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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF LOCAL GOVERNMENT, RURAL DEVELOPMENT
AND CO-OPERATIVES

Local Government Division

Section XI

NOTIFICATION

Dhaka, the 8th September 1986

No. S.R.O. 355-L/86/8-XI/IR-8/86/128.—In exercise of the powers conferred by section 57 of the Local Government (Upazila Parishad and Upazila Administration Reorganisation) Ordinance, 1982 (LIX of 1982), the Government is pleased to make the following rules, namely:—

THE UPAZILA PARISHAD (CONTRACTS) RULES, 1986

1. **Short title.**—These rules may be called the Upazila Parishad (Contracts) Rules, 1986.
2. **Definition.**—In these rules, unless there is anything repugnant in the subject or context,—
 - (a) “Form” means a form annexed to these rules;
 - (b) “tender committee” means a committee constituted under these rules; and
 - (c) “tender document” means—
 - (i) the Notice inviting tender;
 - (ii) the relevant Contract Form;

(9471)

Price : Taka 1.75

- (iii) the Schedules of rates and specifications of work;
- (iv) Additional terms and conditions including any other additional terms and conditions as may be specified by Upazila Engineer from time to time.

3. Constitution of the tender committee.—There shall be constituted a tender committee for every Upazila Parishad with the following members, namely:—

- (1) Upazila Nirbahi Officer who shall also be the Convenor of the tender committee;
- (2) Upazila Engineer who shall also be the Secretary of the tender committee;
- (3) Upazila Finance Officer;
- (4) One Officer from the concerned Department to be nominated by the Chairman.

4. Contract valued above Tk. 5,000·00 to go before the tender committee.—No contract on behalf of a Parishad involving a sum above Tk. 5,000·00 shall be made unless tenders for the same have been previously considered by the tender committee.

5. Functions of the tender committee.—(1) Subject to the provisions of rule 4, tenders shall be invited by the tender committee—

- (i) up to the value of Tk. 50,000·00 through at least one local newspaper and through public notice by affixing a copy thereof on the notice board of the Parishad Office and also on the notice board of each departmental office at Upazila Headquarters;
- (ii) above the value of Tk. 50,000·00 through at least one local newspaper and one national daily in Bengali along with public notice by affixing a copy thereof on the notice board of the Parishad Office and also on the notice board of each departmental office at the Upazila Headquarters.

(2) For submission of tender by a party, date, time, place and also the amount of earnest money at the rate of 2% of the estimated cost in the form of bank draft or pay order to be submitted along with the tender shall also be specified in the notice and accordingly a tender box shall be kept in the place mentioned in the notice for receiving tenders.:

Provided that every tender shall be accompanied by the requisite earnest money and any tender submitted without earnest money shall be rejected at the time of opening the tender.

(3) The Upazila Engineer shall sign the tender notice and publish it in the manner specified under sub-rule (1) on behalf of the tender committee.

(4) On the date and time fixed in the tender notice, the Upazila Engineer shall open the tenders in presence of the tenderers or their authorised representatives who may like to be present; and the Upazila Engineer shall obtain the

signature and date of the tenderers or their authorised representatives who attend the opening of the tenders on the opening moment as a token of witness.

(5) The Upazila Engineer shall prepare a comparative statement of tenders received and submit it to the tender committee together with the tenders.

(6) On receiving the comparative statement and the tenders, the tender committee shall scrutinise whether the tenders conform to the specifications and conditions laid down in the tender document and make necessary recommendation to the Parishad.

(7) If the tender committee is of opinion that the tenders received are not in conformity with the specifications and conditions, the tender committee shall invite fresh tenders in the manner provided under sub-rules (1) and (2).

(8) The tender committee shall submit to the Parishad for its consideration and approval all tenders, specifications and samples received and all other relevant papers with recommendations.

6. Consideration and approval by the Parishad.—(1) The Chairman shall on receiving the tender or tenders and all connected papers from the tender committee, convene a meeting of the Parishad and place them before it.

(2) In giving approval the Parishad shall, after consideration of the tenders and the recommendations of tender committee, accept the lowest tender if it is in conformity with the specifications and conditions specified in the tender notice.

