SECTION OFFICER (GENERAL)

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

- 1) The Director, Local Government, Mirpurkhas.
- 2) The Town Officer, Town Committee, Kunri, District Umerkot.
- 3) The Assistant Director, Local Fund Audit, District Umerkot.
- 4) The Assistant Director, Local Government, Umerkot.
- 5) PS to Secretary, Local Government Department.


SECTION OFFICER (GENERAL)



**GOVERNMENT OF SINDH
LOCAL GOVERNMENT AND HOUSING
TOWN PLANNING DEPARTMENT**

Karachi, dated the 4th August, 2017

NOTIFICATION

No.PA/DSG/Budget/2017: With the approval of Competent Authority, a Procurement Committee comprising on the following in Town Committee, Kunri, Taluka Kunri, District Umerkot, is hereby constituted under Section-7 of SPPRA Rules 2010:-

- | | | |
|----|-----------------------------------------------------------------|--------------------------|
| 1. | Assistant Director, Local Government,
Umerkot. | Chairman. |
| 2. | Town Officer, Town Committee, Kunri. | Member/Secretary. |
| 3. | Assistant Executive Engineer,
Town Committee, Kunri. | Member |

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

(Section-8 of SPPRA Rule 2010)

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

SECRETARY TO GOVERNMENT OF SINDH

No.PA/DSG/Budget/2017,

Karachi, dated the 4th August, 2017

A copy is forwarded to:-

- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- The Director, Local Government, Mirpurkhas.
- The Chairman, Town Committee, Kunri, District Umerkot.
- Officers concerned.
- The Assistant Director, Local Government, Umerkot.
- The Town Officer, Town Committee, Kunri, District Umerkot.
- PS to Secretary, Local Government Department, Karachi.

SECTION OFFICER (GENERAL)

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

BIDDER'S ELIGIBILITY / QUALIFICATION CRITERIA

*Regarding the NIT of this office bearing (Applicable on Tenders from Sr.01 to 10) (Rule No.21 (1)/ a
SPPRA Rules 2010)*

ELIGIBILITY / QUALIFICATION CRITERIA

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



Assistant Executive Engineer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI

DISTRICT UMERKOT

Annual Procurement Plan Works, Goods & Services For The Year 2018-2019

Sr.No	Description of Procurement	Qty. (Where Applicable)	Estimate unit cost (where applicable Millions)	Funds allocation in Million	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of procurement				Remarks
							1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1	Repair / Improvement of Black Top Road @ Various Places @ Ward No.1 & 2 Town Committee Kunri	-	7800000	7800000	Local Fund ADP (Own Funds)	Single Stage one envelopment procurement	-	-	100%	-	Work will be executed as per SPPRA Rule 2010 amended 2013.
2	Repair / Improvement of Black Top Road @ Various Places @ Ward No.3 & 10 Town Committee Kunri	-	6027000	6027000	Do	Do	-	-	100%	-	Do
3	Repair / Improvement of Black Top Road @ Various Places @ Ward No.4 & 5-6-7 Town Committee Kunri	-	7798000	7798000	Do	Do	-	-	100%	-	Do
4	Repair / Improvement of Black Top Road @ Various Places In Khalid Colony Town Committee Kunri	-	3880000	3880000	Do	Do	-	-	100%	-	Do
5	Construction of Black Top Road @ Various Places @ Ward No.8-9 & Sachal Town, Town Committee Kunri	-	10834000	10834000	Do	Do	-	-	100%	-	Do
6	Construction Of C.C Block Streets @ Ward No 01-02-03-08-09- & 10 @ Town Committee Kunri	-	8215000	8215000	Do	Do	-	-	100%	-	Do
7	Construction of Brick Pavement at Ward No 01 To 10 @ Town Committee Kunri	-	7755000	7755000	Do	Do	-	-	100%	-	Do
8	Providing/Laying Underground Sewerage Line @ Ward No 01.03.05.06.07 of Town Committee Kunri	-	5835000	5835000	Do	Do	-	-	100%	-	Do
9	Construction of Shopping Centre & Repair of Town Office Kunri @ Kunri City	-	7271000	7271000	Do	Do	-	-	100%	-	Do
10	Construction Of C.C Block Streets @ Ward No 04-05-06- To 07 @ Town Committee Kunri	-	8215000	8215000	Do	Do	-	-	100%	-	Do

A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by several vertical strokes and a horizontal line.

