

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: NO. XEN/PHE/TC/261

Dated: 26-05-2010

Contract Value: 5,47,25,214/=

Contract Title:

{ P.L. & Testing Black Steel Pipe 10" dia 5.0mm wall thickness API 5L X42 Grade
Sheet Straight-Welding (SRW) For Pipe line w/SScheme LUNIO - DANODAN DAL -
NAGARPARKAR DIST: THARPARKAR.

M/s Kaybee Constructor

(Name of Supplier/Contractor/Consultant)

herby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Kaybee Constructor (Name of Supplier/Contractor/Consultant) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

M/s Kaybee Constructor

(Name of Supplier/Contractor/Consultant)

certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Kaybee Constructor

(Name of Supplier/Contractor/Consultant)

accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, M/s Kaybee Constructor (Name of Supplier/Contractor/Consultant) agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Kaybee Constructor (Name of Supplier/Contractor/Consultant) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Mohammad Iqbal Memon
Chartered Engineer
P.O. Box No. 1000, Dera Gharo
Tharparkar - 61200

M/s Kaybee Constructor
(Supplier /Contractor/Consultant)

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NAGARPARKAR, DSH, THARPARKAR.

M/s Kaybee Constructor

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M/s Kaybee Constructor [Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Kaybee Constructor [Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

M/s Kaybee Constructor [Name of Supplier/Contractor/Consultant] Notwithstanding any rights and remedies exercised by PA in this regard, agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to five times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Kaybee Constructor [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Mohammad Iqbal Memon
Resident Engineer
Public Health Engineering
Tharparkar @ Mithal

M/s Kaybee Constructor
[Supplier/Contractor/Consultant]

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. P.H.E Department.
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial
- 3) TITLE OF CONTRACT P.L.J&Testing Black steel pipe 10 dia For Pipeline w/s Scheme Lumio - Dano Dandal - Nagar Parkar
- 4) TENDER NUMBER 3
- 5) BRIEF DESCRIPTION OF CONTRACT To Provide Water Facility for the population Govt. of Sindh 24500 persons up to 2021
- 6) FORUM THAT APPROVED THE SCHEME Govt. of Sindh
- 7) TENDER ESTIMATED VALUE Rs. 5,47,25,214/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 4,57,90,990/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 Months
- 10) TENDER OPENED ON (DATE & TIME) 17-05-2010 @ 2.00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 4 Nos
- 12) NUMBER OF BIDS RECEIVED 4 Nos
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS All
- 14) BID EVALUATION REPORT (Enclose a copy) Copy of Comparative attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Kaybee Constructoiv Sharif Town Station Road Shahdodpur
- 16) CONTRACT AWARD PRICE Rs. 5,47,25,214/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). M/s Kaybee Constructoiv
M/s. Royal Constructoiv Company
Haji Sirajuddin Somro
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE N.A
- c) TWO STAGE BIDDING PROCEDURE N.A
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE N.A

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Chief Engineer P.H.E.D Hyd.

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of
Authorized Officer
Treasurer
Treasurer's Division
Tearparkar @ Mitthi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

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COMPARATIVE STATEMENT

Name of Work: - Providing, Laying, Jointing and Testing Black Steel Pipe 10" dia 5.0mm wall thickness API 5L/X-42 Grade sheet straight welded (SRW) for Pipe Line Water Supply Scheme Lunio-Dano Dandhal-Nagarparkar District Tharparkar.

Estimate Sanctioned by Chief Engineer Public Health Engineering Hyderabad vide No. DB/DWE/1147 Dated: 30-04-2010 for Rs. 45790990/-

N.I.T invited by the Executive Engineer Public Health Engg. Division Tharparkar @ Mithi vide No: TC/158 Dated: 17-4-2010

