

OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE)
LYARI TOWN, (SOUTH), KW&SB.

SUBJECT:- **MANUFACTURING & SUPPLYING RCC RING SALBS IN THE AREA OF UC-NO. 01 TO UC- NO. 11, IN LYARI TOWN (SEWERAGE).**

ESTIMATE COST:- On Item Rate Basis. Issued to M/S. _____

TENDER COST:- Rs. 1000/= Pay Order NO: _____

TIME LIMIT:- _____ Days Dated:- _____

PENALTY:- 1000/= Per Day.

SUPERINTENDENT (REVENUE)					
S.N.	DESCRIPTION.	QUANTITY	RATE		PER AMOUNT
01.	Manufacturing & Supplying of 21" dia Ring Slab inside & 36" dia outside dia meter 7.5 width and 6" thick i/c 3/8" dia tor steel bars two concentric ring with 3/8" 8 Nos. cross linked bars welded and two sunk type hooks caste in 1:1-1/2:3 concrete with embedded 15 kg C.I frame in perfect position i/c transportation charges lead of 20 km per trip from casting yard to town office (A minimum of 25 slab per trip will be transported).	404 Nos.			Each
02.	Shifting to the site and fixing of 36" dia Ring Slab in perfect position on damaged manholes i/c cutting of damage portion of manhole in proper shape and laying cement mortar of 2" thickness & disposal of debris.	404 Nos.			Each
			TOTAL:-		RS.