ACCOUNTS OFFICER
TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Quantity of Bill					
Name of Work		Repair / Improvement of Black Top Road @ Various Places @ Ward No.1 & 2 Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	38400	Making diagonal grooves of 1-1/2" at 2.Ft:centre to centre in road surface	146.41	% cft	56221
2	19200	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)	12129.38	% cft	2328840
3	2800	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)	2813.30	% Rft	78772
4	38400	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).	1732.75	% cft	665376
5	38400	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 carrige upto 3.chains)(R.A Atched	1411.18	% sft	541893
6	38400	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)	7446.62	% sft	2859578
7	2000	Providing and fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 long x 18" high i/c the cost of cartage , excavation , from work for haunching , 1450 PSI lean concrete, 2250 PSI Concrete for haunchin 1:4 cement sand mortar .(HW .S .I No. 39/14 P-16)	297.01	% Rft	594020
8	4800	Thermo Plastic Paint Pavement Marking In Reflective thermo plastic paint for lines of 6" width	41.24	% Rft	197952
9	600	Cat Eyes / Road Studs Supplying and fixing of each reflective road studs double face flush surface type	596.23	% Rft	357738
Total					7680393



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Repair / Improvement of Black Top Road @ Various Places @ Ward No.3 & 10 Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	28800	Making diagonal grooves of 1-1/2" at 2.Ft:centre to centre in road surface	146.41	% cft	42166
2	14400	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)	12129.38	% cft	1746630
3	1600	Laying Brick on end edging including supplying 9"4.1/2"3" first class bricks excavation for laying edging with small side prallel to the road (Rate includes led upto 3.chains)	2813.30	% Rft	45012
4	28800	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).	1732.75	% cft	499032
5	28800	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 materials y7P and carriage upto 3.chains)(R.A Atched	1411.18	% sft	406419
6	28800	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)	7446.62	% sft	2144684
7	2000	Providing and fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 long x 18" high i/c the cost of cartage , excavation , from work for haunching , 1450 PSI lean concrete, 2250 PSI Concrete for haunchin 1:4 cement sand mortor .(HW .S .I No. 39/14 P-16)	297.01	% Rft	594020
8	2800	Thermo Plastic Paint Pavement Marking In Reflective thermo plastic paint for lines of 6" width	41.24	% Rft	115472
9	420	Cat Eyes / Road Studs Supplying and fixing of each reflective road studs double face flush surface type	569.23	% Rft	250416
Total					5843854



Assistant Executive Engineer
Town Committee Kunri

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

Contractor

Quantity of Bill					
Name of Work		Repair / Improvement of Black Top Road @ Various Places @ Ward No.4 & 5-6-7 Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	38400	Making diagonal grooves of 1-1/2" at 2.Ft:centre to centre in road surface	146.41	% cft	56221
2	19200	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)	12129.38	% cft	2328840
3	2800	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)	2813.30	% Rft	78772
4	38400	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).	1732.75	% cft	665376
5	38400	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	1411.18	% sft	541893
6	38400	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)	7446.62	% sft	2859578
7	2000	Providing and fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 long x 18" high i/c the cost of cartage , excavation , from work for haunching , 1450 PSI lean concrete, 2250 PSI Concrete for haunchin 1:4 cement sand mortar .(HW .S .I No. 39/14 P-16)	297.01	% Rft	594020
8	4800	Thermo Plastic Paint Pavement Marking In Reflective thermo plastic paint for lines of 6" width	41.24	% Rft	197952
9	600	Cat Eyes / Road Studs Supplying and fixing of each reflective road studs double face flush surface type	596.23	% Rft	357738
Total					7680393