Date of Issue: 17/05/2010
Date of Opening: 17/05/2010

Sr. No.	Description	Sanctioned Estimate Cost	Rates Quoted by various Contractors			
			M/s Kaybee Contractor	M/s Royal Const. Company	Haji Saajjuddin Secombo	M/s. Muhammad Javed Shaukat & Co.
1.	Black Steel Pipe 10" dia	Rs. 45703287/-	Rs. 54711519/20	Rs. 54783709/35	Rs. 54897939/40	Rs. 54993253/18
2.	Add. diff. Cost of Cement	Rs. 7695/-				
Total		Rs. 45790990/-	Rs. 54711519/20	Rs. 54783709/35	Rs. 54897939/40	Rs. 54993253/18
Say		Rs. 45790990/-	Rs. 54711519/20	Rs. 54783709/35	Rs. 54897939/40	Rs. 54993253/18
Difference Cost of Cement			Rs. 7695/2	Rs. 7695/3	Rs. 7695/4	Rs. 7695/18
Total			Rs. 54719214/-	Rs. 54791404/-	Rs. 54905634/-	Rs. 55000948/-

Intermt B-II (Rate) tender in form of M/s Kaybee Construction, Government Engineer at Lunio-Dano. Rs. 547,25,214/- Super Five (Cross forty seven feet = twenty five thousand two hundred forty seven) also having 19.51% above sanctioned cost in bill of material.

ABSTRACT

Lowest Tender Cost Rs. 54719214/-
 Deduct Sanctioned Estimate Amount Rs. 45790990/-
 Net Excess Rs. 89282244/-
 i.e. 19.51% Above on sanctioned Estimated cost. 89,34,224/2

CHIEF ENGINEER
Public Health Engg. Deptt.
Govt. of Sindh Hyderabad

(MOHAMMAD IQBAL MEMON)
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG. DIVISION
THARPARKAR @ MITHI

(MAJID AHMED QURESHI)
Superintending Engineer
Public Health Engineering Circle
MIRPURKHAS

- 1. Executive Engineer One Month.
- 2. Superintending Engineer Two Months.
- 3. Chief Engineer Three Months.

Name of work: Provision, laying, jointing & testing Black Steel pipe to class, 500 mm overall thickness API 5L X-42 Grade, Street Straight-welded (CSRW) for Rye line in Scheme Lurio - Dano Damodar Nagarparikar Dist. Tharparkar

Name of Agency: M/s Kaybee Contractor. P.W.D. 286-c
 FORM No. 1637/35 dt 17-05-2010

- G. R. No. 56-1, dt. 8-4-36.
- G. R. No. 1038-12, dt. 20-7-39.
- G. R. No. S-85/22-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S-30/20-1, dt. 22-11-43.
- G. R. No. 1034-1, dt. 2-5-44.
- G. R. No. 1038-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G. C. M. No. 1647-w, dt. 27-9-37.
- G. C. M. (P. and M. Deptt.) No. 383-P/27, dt. 9-11-37.
- G. M. No. S-173/9-w, dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

Tender issued
 PUBLIC WORKS DEPARTMENT
 P.W.E. CIRCLE Mirpurkhas
 P.W.E. DIVISION Tharparkar @ Mithi

Items Rate Tender and Contract for Works

General Rules and Directions for the Guidance of Contractors.

1. All work proposed to be executed hereunder is notified in a form of invitation to tender posted on board hereunder by the Executive Engineer and signed by the Executive 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. It will also state whether a refund of quarry fees, royalties and octroi dues and ground rents will be granted. Copies of the specification, designs and drawings and estimated rates schedule and other documents required in connection with the work which will be sent to the Executive Engineer for the purpose of identification shall also be open for inspection at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed by each partner therefore, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipt for payments made on account of any work, when executed by a firm should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts shall 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 usual printed form including the column total according to estimated quantities, stating at what rate he is willing to under take 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 Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor marking the tender, on his giving a receipt for the return of the money.

6. The Officer competent to depose of the tenders shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tender for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the officer of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured, net by standard and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

Certified that the tender contains page 11 of 23

EXECUTIVE ENGINEER
 Public Health Engg. Division
 Tharparkar @ Mithi

Contractor

EXECUTIVE ENGINEER
 Public Health Engg. Division
 Tharparkar @ Mithi

Tender for Works.

I/we hereby tender for the execution for the Governor of Sind of the work specified in the underwritten memorandum within the time specified in the memorandum at the tendered rates specified in Schedule B (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government materials and the rates to be paid for them shall be as provided Schedule A hereto.

Cont
R. S. J.

- (a) If several sub-works are included they should be detailed in separate lists.
- (b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras. 515 and 516 of the P.W.D. Manual.
- (c) This deposit shall be in accordance with paras. 516 and 521A of the P.W.D. Manual.
- (d) This percentage where no security deposit is taken, will vary from 5 per cent. to 10 per cent. according to the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract.
- (e) Give schedule where necessary showing dates by which the various items are to be completed.