A. A. H. H.
EXECUTIVE ENGINEER (SEW)
LYARI TOWN DIST. (SOUTH)

I hereby quoted Amounting to Rs. _____ (Inwards) _____

Signature & Stamp of the Contractor:-
Address: _____



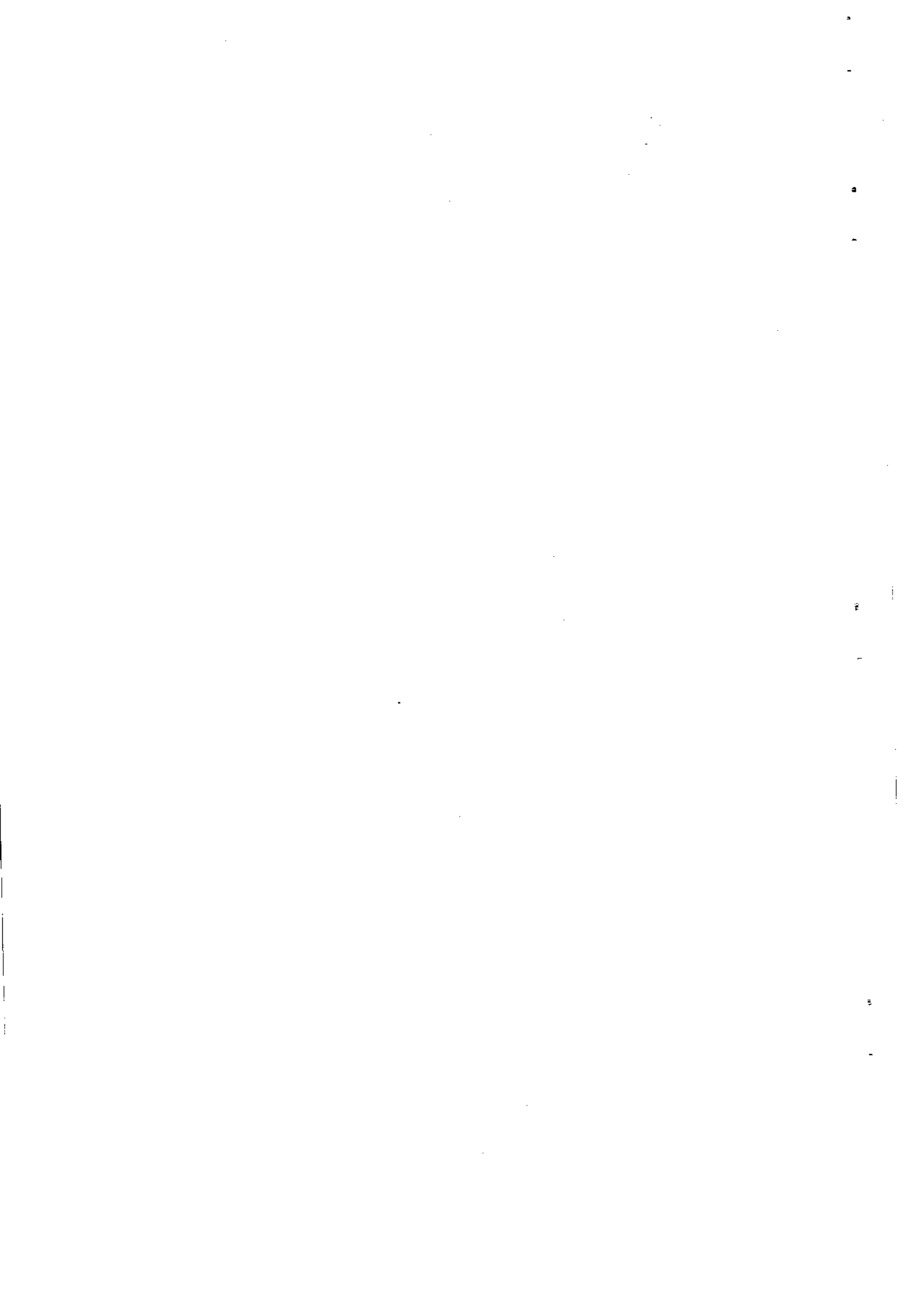
TERMS & CONDITIONS OF CONTRACT

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ABDUL WAHID SOOMRO
Professional Engineer
Lyari Town (Jaw) KWAS.B



CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions.

In the Contract as defined below, the words and expressions defined shall have the following means assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Contract Data, and Variation to such drawings.

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods.

1.17 "Commencement Data" means the date Fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.18 "Day" means a calendar day.

1.19 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Data.

Money and Payments.

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer / Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed hereunder:-

1. Contract Agreement.
2. Letter of Intent.
3. Letter of Acceptance
4. Condition of Contract.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications.**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations.**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the works.

2. **THE EMPLOYER**

2.1 **Provision of Site.**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's / Employer's Instructions.**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals.**

No approval or consent or absence of comment by the Engineer / Employer shall affect the Contractor's obligations.

3. **ENGINEER'S / EMPLOYER'S REPRESENTATIVES.**

3.1 **Authorized Person.**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's / Employer's Representative.**

The name and address of Engineer's / Employer's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. **THE CONTRACTOR.**

4.1 **General Obligations.**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, materials, Plant and Contractor's Equipment shall may be required.

4.2 **Contractor's Representative.**

The Contractor shall appoint a representative a site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted / replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting.**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security.**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security in the form of Bank Draft / Bank Guarantee from any Scheduled Bank of Pakistan or through Insurance Company registered in Pakistan at least AA rating. (Insurance Bond shall be in a manner not to change the spirit of the document and shall be acceptable to Employer) for the amount and validity specified in the Letter of Acceptance.

4.5 **Water Charges.**

The water charges will be deducted @ 1% for construction purpose, 0.5% for drinking purpose and connection if desired by the contractor shall be deducted from his interim payments / bill.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design.**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer / Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all design commented on taking these comments into account as necessary.

5.2 **Responsibility for Design.**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. **EMPLOYER'S RISKS.**

6.1 **The Employer's Risks.**

The Employer's Risks are:-

- a). war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b). rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c). riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and / or the Works;
- d). ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

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Executive Engineer
Public Works Department, Sindh

- e). Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- f). use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g). late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h). a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i). physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. **TIME FOR COMPLETION**

7.1 **Execution of the Work**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer / Employer a programme for the Works in the form stated in the Contract Data.