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Repair / Improvement of Black Top Road @ Various Places In Khalid Colony Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	19200	Making diagonal grooves of 1-1/2" at 2.Ft:centre to centre in road surface	146.41	% cft	28110
2	9600	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)	12129.38	% cft	1164420
3	1600	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)	2813.30	% Rft	45012
4	19200	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).	1732.75	% cft	332688
5	19200	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	1411.18	% sft	270946
6	19200	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)	7446.82	% sft	1429789
7	800	Providing and fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 long x 18" high i/c the cost of cartage , excavation , from work for haunching , 1450 PSI lean concrete, 2250 PSI Concrete for haunchin 1:4 cement sand mortor .(HW .S .I No. 39/14 P-16)	297.01	% Rft	237608
8	2400	Thermo Plastic Paint Pavement Marking In Reflective thermo plastic paint for lines of 6" widh	41.24	% Rft	98976
9	360	Cat Eyes / Road Studs Supplying and fixing of each reflective road studs double face flush surface type	596.23	% Rft	214642
Total					3822195



Assistant Executive Engineer
Town Committee Kunri

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

Contractor

Quantity of Bill

Name of Work		Construction of Black Top Road @ Various Places @ Ward No.8-9 & Sachal Town, Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	95200	Earth Work for road embankment by bulldozers including ploughing mixing cloud breaking dressing & compacting with optimum moisture content lead upto 100 and lift up to 5 ft in all type of soil except rock	8681.43	% cft	826472
	39200	95-100%	11215.37	% cft	439642
2	22400	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 up to site of work.	11004.40	%cft	2464985
	11200	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)	12129.38	% cft	1358490
3	2800	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)	2813.30	% Rft	78772
4	44800	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).	1732.75	%cft	776272
5	44800	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	1411.18	% sft	632208
6	44800	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)	7446.62	% sft	3336175
7	1800	Providing and fixing Precast Edge Block 3750 PSI industrial made 6" dia thick x 12 long x 18" high i/c the cost of cartage , excavation , from work for haunching , 1450 PSI lean concrete, 2250 PSI Concrete for haunchin 1:4 cement sand mortar .(HW .S .I No. 39/14 P-16)	297.01	% Rft	534618
8	5600	Thermo Plastic Paint Pavement Marking In Reflective thermo plastic paint for lines of 6" width	41.24	% Rft	230944

9	560	Cat Eyes / Road Studs Supplying and fixing of each reflective road studs double face flush surface type	569.23	% Rft	333888
Total				11012470	



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Construction Of C.C Block Streets @ Ward No 01-02-03-08-09- & 10 @ Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	62400	Borrow pit excavation undressed lead upto 100ft	6187.50	% cft	386100
2	62400	Earth Work compaction in ordinary or hard soil (a) laying earth in 6" layers leveling dressing etc complete	263.00	% cft	16411
3	20592	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	% cft	1939000
4	660	Erection and removal of centring for reinforced or plain cement concrete works of partal wood (2nd class). Vertical .(S.I No.19 (b) /ii/P-18)	3127.41	% cft	20641
5	18096	Cement Concrete Plain i/c placing compacting finishing and curing and curing complete i/c screening and washing of stone aggregate Without shuttering ration 1:2:4.	14429.25	% cft	2611117
Total					4973270



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Construction of Brick Pavement at Ward No 01 To 10 @ Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	256000	Borrow pit excavation undressed lead upto 100ft	6187.50	% cft	1584000
2	256000	Earth Work compaction in ordinary or hard soil (a) laying earth in 6" layers leveling dressing etc complete	263.00	% cft	67328
3	128000	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	4894170
Total					6545498