DA
FR

MEMORANDUM

- (a) General description: *BURJET Blade steel pipe 12" dia. 50' long each. 12 nos. API 5L X 42 Grade. 12" dia. 50' long each. 12 nos. for Pipelines. 50' long each. 12 nos. 12" dia. 50' long each. 12 nos.*
- (b) Estimated cost: *Rs. 50,000/-*
- (c) Earnest money 2% *Rs. 1,000/-*
- (d) Security deposit (including earnest money) 10% *Rs. 10,000/-*
- (e) percentage, if any, to be deducted from bills (Rupees *eight* per cent.) *8%* *Rs. 4,000/-*
- (f) Time allowed for the completion of work from date fixed in written order to commence *Twelve months (12)*

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay, to the Governor of Sind or his successors in office the sums of money mentioned in the said conditions.

* Amount to be specified in words and figures.

Receipt No. *SD-2113775*

dated *17-05-2010* from the Government

Treasury or Sub-Treasury of *UBL Mithi* in respect of the sum *Rs. 10,00,000/-*

Cont: *R. S. J.*

is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to the Governor of Sind, or his successors in office, should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1-(A) of the said conditions, otherwise he said sum of Rs. _____ shall be retained by Government as on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in Clause 1 (B) of the said conditions].

Signature of contractor
before submission of tender.

Dated this _____ day of _____ 197 _____
(Witness)
Address
(Occupation)

Signature of witness to contractor's Signature.

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Signature of the officer by whom accepted.

Dated the _____

Executive Engineer,
Division for his duly authorized Assistant.)
day of _____ 197 _____

R. S. J.
Contractor

EXECUTIVE ENGINEER
Public Health Engg. Division
Tharparkar @ Mithi

Conditions of Contract.

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted* (hereafter) called the contractor shall (A) [within one day for a contract of Rs. 1,000 or less or two days for a contract of more than Rs. 1,000 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender]; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount* 2% to per cent of all moneys so payable, such deductions to be held Government by way of security deposit.] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if the such sum as will (with the earnest money deposited by him) amount* 10% to per cent of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 2% per cent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

[Handwritten signatures and initials]
 Cont: E.E.
 Cont: E.E.
 Cont: E.E.

If the amount of the security deposit to be paid in lump within the period specified at (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either after three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

NOTE.—A work should be considered 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 final measurements.

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, 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 pay as compensation an amount equal to one per cent, or such similar amount as the superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by 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:—

Compensation for delay.

1	of the work in	Months	do.
1	do.	Months	do.
1	do.	Months	do.

[Handwritten signature]
 Cont: E.E.

done.

NOTE.—The quantity of work to be done within a particular time to be specified above shall be fixed by the Officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank spaces kept for the purpose.

* This will be the same percentage as that in the tender at (c).

† The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, e.g. If it is fixed per cent, and the security deposits only amounts to 5 per cent. of the estimated cost of the work then 3 per cent. should be deducted every payments, if the percentage is fixed at 10 per cent, and the security deposit only amounts to a percent then 4 per cent should be deducted so on.

[Handwritten signature]
 Contractor

[Handwritten signature]
 EXECUTIVE ENGINEER
 Public Health Engg: Division
 Tharparkar @ Mithi

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided* always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

Action when whole of Security deposit is 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) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, Executive Engineer, or behalf of the Governor of Sind shall have power to adopt any of the following courses, as he may deem best suited to the interest of Government:—

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

(b) To employ labour paid by the Public Work Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case certificate of the Executive Engineer to the value of the work done shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up 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 the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the original contractor and be deducted from any money but to him by Government under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him 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 of the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actual performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid amount so entitled.

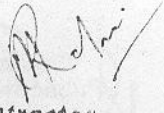
Action when the progress of any particular portion of the works is unsatisfactory.

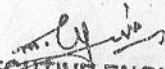
Clause 4.—If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause 3.

Clause 5.—In any case in which any of the powers conferred upon Engineer by clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding the exercise in any further case of default of 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 Executive Engineer taken action under sub-clause (a) or (c) clause 3, he may, if he so desire, take possession of all or any tools, plant, material and stores, in or upon the works, or the thereof of 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 the case of contract rates not being applicable, at current market rates, or be certified by the Executive Engineer.