7.3 **Extension of Time.**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer / Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer / Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer / Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details / particulars supplied by the Contractor in connection with the such event(s). The Employer / Engineer within such period as may be prescribed by the Employer / Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion.

If the Contractor fails to complete the Works within the time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING OVER.

8.1 Completion.

The Contractor may notify the Engineer / Employer when he considers that the Works are complete.

8.1 Taking-Over Notice.

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor, the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer / Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remedying Defects.

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of works and which is so identified by the Employer / Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing:**

The Engineer / Employer may give instruction as to the uncovering and / or testing of any work. Unless as a result of an uncovering and / or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and / or testing as a Variation in accordance with Sub-Clause 10.2

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary.**

The Employer / Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer / Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer / Engineer in writing and if the same are not refuted / denied by the Employer / Engineer within seven (07) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations.**

Variation shall be valued as follows:

- a). at a lump-sum price agreed between the Parties, or
- b). where appropriate, at rates in the Contract, or
- c). in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which,
- d). at appropriate new rates, as may be agreed or which the Engineer / Employer considers appropriate, or
- e). if the Engineer / Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep record of hours of labour and Contractor's Equipment, and Materials, used.

10.3 **Early Warning.**

The Contractor shall notify the Engineer / Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer / Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced / rejected.

10.4 **Valuation of Claims.**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer / Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure.**

The Contractor shall submit to the Engineer / Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer / Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments.**

Payment of the Contract Price shall be made as per provisions in the Contract Data. The Employer is liable to pay an additional amount equal to eight percent (8%) of the amount due to the Contractor if payment is delayed beyond the prescribed limit of twenty eight (28) days for interim payments and fifty six (56) days for the final payment.

(b) **Valuation of the Works.**

The Works shall be valued as provided for in the Contract Date, subject to Clause 10.

11.2 **Monthly Statements.**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) the percentage of the value Materials and Plant reasonable delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

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ABDUL WAHID SOOMRO
Engineer
Lyari Town (Sew) KW&S.B

The Contractor shall submit each month to the Engineer / Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments.**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding twenty (28) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention.**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Date, or the remedying of notified defects, or the completion of outstanding work.

11.5 **Final Payment.**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within forty two (42) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may for reasons to be given to the Contractor in writing withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer / Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2

Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3

Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the works.

12.4

Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a). any sums to which the Contractor is entitled under Sub-Clause 10.4
- b). any sums to which the Employer is entitled.
- c). if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of termination, and

- d). if the Contractor has terminated under Sub-Clause 12.2 or 12.3 the Contractor shall be entitled to the cost of demobilization together with a sum equivalent to ten percent (10%) of the value of the parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13.

RISKS AND RESPONSIBILITIES.

13.1

Contractor's Care of the Works.

Subject to Sub-Clause 9.1, the Contractors shall take full responsibility for the Employer's Engineer's issuance of Certificate of Completion under Sub-Clause 8.2 Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2

Force Majeure.

If Force Majeure occurs, the Contractor shall notify the Engineer / Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice termination.

14. **CONTRACTOR ALL RISK POLICY.**

14.1 **Arrangements.**

The Contractor shall, prior to commencing the Works, effect insurance of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer / Employer with evidence that any required policy is in force and that the premiums have been paid. The case of all insurance shall be become by the contractor and no separate payment shall be made in this regard.

14.2. **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES.**

15.1 **Engineer's Decision.**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in a arbitral award.

15.2

Notice of Dissatisfaction.

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3

Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No.X of 1940) and Rules made thereunder and any statutory modification thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16.

INTEGRITY PACT.

16.1

If the Contractor, or any of his Sub-Contractors, agent or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-B to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractor, agents or servants;
- (b) terminate the Contract, and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

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Engineer
Lyari Town (Sew) KW&S.B