(3) If the number of lowest tender is more than one, decision may be taken, as may be considered suitable, either by the merits of prequalifications of tenderer or by lot in such manner as may be deemed fit.

7. Execution of contract after approval by the Parishad.—(1) Every contract of a Parishad shall be in writing and shall be signed by the Chairman or, if the Chairman so decides, by the Upazila Nirbahi Officer and shall be sealed with the common seal of the Parishad and shall specify—

- (a) the work to be done or the materials or goods to be supplied, as the case may be;
- (b) the price to be paid for such work, materials or goods; and
- (c) the schedule of time within which the contract or specified portions thereof shall be carried out.

(2) Every contract of the Parishad shall be executed either in Form A or in Form B, as the case may be, along with other papers as set out in the tender document.

8. Termination of contract on account of defaults by the contractor.—(1) The Chairman shall have the right to terminate the contract after giving ten days' written notice to the contractor in the event of any default; and it shall be considered as default whenever the contractor—

- (i) becomes insolvent; or
- (ii) assigns or sublets the contract without the written permission of the Chairman; or

- (iii) violates important provision or provisions of the contract document; or
- (iv) disregards written instructions of the Upazila Engineer to remove materials rejected by him within twenty days.

(2) In the event of termination of contract under sub-rule (1), the Chairman may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select.

9. **Bar on contract.**—No contract of a Parishad shall be entered into either with the Chairman, member, officer or employee of the Parishad in his own name or with a person who is a near relation of, or dependant on, or who has pecuniary interest in any business owned or conducted by, the Chairman, member, officer or employee of the Parishad.

10. **Security.**—(1) A Parishad shall take 10% of the tendered amount as security for due performance of any contract into which it enters and may specify such penalties as provided in the tender document appended to these rules for failure to fulfil the contract.

(2) The earnest money of the accepted tender shall be merged with the security deposit to be given by the contractor while the earnest money of the unaccepted tender shall be refunded after disposal of the tenders.

11. **Mode of payment.**—(1) No advance payment shall be made to the contractor and no payment shall be made against collection of any type of construction materials. However, payment against running bills may be made to the contractor only against works actually executed with the support of detailed measurements recorded in the Measurement Book and daily checked and certified by the Upazila Engineer in the said Book.

(2) At the time of payment, running or final, deduction as security shall be made in such a way that 10% of the billed amount remain as security deposit with the Parishad.

(3) On the expiry of the requisite period as specified in the tender document the security deposit may be refunded to the contractor concerned if the work done is found satisfactory by the Parishad.

(4) Before the expiry of the requisite period as referred to in sub-rule (3), if any defect is found in the work done, penalty may be imposed for failure to fulfil the terms and conditions of the contract for which the security deposit may be forfeited to the Parishad Fund or, in lieu thereof, the Parishad shall get the defect in the work rectified by the contractor if he is willing, otherwise the Parishad may engage another contractor in accordance with provisions of these rules and the extra cost, if any, shall be realised from the original contractor.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

OFFICE OF THEUPAZILA PARISHAD
.....UPAZILA

NOTICE INVITING TENDERS

1. Sealed tenders in Form.....are hereby invited from the class enlisted contractor of.....Upazila Parishad for the undermentioned work and will be received by the undersigned in his office upto 12.00 noon on.....and will be opened on the same day at 12-30 p.m. in presence of the tenderers or their authorised representatives who may like to remain present. Each tender shall be in a sealed cover with the name of work superscribed on it.

2. Name of work :

3. Estimated cost :

4. Earnest money :

5. Time for completion of the work from the date of work order is.....
.....months.

6. Contract documents consisting of Form A/Form B, schedule of items, additional terms and conditions, etc., can be seen and obtained from the office of the Upazila Parishad during office hours on all working days on payment oftaka (Non refundable) per sheet of Notice inviting tenders, schedule of items, additional terms and conditions etc. and a sum oftaka (Non refundable) per copy of Tender Form A/ a sum oftaka per copy of Form B up to (date).... The tender Form may be purchased by the contractor himself or his representative on production of authorised letters bearing the signature of the representative duly attested by the contractor. No tender Form and schedule will be sold on the date fixed for opening of tender.