**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Providing/Laying Underground Sewerage Line @ Ward No 01.03.05.06.07 of Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	4500	Dismantling of C.C Plain of 1:4:8 (G.S P-10 I.No.19a)	1663.75	% cft	74868
2	4500	Dismantling of C.C plain 1:2:4 etc complete (G.S P-10 I.No.19c)	3327.50	% cft	149737
3	52500	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 chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead up to one chain (30.5m).	4650.00	% cft	244125
4	2500	Providing /Laying R.C.C Pipe Line of A.S.T.M C-76-62 T/C-76-70 of class II wall B and fixing in trench i/c cutting ,fitting and jointing with rubber ring i/c testing with water to specified pressure. (P.H.S. Item No.B-1(b) P-Page No.17).	412.00	P RFT	1030000
	2500	15" dia	515.00	P RFT	1287500
5	47250	Rifling of the excavated stuff in trenches 6" thick layers i/c watering ramming to full compacting etc complete (P.H.S.I. No. 24, P/77).	2760.00	% cft	130410
6	125	Constructing manhole or inspection chamber for the required diameter of circular sewer and 3'-6" (1067mm) depth with walls of B.B in cement sand motar 1:3 cement plastered 1:3, ½" thick ,inside of walls and 1" (25 mm) thick over benching and channel i/c fixing C.I manhole cover with frame of clear opening 1-1/2' x 1-1/2' (457x457mm) of 1.75 cwt .(889kg) embaded in plain C.C 1:2:4 and fixing 1" (25 mm) dia M.S steps 6" (150 mm) wide projecting 4" (102 mm) from the face of wall at 12" (305 mm) c/c duly painted etc .complete as per standard specification and drawing. (P.H.E Item No.P and Page #46).	14748.00	Each	1843500
7	9000	Carriage of 100cft/5 tons of all materials like stone aggregate spawl coat lime surkhi etc B.G Rail fasternings points and crossing Bridge Griders pipes sheets Rails MS Bars etc or 1000 Nos Bricks 10" x 5"x3" or 1000 Nos Tiles 12"x6"x2" or 150 cft of timber 100 Maunds of fuel wood by trucks or any other means owned by the contractors (sch of Carriage of Material iem No 1-P-1	502.52	% cft	45227
Total					4805367


 Assistant Executive Engineer
 Town Committee Kunri

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

Contractor

Quantity of Bill

Name of Work		Construction Of Shopping Centre & Repair of Town Office Kunri @ Kunri City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	636.64	Dismantling cement concrete reinforced sepreting rein for cement from concrete cleaning and straightening the same (G.SH,P.NO 10 ITEM NO ,20)	5445.00	%	34664
2	4668.93	Dismantling of Brick work in lime or cement mortar	1285.63	%	60025
3	94.5	Dismantilling of C.C Plain of 1:4:8 (G.S P-10 I.No.19a)	1663.75	% cft	1572
4	62.37	Dismantling of C.C plain 1:2:4 etc complete (G.S P-10 I.No.19c)	3327.50	% cft	2075
5	5462.44	Carriage of 100cft/5 tons of all materials like stone aggregate spawl coat lime surkhi etc B.G Rail fasternings points and crossing Bridge Griders pipes sheets Rails MS Bars etc or 1000 Nos Bricks 10" x 5"x3" or 1000 Nos Tiles 12"x6"x2" or 150 cft of timber 100 Maunds of fuel wood by trucks or any other means owned by the contractors (sch of Carriage of Material iem No 1-P-1	502.52	% cft	27449
6	6276.75	Excavation in foundation of building bridge and other structure i/c deg belling dressing refilling around structure with excavated stuff watering remaining lead up to chain 5 feet in ordinary soil (G.S.I.No:18 P-5)	3176.25	‰ cft	19937
7	1977.86	Cement Concrete brick or stone ballast. 1 1/2" to 2" gauge Ratio (1:4:8) (G.S.I. No: 4,(b) P-16)	9416.28	P % cft	186241
8	5055.69	Pacca Brick work in foundation & Plinth level cement sand Mortar Ratio (1:6) (G.S.I.No: 4 (e) P-21)	11948.36	P % cft	604072
9	8593.17	Earth Work Filling Watering & ramming earth under floor with new earth (excavated from out side) lead upto one chain & lift upto 5feet.Extra 2 Miles Lead. (G.S.I.No:22 P-4)	8655.20	‰ cft	74376
10	3436.5	Reinforced cement concrete work i/c all labaur and material in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or pre cost laid I position complete in all respects .(1:2:4) 90 lbs cement, 2 cft sand, 4 cft shingle 1/8" to 1/4" gauge. (G.S.I No. 6/a P-16)	337.00	P % cft	1158102
11	153.42	Fabrication of mild steel reinforcement for cement concrete i/c cutting, bending , laying in position making joints and fastenings i/c cost of binding wires (also i/c remoral of rust from bars).(G.S.I No. 8/b P-16)	5001.70	P.cwt	767361