Power to make possession of or require removal of, or sell contractors.


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Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized 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 Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of time.

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he, as hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the Public Works Department or any of its authorised officers, the Executive Engineer may, at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement, the date for completion of the work, the date fixed by the order giving the extension or by the aggregate of all such orders made under this agreement.

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Final certificates.

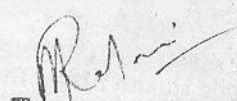
Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials, and rubbish, and shall have cleaned off the dirt from all wood work, door, windows, walls floors, or other parts of any building in or upon which work has been executed, or of which he may have had possession for the purpose of executing the work not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge 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 expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.


Clause 7-A.—In the case of silt clearance other excavation works of channels; after the measurements are finally recorded and checked by a competent authority, the contractor shall no notice in writing being given by the Engineer-in-charge or his sub-ordinate and within the time specified in the notice, remove 'bundhis' and profiles with the designed channel section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on removing such 'bundhis' and profile ridges shall be deducted from any money due to the contractor or from his security deposit. The time taken by the contractor in removing 'bundhis' and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Contractor to Remove bund his and profile ridges.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor, shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, where certificate of such approval and passing of the sum so payable shall be final and conclusive against the

Payments on Interim-date certificates to be regarded as advance.


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contractor. All such Intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring bad, unsound imperfect or unskilful work to be removed and taken away reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accusing of any claim; nor shall it conclude, determine or affect in any ways the powers of the Engineer-in-charge as to the final settlement of the account or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. 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 account bills.

Bills to be Submitted monthly

Clause 10.—A bill shall be submitted by the contractor, as frequently as the progress of the work may justify, for all the work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for purpose of having the verified and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill as aforesaid, the Engineer-in-charge may at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list which shall be binding on the contractor in all respects.

Bills to be on printed forms.

Clause 11.—The contractor shall submit bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Stores supplied by Government.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the P.W. store, or if it is required that the contractor shall use certain stores; to be provided by the Engineer-in-charge (such material and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof, if the deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall on no account be removed from the site of the work, and shall all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Department store, if the Engineer-in-charge so required by a notice in writing given under his hand; but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

Works to be executed in accordance with specifications, drawings etc.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and works manlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specifications being part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the contractor shall, if he so require, 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.

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Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings 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 in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the 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 additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class 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, then he shall allow him that rate, but if the Engineer-in-charge does not agree to rate 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 may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, 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 the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contract.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out by the contractor he shall give notice in writing of the fact to the contractor who shall thereupon have no claims to any payment or compensation whatsoever account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so drive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at the site of the work before the receipt of the said notice to stop or curtail the work the contract or shall be paid for such material at the rates determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality.

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

Clause 16.—Under no circumstances whatsoever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Time limit for interference claim.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles completed of may have been inadvertently passed, certified and paid for, 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, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, 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, during which the failure so continues and in the event of any such failure as aforesaid, the Engineer-in-charge 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 risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted of made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Action and compensation payable in case of bad work.

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Works to be open to inspection.

Clause 18.—All works 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 Engineer-in-charge and his subordinates, 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 Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, 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 authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause 19.—The contractor shall give not less than five days' notice in writing to the Engineer-in-charge 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 therefore taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge 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, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same executed.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land of cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work from any cause whatever while it is in progress or if any imperfections, become apparent in it within three months from the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge the contractor shall make good the same at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor to supply plant, ladders, scaffolding etc.

Clause 21.—The contractor shall supply at his own cost all material (except such special materials, if any, as may be supplied from the Public Works Department stores in accordance with the contract), plant, tool, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of work, in the original altered or substituted form and whether included in the specification, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore, to and from the work the contractor shall also supply without charge the requisite number of persons with the tools and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and time to time of the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor (under the contract, or from security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other proceeding, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay and damages and cost which may be awarded in any such suit, action or proceedings to any such person, or which may be paid with the consent of the contractor be paid in compromising any claim by any such person.

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

Measures for prevention of fire.

Clause 22.—The contractor shall not set fire to any standing jungle, tree, brushwood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug trees, brushwood, grass, etc., by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property).