7. The rates of items are to be quoted both in figures and in words in the 2nd page of Form A/Form B or 1st page of condensed form on percentage basis i.e. "AT PAR" "% above" and "%less" than the rates shown in the schedule.

8. The tender documents, that is, the notice inviting tenders, schedule of items, additional terms and conditions, etc. shall be duly signed by the tenderer on every page which shall form a part of the tender and be binding upon the tenderer.

Contractor's
signature.

Estimator

Upazila Engineer,

..... Upazila.

9. Earnest money at the rate of 2% amounting to.....taka in bank draft or pay orders pledged in favour of the Chairman, Upazila Parishad must accompany each tender.

10. Tenders will be declared informal and will be summarily rejected on the following grounds —

- (a) If the tenderer has not signed on every page of the tender documents;
- (b) If there is any discrepancy, over writing, ambiguity or omission in quoting rates and if correction in rates is not duly initialled by the tenderer;
- (c) If any additional conditions is inserted by the tenderer;
- (d) If the requisite earnest money is not furnished along with the tender;
- (e) Tender which are more than five percent less (overall) than the estimated cost put to tender.

11. The successful tenderer shall have to enter into formal agreement with the Upazila Parishad. For this purpose, he shall be required to submit duplicate copy of tender documents in complete form within three days from the date of issue of the letter communicating the acceptance of his tender, failing which his tender will be cancelled and earnest money forfeited.

12. In case the tenders are invited afresh for any particular work for any reasons, the tenders of this call will remain valid either for three months or till the final disposal of the fresh tender, by the Upazila Parishad, whichever is earlier. Any tenderer other than the lowest one may be allowed to take back his earnest money if he so likes on condition that he will redeposit the same if his tender is accepted.

Upazila Engineer,

Memo No.....

.....Upazila.

Dated,.....

1. Copy submitted to :

*Contractor's
Signature.*

Estimator.

Upazila Engineer,

.....Upazila.

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender in the manner specified under the Upazila Parishad (Contracts) Rules, 1986 under the signature of the Upazila Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Upazila Engineer shall also be opened for inspection by the contractor at the office of the Upazila Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Partnership Act, 1932.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work 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 of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Upazila Engineer or, in his absence, any member of the tender committee authorised by the Upazila Nirbahi Officer will open tenders in the presence of any intending contractors or their authorised representatives who may be present at the time, and will enter the several tenders in a comparative statement in a suitable form.

6. In the event of a tender being accepted, receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Direction No. 1. In the event of a tender

being rejected, the earnest money forwarded with such unaccepted tender shall be refunded as soon as the tender is decided provided the contractor present himself before the Parishad to take the refund.

7. The accepting authority reserves the right to reject any or all the tenders without assigning any reason.

8. The receipt by a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Parishad and the contractor shall be responsible for seeing that he procures a receipt signed by the Upazila Engineer.

TENDER FOR WORKS

I/We hereby tender for the execution of the work for theUpazila Parishad specified in the under-written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Direction I hereof and in clause 8 of the annexed conditions and with such materials as are provided for by, in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | | |
|--|--|------|
| (a) If several sub-work are included they should be detailed in a separate list. | (a) General description | Taka |
| | (b) Estimated cost | Taka |
| | (c) Earnest money | Taka |
| | (d) Security deposits (including earnest money) | Taka |
| | (e) Percentage, if any, to be deducted from bills Taka per cent. | |
| | (f) Time allowed for the work from date of written order to commence months. | |

Item.	Item of work.	Unit.	Per.	Rate tendered.	
				In figures Taka.	In words.

N.B.—To be continued on additional sheets as found necessary.

Should this tender be accepted I/We hereby agree to abide by to fulfil all the terms and provisions of the said conditions of contract annexed hereto so far applicable, or in default thereof to forfeit and pay to the.....Upazila Parishad the sums of money mentioned in the said conditions.

The sum of.....taka is herewith forwarded in Bank draft or Pay order as earnest money, the full value of which is to be absolutely forfeited to the.....Upazila Parishad without prejudice to any other rights or remedies of the said Upazila Parishad, should I/We fail to commence the work specified in the above memorandum.