12	3654.38	Pacca Brick work in ground floor in cement sand mortar (1:6) (G.S.I.No: 5 P-22)	12674.36	P % cft	463169
13	720	Providing & Fixing G.I Sheet rolling shutter using 2 gauge G.I Sheet for shutter, side iron channel of 12 gauge for rolling on 2" dia C.I Pipe i/c bracket of 20 gauge, springs of requisite size & rolling pulley, necessary hold fasts, nuts bolts, welding, greasing, all carriage, T&P required for making & fixing in masonry bor.(G.S.I.No:33 P-94)	264.96	P sft	190771
14	11653.75	Cement Plaster (1:4) 1/2" thick upto 20ft (G.S.I.No:11 (b) P-51)	2283.93	P % cft	266163
15	11653.75	Cement Plaster (1:4) upto 20' height 3/8" thick.(G.S.I.No:11 (a) P-51)	2197.52	P % cft	256093
16	144	Supplying & Fixing in position iron steel grill of 3/4" x 1/4" size flat iron of approved design including painting 3 coat etc complete.(weight not to be less than 3.7 Lbs/Sq. Foot of finished Grill) (G.S.I.No:26 P,92)	180.50	P sft	25992
17	182	Making & fixing steel grated door with 1/16" thick sheeting including angle iron frame 2" x 2" 3/8" & 3/4" square bars 4" centre to centre with locking arrangement	726.72	P sft	132263
18	11653.75	White washing (3-Coats).(G.S.I.No:26/c P-54)	829.95	P % sft	96720
19	11653.75	Primery coat of chalk distemper.(G.S.I.No:23 P-54)	442.75	P % sft	51597
20	11653.75	Distemping Three Coats. (G.S.I.No: 24/c P-54).	1079.65	P % sft	125820
21	1804	Painting New Surface & Painting Door & Windows any type three coats. (G.S.I.No: c/5 P-70)	2116.41	P % sft	38180
22	3438	Providing & laying tiles glazed 6" X6" X 1/4" on floor or wall facing in required colour & pattern of Stile specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing & filling of joints with slaurry of white cement & pigment in desired shape with finishing, clearing & cost of wax polish etc complete i/c cutting tiles proper profile. (G.S.I.No:60, P-47)	30509.77	P % sft	1048926

23	432.75	Providing and laying HALA or pattern toles glazed 6" x 6" x 1/2 on floor or wall facing in required flor and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement and mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc. Complete i/c cutting tiles to proper profile. (G.S.I. No.61, P-48).	47651.56	P % sft	206212
----	--------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------	---------	--------

Total	5837780
-------	---------



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Scheme.No.09
Quantity of Bill