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractors or any damage done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labours whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be

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be estimated by the Engineer-in-charge or such other officer as he may be appointed and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount to the assessed compensation on the demand falling which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the Engineer-in-charge from sums that may be due to or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers' barracks should be avoided as far as possible. *Employment of female Labour.*

Clause 25.—No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge. *Work on Sundays.*

Clause 26.—The contract shall not be assigned or subject without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors attempt so to do the Engineer-in-charge may, by notice in writing, rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe gratuity, gift, loan, requisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or Agents, to any Public Officer or person in the employ of Government in any way relating to his office, or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid the Engineer-in-charge may, by notice in writing, rescind the contract. In the event of a contract being rescinded, the Security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract. *Work not to be sublet Contract may be rescinded and security deposit forfeited for subletting it without approval of officer or if contractor becomes insolvent.*

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained. *Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss Changes in the constitution of firm to be notified.*

Clause 28.—In the case of tender by Partners any change in the constitution of a firm shall be forthwith, notified by the contractor to the Engineer-in-charge for his Information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being, 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 direction of Superintending Engineer. Decision of Superintending Engineer to be final.*

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code Rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final and 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.

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Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right matter, or the 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 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.


Clause 35.—The percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials if any, should be paid by the contractor, who will, however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act), for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.


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Clause 39.—The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so, by the Engineer-in-charge.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water stading in borrow pits or compartments. The pits are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 42.—Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 43. (i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) If the Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Clause 44.—As far as possible Pakistani Timbers shall be used and there for any reason this is not practicable, preference shall be given first to Burma and then to other British Timbers.

Clause 45.—If any materials, such as stones metal bajri, sand etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the earthing of materials by vehicles having pneumatic tyres.

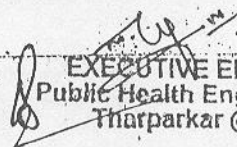
Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Clause 49.—I/We hold myself/ourselves responsible to pay the sales tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Clause 50.—Certified that no Government Servant has directly or indirectly a share or interest in the work.


Contractor


EXECUTIVE ENGINEER
Public Health Engg. Division
Tharparkar @ Mithi

Section 5. Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

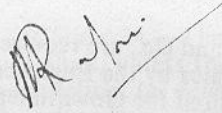
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|--------------------------|---------------------------|
| Executing Engineer. | Thirty days |
| Superintending Engineer. | Sixty days |
| Chief Engineer. | Ninety days |
| Government. | One hundred & eighty days |

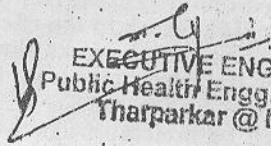
Clause 52.—“If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for, it has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred”.

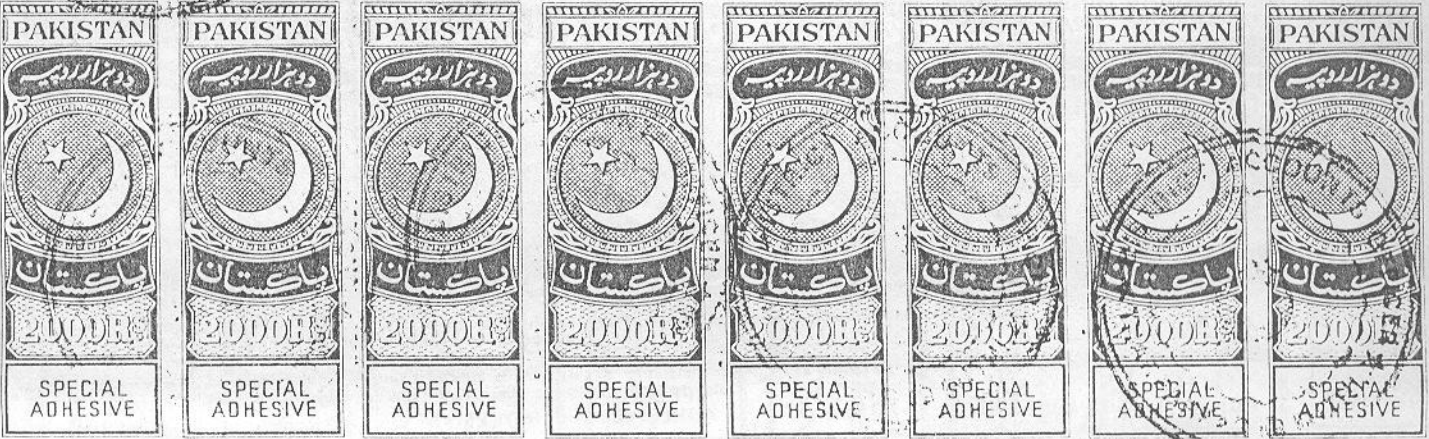
Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued, *vide* Government P.W.D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.