Signature of contractor before submission of tender. *Dated the* *day of* *19*

Signature of witness to contractor's signature, *Witness Address Occupation*

Signature of the officer by whom accepted. The above tender is hereby accepted by me on behalf of the Parishad.

Dated the *day of* *19*

CONDITIONS OF CONTRACT

Security deposit.

Clause 1.—The..... Upazila Parishad may permit at the time of making any payment to the contractor for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to Tk.being.....per cent of all moneys so payable and such deduction to be held by the Parishad by way of security deposit.

Compensation for delay.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall repay as compensation an amount equal to one per cent or such smaller amount as the Parishad (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one half of the work, before one-half of such time has elapsed and the three-fourths of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent, or such smaller amount as the Parishad (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that the due quantity of works remains incomplete:

Provided always that the entire amount of compensation to be paid under the provision of the clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

Action when whole of security deposit to be forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the Upazila Engineer on behalf of the Parishad shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Parishad :

(a) To rescind the contract (of which rescission notice writing to the contractor under the hand of the Upazila Engineer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Parishad.

- (b) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor; if the whole work had been executed by him (of the amount of which excess the certificate in writing the Upazila Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Parishad under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Upazila Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of, or with a view to the execution of the work of the performance or the contract. In any case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for work therefor actually performed under this contract, unless and until the Upazila Engineer will have certified in writing the performance of such work and the value payable in respect thereof, he shall only be entitled to be paid the value so certified.

Clause 4.—In any case in which the powers conferred upon the Upazila Engineer by clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Upazila Engineer putting in force either of the powers vested in him under clause 3(a) or (b), he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Upazila Engineer whose certificate thereof shall be final, otherwise the Upazila Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Upazila Engineer may remove them at the contractor's

Powers to take possessions of or require removal of or sell contractor's plant.

expense or sell them by auction or private sale on account of the contractor and at risk in all respects, and the certificate of the Upazila Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

Extension of
time.

Clause 5.—If the contractor shall desire an extension of the time for completion of the works on the ground of his having been unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Upazila Engineer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Upazila Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Upazila Engineer shall, in his opinion (which be final) reasonable grounds be shown thereof, such extension of time, if any as may in his opinion, be necessary or proper be placed before the Parishad for acceptance.

Final certifi-
cate.

Clause 6.—On completion of the work the contractor shall be furnished with a certificate by the Upazila Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-works, doors, windows, walls, floors or other parts of any building, in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, nor, until the work shall have been measured by the Upazila Engineer whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of the clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Upazila Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment inter-
mediate to
be regarded
as advances.

Clause 7.—No payment shall be made for works estimated to cost less than five thousand taka, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of the works estimated to the cost more than five thousand taka the contractor shall on submitting the bill therefor be entitled to receive a running payment proportionate to the part thereof then approved and passed by the Upazila Engineer whose certificate of such approval and passing of the sum so payable shall be final

and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment on by and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Upazila Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Upazila Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8.—The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to work signed by the Upazila Engineer and lodged in his office and which the contractor shall be entitled to have access at such office, or on the site of the 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, drawing and instructions as aforesaid.

Works to be executed in accordance with specifications, drawing, orders, etc.

Clause 9.—The Upazila Engineer, with the approval of the Parishad, shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawing, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Upazila Engineer and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respect on which he agreed to do main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to be original contract work, and the certificate of the Upazila Engineer shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work

Alteration in specification and designs.

Do not invalidate contracts.

Extension of time in consequence of alterations.

Rates for work not in estimate or schedule.

shall be carried out at the rates entered in the schedule of rates of the P.W.D. or district rates which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to be estimated cost of the entire work put to the tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, then the contractor shall, within seven days of the date of his receipt of the order to carry out the work, inform the Upazila Engineer of the rate which it is his intention to charge for such class of work, and if the Upazila Engineer does not agree to his rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he considers advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rate shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Upazila Engineer. In the event of a dispute the decision of the Parishad shall be final.

No compensation for alteration in or restriction of work to be carried out.