Name of Work		Construction Of Shopping Centre & Repair of Town Office Kunri @ Kunri City			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	4	Providing & Fixing squatting tyoe with glazed earthen were w.c pan with i/c the cost of flushing cistern with internal fitting & flush pipe with bend & making requisite number of holes in wall plinth & floor for pipe connections & making good in cement concrete (1:2:4) (Sanitary S.I.No:01, P-1)	5044.60	Each	20178
2	4	Providing & Fixing 18" X 12" (47.72X30.49cm) lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6" inches built into wall painted white in two coats after a primary coat or red lead paint, a pair of 1/2" dia chrome plated pillar taps 1-1/4" rubber plug & chrome plated brass chain 1-14 dia malleable iron or C.P brass traps, malleable iron brass unions & making requisite number pipe connections & making good in cement concrete 1:2:4 (Standard Pattern) (Sanitary S.I.No:14, P-4)	4257.00	Each	17028
3	4	Providing & Fixing 24" X 18" beveled edge mirror of Belgium glass complete with 1/8" thick hard board & C.P screws fixed to wooden pleat. (Sanitary S.I.No:03, P-7)	1711.60	Each	6846
4	24	Providing & Fixing 4" Dia C.I soil & vent pipe i/c cutting & fitting & extra painting to match the colour of building. (Sanitary S.I.No:01, P-9)	333.29	Each	7999
5	4	Providing and fixing Handle Valve (China) (SI No.5 P.17)	271.92	Each	1088
6		Providing G.I Pipes, specials, & clamps etc i/c fixing cutting & fitting complete with & i/c the cost of breaking through walls & roof, making good etc. Painting two coats after cleaning the pipe etc. with white zink paint with pigment to match the colour of the building & testing with water to a pressure head of 200 feet 7 handling. (Sanitary S.I.No:01, P-12)			
	40	1/2" Dia	73.21	P Rft	2928
	320	3/4" Dia	95.79	P Rft	30653
	800	1" Dia	128.55	P Rft	102840
7	12	Providing & Fixing in position C.P Bib cock 1/2" dia C.P bib cock standard pattern.(Sanitary S.I.No:02, P-16)	150.00	Each	1800
8	3	Providing & Fixing C.P brass shower Nose with 3/3" inlet (with detachable lid) .(Sanitary S.I.No:03 (b), P-16)	259.38	Each	778
9	3	Supplying & Fixing long bib cock of superior quality with CP head 1/2" dia .(Sanitary S.I.No:13 (a), P-19)	1109.46	Each	3328
10	1	Supplying & Fixing fiber glass tank of approved quality & design & wall thickness as specified i/c cost of nuts, bolts & fixing in plateform of cement concrete 1:3:6 & making connections for inlet & outlet & over flow pipes etc complete.(Sanitary S.I.No:3 (a), P-21)	21989.61	Each	21990

11	50	Providing laying & PVC Pipe 6" dia	262.00	P Rft	13100
----	----	------------------------------------	--------	-------	-------

Total	230557
--------------	---------------



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

Quantity of Bill

Name of Work		Construction Of C.C Block Streets @ Ward No 04-05-06- To 07 @ Town Committee Kunri			
Name of Agency					
S.NO	Qty	Items	Rate	Unit	Amount
1	62400	Borrow pit excavation undressed lead upto 100ft	6187.50	% cft	386100
2	62400	Earth Work compaction in ordinary or hard soil (a) laying earth in 6" layers leveling dressing etc complete	263.00	% cft	16411
3	20592	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	% cft	1939000
4	660	Erection and removal of centring for reinforced or plain cement concrete works of partal wood (2nd class). Vertical .(S.I No.19 (b) /ii/P-18)	3127.41	% cft	20641
5	18096	Cement Concrete Plain i/c placing compacting finishing and curing and curing complete i/c screening and washing of stone aggregate Without shuttering ration 1:2:4.	14429.25	% cft	2611117
Total					4973270



**Assistant Executive Engineer
Town Committee Kunri**

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

Contractor

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Repair / Improvement of Black Top Road @ Various Places @ Ward No.1 & 2 Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.7800000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 **Responsiveness of Bid**
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Repair / Improvement of Black Top Road @ Various Places @ Ward No.3 & 10 Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.6027000
- 10.3 The payment shall be made in pak Rs.
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Repair / Improvement of Black Top Road @ Various Places @ Ward No.4 & 5-6-7 Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.7798000
- 10.3 The payment shall be made in pak Rs.
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Repair / Improvement of Black Top Road @ Various Places In Khalid Colony Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.3880000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Construction of Black Top Road @ Various Places @ Ward No.8-9 & Sachal Town, Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.10834000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 **Responsiveness of Bid**
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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)