Contractor


EXECUTIVE ENGINEER
Public Health Engg. Division
Tharparkar @ Mithl



1640001
(Signature of Coordinator)
R. S.

(Signature of) *R. S.*
Public Administration Division
Tharparker @ Mithl

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities estimated but may be more or less.	Item of work	Tenders rates		Unit	Total amount according to estimated quantities.
			In figures			
			Rs.	Paisa.		
<i>Separate sheet attached</i>						

Note 1.—All work shall be carried out as per Public Works Departments Hand-book and other specifications of the Division or as directed.

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature.

Note 3.—Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions. Site moisture, Weather, etc.

[Signature]
(Signature of Contractor)

[Signature]
Executive Engineer
EXECUTIVE ENGINEER
Assistant Engineer
Public Health Engg. Deptt.
Tharparkar @ Multan

Note --To be continued on additional sheets if found necessary.

**OFFICE OF THE EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DIVISION THARPARKAR @ MITHI**

NO: XEN/PHE/TC/ 261 /of 2010 Mithi, Dated: 26/05/2010

To,

M/S Kaybee Constructor
Sharif Town Station Road,
Shahdadpur.

SUBJECT: PROVIDING, LAYING, JOINTING & TESTING BLACK STEEL PIPE 10" DIA 5.0mm WALL THICKNESS API 5L/X-42 GRADE SHEET STRAIGHT WELDED (SRW) FOR PIPE LINE WATER SUPPLY SCHEME LUNIO-DANO DANDHAL-NAGARPARKAR DISTRICT THARPARKAR.


Reference: Your Offer on B-II (Item Rate) Tender Dated: 17/05/2010.

Your offer to execute the subjected work @ the total amount of work Rs. 5,47,25,214/= (Rupees Five Crore Forty Seven Lacs Twenty Five Thousand Two Hundred Fourteen Only) which is worked out @ 19.51% above the sanctioned estimated cost and approved by the Chief Engineer Public Health Engineering Department Government of Sindh Hyderabad vide his Letter No: GM/PHED/Tender/1379 Dated: 24/05/2010 and same has been endorsed by the Superintending Engineer Public Health Engineering Circle Mirpurkhas vide his Letter No: GM/PHED/498 Dated 24/05/2010 and rates accepted stood being lowest in the competition.

You are directed to please start the work within the 7-days from the date of issue of this work order under the supervision and instructions of Engineer Incharge/Assistant Engineer PHE, Division Tharparkar. The work must be carried out as per P.W.D/P.H.E specifications and satisfaction of the Engineer Incharge and complete the work within the completion period of 12 (Twelve) months. The quantity of items should be followed strictly and should not be exceeded.


You are further directed to attend the Office of the undersigned to complete the tender documents and affix the adhesive revenue stamps before start of work.

DA/Schedule "B"


(MOHAMMAD IQBAL MEMON)
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
THARPARKAR @ MITHI

Copy FWCs to

1. The Chief Engineer, Public Health Engineering Department GOS Hyderabad for his kind information with reference to his kind letter No: GM/PHED/Tender/1379 Dated 24/05/2010.
2. The Superintending Engineer Public Health Engineering Circle Mirpurkhas for his kind information with reference to his Letter No: GM/PHED/498 Dated: 24/05/2010.
3. The Assistant Engineer PHE, Sub-Division-I Mithi, for information and necessary action. The actual date of start of the above work may be reported as usual. He should keep vigilant watch on the progress of work as per terms of clause of the B-II agreement. The quantity of the bid items should be followed strictly and should not be exceeded.


(MOHAMMAD IQBAL MEMON)
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
THARPARKAR @ MITHI

Received
R. R. R. R.
Rajesh Mahi