Clause 10.—In the case of any altered, additional or substituted work which the contractor is required, under the preceding clause 9 to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule or rates of the P.W.D. or district rates and which involves the use of additional materials (notwithstanding anything to the contrary in the preceding clause), the contractor may within seven days from the receipt of the order claim revision of the rates in respect of such additional materials and the Upazila Engineer may revise such rates having regard to the increase in the market price of such materials with the approval of the Parishad.

Clause 11.—If at any time after the commencement of the work the Parishad shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Upazila Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim nor compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

Clause 12.—If it shall appear to the Upazila Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or materials of any inferior description or that any materials or articles provided by him for the execution of the work are

unsound, or of a quality inferior to that constructed for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the Upazila Engineer specifying the work, materials or articles complained of not withstanding that the same may have been in advertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charges and cost, and in the event of his failing to do so within a period to be specified by the Upazila Engineer in this demand aforesaid, than the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Upazila Engineer may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause 13.—All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Upazila Engineer and his subordinate and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Upazila Engineer or his subordinate to visit works shall have been given to the contractor either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to be open to inspection.

Contractor or his responsible agent to be present.

Clause 14.—The contractor shall give not less than five days notice in writing to the Upazila Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Upazila Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 15.—If the contractor or his working people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fence enclosure, water pipes, cables, drain, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage

Contractor liable for damage done and for imperfection within twelve months after certificate.

shall happen to the work while in progress for any cause whatever or any imperfections become apparent in it within twelve months after a certificate final or otherwise of its completion shall have been given by the Upazila Engineer as aforesaid, the contractor shall make the same good at his own expense, or in default, the Upazila Engineer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Upazila Engineer shall be final) from any sums that may be due, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The security deposit of the contractor shall not be refunded before the expiry of one year after the issue of the certificate final or otherwise of completion of works. But if in the opinion of the Chairman, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after the expiry of 6 months and the remaining half after one year of the issue of the said certificate of the completion.

Claim before receipt of final payment.

The contractor shall go through items and measurements prepared for final payment and file claims, if any, before he receives final bills. No claim or arbitration as per clause 22 shall be entertained, if no prayer is made before acceptance of final payment.

Contractor to supply plant, ladders, scaffolding, etc.

Clause 16.—The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Upazila Engineer's Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or others documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Upazila Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with neans and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Upazila Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contracts or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or

And is liable for damages arising from non-provision of lights, fencing, etc.

other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or precautions and to any such person or which may with the consent of the contractor be said to compromise any claim by any such person.

Clause 17.—In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, the Parishad is obliged to pay compensation to a workman employed by the contractor in execution of the works. The Parishad will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the Parishad under section 12, sub-section (2) of the said Act, the Parishad shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Parishad to the contractor whether under this contract or otherwise.

Clause 18.—The contractor should pay his labourers wages not less an amount than what considered reasonable for the locality by the Parishad.

Clause 19.—If it is proved to the satisfaction of the Parishad that any contractor has not paid due wages to the labourers employed by him the Parishad may ask the Upazila Engineer to make payment to the labourers and to deduct the amount so paid from the contractor's bill. The name of the contractor who fails to pay due wages to his labourers may also be expunged from the list of approved contractors.

Clause 20.—In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Parishad for its information.

Changes in
constitution
of firm.

Clause 21.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Upazila Engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be
under direc-
tion of Upa-
zila Engineer.

Clause 22.—Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions, herein before mentioned and so to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, 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 shall be referred to an arbitration committee consisting of the Deputy Commissioner concerned (Convener), executive Engineer, P.W.D., member and

Settlement of
disputes.

District Engineer, member, for disposal in the manner provided by law relating to arbitration for the time being in force which after such investigation as it may think proper shall deliver its award which shall be final, conclusive and binding on all parties to the contract.

Action where no specification.

Clause 23—In the case or any class of work for which there is no such specification as is mentioned in such work shall be carried out in accordance with the district specification and in the event of there being no district specification then in such case work shall be carried out in all respects in accordance with schedule and specification of P.W.D. or the instructions and requirement of the Upazila Engineer.

Definition of work.