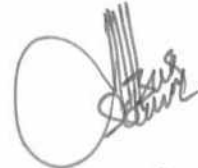


Assistant Executive Engineer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Construction Of C.C Block Streets @ Ward No 01-02-03-08-09- & 10 @ Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.8215000
- 10.3 The payment shall be made in pak Rs.
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Construction of Brick Pavement at Ward No 01 To 10 @ Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.7755000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Providing/Laying Underground Sewerage Line @ Ward No 01.03.05.06.07 of Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.5835000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Construction Of Shopping Centre & Repair of Town Office Kunri @ Kunri City
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs. Estimate Cost Rs.7271000
- 10.3 The payment shall be made in pak Rs.
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 **Responsiveness of Bid**
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

"BIDDING DATA"

- 1.1 Name of Procuring Agency:- Town Committee Kunri Distt: Umerkot.
- Brief Description of Works:- Construction Of C.C Block Streets @ Ward No 04-05-06- To 07 @ Town Committee Kunri
- 5.1 (a) Procuring Agency's address:- Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- (b) Engineer,s Address Office of The Town Committee Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- Bid shall be quoted entirely in pak Rs.
- 10.3 The payment shall be made in pak Rs. Estimate Cost Rs.8215000
- 13.1 Amount of Bid Security:- 2%
- 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 Kunri Near Allah Wala District Umerkot -Ph No:0238-558242-Fax No:0238-558277
- 15.1 Deadline for Submission of Bids on 06 03 2018
- 16.1 Venue, Time, and Date of Bid Opening:- Office of Town Committee Kunri Time: 1 p.m Date
- 16.4 Responsiveness of Bid
- *Bid is valid till required period,
Sindh Public Procurement Regulatory Authority | 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
Town Committee Kunri

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

Instructions to Bidders/ Procuring Agencies regarding NIT –(1-10)

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
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Repair / Improvement of Black Top Road @ Various Places @ Ward No.1 & 2 Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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 Kunri

Contractor


Accounts Officer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Repair / Improvement of Black Top Road @ Various Places @ Ward No.3 & 10 Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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.

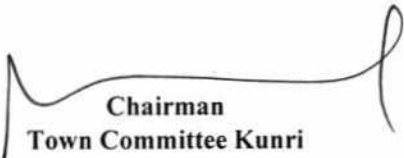
(B) Secured Advance against materials brought at site.

(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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Repair / Improvement of Black Top Road @ Various Places @ Ward No.4 & 5-6-7 Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work

Repair / Improvement of Black Top Road @ Various Places In Khalid Colony Town Committee Kunri

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 and 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 Kunri. 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 Kunri (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, or 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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Construction of Black Top Road @ Various Places @ Ward No.8-9 & Sachal
Town, Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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.

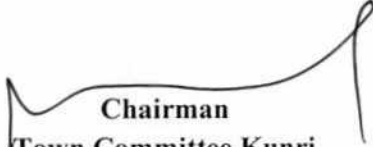
(B) Secured Advance against materials brought at site.

(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 Kunri

Contractor


Accounts Officer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Construction Of C.C Block Streets @ Ward No 01-02-03-08-09- & 10 @
Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work Construction of Brick Pavement at Ward No 01 To 10 @ Town Committee
Kunri

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Providing/Laying Underground Sewerage Line @ Ward No 01.03.05.06.07
of Town Committee Kunri**

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 and 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 Kunri. 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 Kunri (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, or 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 Kunri

Contractor


Accounts Officer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work **Construction Of Shopping Centre & Repair of Town Office Kunri @ Kunri 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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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 Kunri

Contractor


Accounts Officer
Town Committee Kunri

OFFICE OF THE TOWN COMMITTEE KUNRI
DISTRICT UMERKOT

Condition of Contract

Name of Work

Construction Of C.C Block Streets @ Ward No 04-05-06- To 07 @ Town
Committee Kunri

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 Kunri, 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 Kunri 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 Nabisar Road (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 Kunri 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri 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 Kunri 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 Nabisar Road 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 Kunri. 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 Kunri (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.

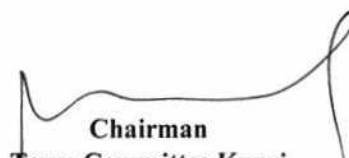
(B) Secured Advance against materials brought at site.

(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 Kunri**

Contractor



**Accounts Officer
Town Committee Kunri**