Clause 24—The expression “work” or “works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 25—The contractor shall at his own cost provide his labourers with housing on an approved site and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local public health and medical authorities. He shall also at his own cost make arrangements for the laying of pipe lines for water supply to his labour camps from the existing mains wherever available and shall pay all fees, charges and expanses in connection therewith and incidental thereto.

ADDITIONAL CONDITIONS

1. No material should be used in the work unless it is checked and approved by the Upazila Engineer.
2. The contract shall not be sublet without the written permission of the Chairman.
3. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Upazila Engineer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
4. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
5. The contractor in the course of his work should understand that all materials (e.g., store and other materials) obtained in the work of dismantling, excavation, etc., will be considered as Parishad property and will be disposed of to the best advantage of the Parishad.
6. No compensation for any damage done by rain or traffic during the execution of the work will be made.
7. The contractor should quote thorough rate inclusive of cost of materials and carriage to place of working.
8. The contractor should give complete specifications showing the methods of execution and the quantity and quality of materials he intends to use per hundred ft. area.
9. In the event of emergency the contractor will be required to pay his labourer every day and if this is not done the Parishad shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience to the public.

10. The contractor shall not deposit material on any site which will be seriously inconvenience to the public. The Upazila Engineer may require the contractors to remove any materials, which are considered by him, to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
11. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Upazila Engineer. All surplus materials, rubbish, etc., will be removed to the places fixed by the Upazila Engineer and nothing extra will be paid.

12. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and kept the place neat and tidy during the progress of the work. The Upazila Engineer may get the site or premises clear of debris, etc., and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

13. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Upazila Engineer.

.....UPAZILA PARISHAD

TENDER FOR THE SUPPLY OF MATERIALS

Conditions of Contract

1. The person whose tender is accepted shall within.....days (not exceeding 10) deposit with the.....Upazila Parishad in cash a sum which with the earnest money already deposited shall be equivalent to ten per cent. of the total estimated cost of the materials to be supplied under the contract as security for the due performance of the contract. All damages payable by the contractor under the terms of his contract may be deducted by the Upazila Engineer, with the approval of the Chairman, from, or paid by the sale of a sufficient part of security deposit, or from the interest of any such security deposit or from any other sums due, or which become due to contractor by the Parishad.
2. The contractor is to deliver the materials on or before the date mentioned in the tender failing which he shall be subjected to pay or allow one per cent on the total amount of the contract for every day not exceeding ten days that he shall exceed his time as and for liquidated damages.
3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Parishad shall have power either to annul the contract altogether, or to have the supply completed without further notice at the contractor's risk and expense, as it may deem best suited to the interests of the Parishad, and the contractor shall have no claim to compensation for any loss that he may incur in any way.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender he shall apply in writing to the Upazila Engineer who may, with the approval of the Chairman, grant extension of time in writing, if reasonable grounds be shown for it, and without such written authority the contractor shall not claim exemption from fine leviable under clause 2.
5. The contractor shall give notice to the Upazila Engineer of his intention of making delivery of materials, and, on the materials being approved by the Upazila Engineer a receipt shall be granted to him by the Upazila Engineer, and no materials will be considered as delivered until so approved.
6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect, but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.
7. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Upazila Engineer.

8. In the event of the materials being considered by the Upazila Engineer to be inferior to that described in the specifications, the contractor shall, on demand in writing forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be specified by the Upazila Engineer, that he may have such rejected materials removed at the contractor's risk and expense, the expense incurred being liable to be deducted from any sums due or which may become due, to the contractor.

9. If the contractor or his work people break or deface any building, road, fence, enclosures or grass land, or cultivated land, he shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damages shall be repaired at the contractor's expense by the Upazila Engineer who shall deduct the cost from any sums due or which may become due, to the contractor.

10. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfilment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Upazila Engineer.

11. The contract shall not be sublet without the written permission of the Chairman. In the event of the contractor subletting his contract without such permission he shall be considered to have committed a breach of contract, and his security deposit shall be forfeited to the Parishad and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

12. The decision of the Parishad for the time being shall be final, binding and conclusive on all questions relating to the meaning of the specification.

TENDER FOR THE SUPPLY

*The undersigned do hereby tender for the supply of the Materials described

[* or

Description or specification of materials to be supplied.	Total quantities of each to be supplied.	Places at which to be delivered.	Quantities to be delivered at each place.

Tender accepted on behalf of the Upazila Parishad.

*Signature of the person
by whom the Tender is accepted,
Chairman/ Upazila
Nirbahi Officer.*

Dated

The

OF MATERIALS

In the following specification subject to the conditions hereunto annexed.

we.]

Dates by which delivery at all places must be completed.	Rates at which articles are to be supplied inclusive of every demand.	Unit .	Total cost of each article, inclusive of every demand.	Remarks.

Should this Tender be accepted (a) _____ hereby agree to abide by and fulfil all the terms of the above specification and all the conditions of contract annexed hereto, or, in default thereof, to forfeit and pay to the Upazila Parishad, the penalties or sums of money mentioned in the said conditions.

The sum of Tk. in the form of Bank draft or Pay order is herewith forwarded as earnest-money to be absolutely forfeited to said Upazila Parishad should (a) not deposited the full amount of security in accordance with clause 1 of the conditions of contract, in the event of his Tender being accepted.

Signature

Address

Dated

The 1986.

Signature of witness to
Signature of Tenderer.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS

1. In the event of the Tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a Power of Attorney authorising him to do so.
2. Receipts for payments made to a firm must be signed by the several partners, except in the case of well known and recognised firms, and except where the contractors are described in their tender or contract as a firm.
3. All tenders received will be opened by the Upazila Engineer in presence of the Tenderers or their authorised representatives who may like to be present.
4. The Upazila Parishad reserves the right to reject any or all of the tenders without assigning any reason.

ADDITIONAL TERMS AND CONDITIONS

1. The work must be carried out strictly in accordance with the specifications and terms and conditions of contract and as per drawing and design supplied by the Upazila Parishad and as per direction of the Upazila Engineer. The contractor shall remain entirely responsible for the quality of work and finishing the same.

2. The contractor must see the location and site of works, conveyance available for carriage of materials, drawing and design before submitting tender. After receiving tender no claim or plea on this ground shall be entertained at all.

3. The rates to be quoted by the contractor should include the cost of all materials and of all operation which are connected with the item work. In other works the rates are meant for finished job in all respect and as per practice and convention followed by the Parishad. Cost of layout, dismantling, site cleaning, scaffolding, local and other taxes, cost of all tools, incidental and all carriage charges will be treated as having been included in the rates of the tender.

4. The quantities of the work shown in the schedule of items may vary at the time of execution of works for which no extra claim whatsoever will be entertained by the Parishad. Also no extra claim will be entertained for any item of work of the schedule not executed during actual execution of work.

5. No claim of contractor will be entertained if the work is not taken at all by the Parishad for any reason. Also no claim will be entertained for any advance made to labourers or for materials supplied by the contractor.

.....
Contractor's
signature.

.....
Estimator.

.....
Upazila Engineer,
.....Upazila.

6. All materials required for the work shall have to be arranged by the contractor at his own cost and shall have to get approved by the Upazila Engineer before use in the work.

7. No claim of enhancement of rates of any item of the schedule will be entertained due to fluctuation of market rates for labour and for materials all through the period of execution of the work till completion.

8. Verbal instructions and approval whatsoever and from whomsoever will have no bearing. All instructions and approval must be in writing from the Upazila Engineer.

9. The security deposit of the contractor shall not be refunded before the expiry of one year after the issue of the certificate of final completion of work.

10. To complete the work in time the work as necessary will have to be done round the clock. No extra claim for doing the work round the clock/overtime will be entertained by the Parishad.

11. The contractor must arrange water supply arrangement for his work and labourers at his own cost.

12. The weight of steel materials whether foreign made or locally re-rolled procured by the contractor will be calculated for payment against the relevant items of works on the basis of standard weight and no extra claim due to any variation in size or weight will be entertained.

*Contractor's
Signature.*

Estimator

Upazila Engineer,

.....Upazila.

By order of the President

HUSAIN AHMED

Secretary.