

PART II – CONDITIONS OF PARTICULAR APPLICATION

1.1 Definitions

- (a) (i) The Employer is Health Department, Government of Sindh, D-62/1, Block 9, (Near Kausar Medico), Clifton, Karachi, its legal successors and assignees.
- (a) (iv) The Engineer means an authorized person of an Organization who shall be a qualified Civil Engineer, registered with Pakistan Engineering Council. The Organization shall be appointed as "Project Director" by the Employer under a separate agreement. The Contractor will be notified of such appointment. The Employer has the discretion of replacing the "Project Director" and the "Engineer" with any other competent organization or person.

Add the following paragraphs:

- (a) (vi) The "Consultant" means M/s. International Design Group, IDG House C-13, KDA Scheme No. 1, Main Habib Rehmatullah Road, opp. PNS Karsaz, Karachi, to act as Consultant for the purpose of this Contract who have prepared all design / drawings and relevant documents and would provide professional services to the Employer during construction or any other person /firm appointed by the Employer, and notified to the Contractor, to act in replacement of the Consultant.
- (a) (vi) (i) The Sub-Consultants mean the engineering design associates of the Consultant approved by the Employer, for concerned engineering disciplines.
- (a) (vii) "Bidder or Tenderer" means any person or persons company, corporation, firm or joint venture submitting a Tender.,
- (b) (v) *Add the following at the end of the paragraph:*
The word "Tender" is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents"

Add the following paragraph:

- (b) (ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1, and any approved revisions thereto.
- (e) (i) *Delete the text and substitute:*
"Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority**(b) *Delete the text and substitute:***

The Engineer in consultation with the consultant shall obtain specific approval of the Employer prior to exercising authority in performance of his duties regarding matters listed below:

- a) Approving sub contracting of any part of the works under Clause-4.1
- b) Certifying additional cost under Clause 12.
- c) Determining an extension of time under Clause 44.
- d) Issuing variation orders under Clause 51 except in an emergency situation.
- e) Fixing rates or prices under Clause 52.
- f) Examining and certifying contractor's bills for interim / final payment under Clause 60.
- g) Approving samples of materials under Clause 36.
- h) Approving concrete design mix under Clause 36.

If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without recourse to the provisions as set out in the above paragraph, and without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct in consultation with the Consultant, the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate of, reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine in consultation with the Consultant, an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

2.2 Engineer's Representative***Add the following paragraph:***

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976) or an Architect registered with Pakistan Council of Architects and Town Planners.

Add the following Sub-Clause:**2.7 Engineer not Liable**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the works.

Add the following Sub-Clause:

4.3 Payment to Subcontractor(s):

The contractor shall be responsible to make payments for the work done by the respective specialist firm(s) / sub contractor(s). If the contractor fails / delays such payment(s), the Employer shall exercise his authority to intervene and make due payment(s) to the said firm(s) / sub contractor(s), on behalf of the contractor. The amount thus paid to the sub contractor(s) will be deducted from any monies which shall become due to the contractor.

5.1 Languages and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

Delete the documents listed at (1) to (6) of the Sub-Clause and substitute:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Award;
- (3) The Tender;
- (4) The Conditions of Particular Application - Part II
- (5) The General Conditions of Contract - Part I
- (6) The Specifications;
- (7) The priced Bill of Quantities;
- (8) The Drawings;
- (9) Any other information / basic requirements listed in Clause 2.2 of IT.
- (10)
- (11)

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

Add the following Paragraph: 6.3

6.3 Disruption of Progress

The period of notice shall not be less than 2 weeks to allow for the preparation of any necessary drawings, orders, approvals and documents.

Add the following Sub-Clause:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to comply with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

Delete the text and substitute:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 10 (ten) days after the receipt of Letter of Award. The Performance Security shall be of an amount equal to 10% of the Contract Price in shape of Bank Guarantee from any scheduled Bank of Pakistan or an amount equal to 10% of Contract Price in shape of Insurance Guarantee from AA rating Insurance Company as approved by the Engineer.

The cost of complying with the requirements of this Sub-Clause shall be borne by the Contractor.

10.3 Claims under performance security

Delete the text of this sub-Clause in its totality.

Add the following Sub-clauses:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding Irrespective of changes in the quantities of or variations in the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract.

*Add the following Sub-Clause***11.2 Weather Conditions and effect of Surroundings**

Not with-standing anything contained in sub-clause 11.1, the Contractor shall visit the site and study the surroundings. He shall also make all necessary enquiries regarding climatic conditions, confirmation and / or otherwise of indicative subsoil water / information shown on the drawings and assess their possible effect upon the site, the surroundings and the effect they may have on the execution of the work. The execution of the work shall be so planned that any risks are kept to a minimum. The contractor shall be deemed to have taken into account all matters when preparing his tender and shall not be entitled to extra payment for excessive rainfall, storm, temperature, humidity and high wind. The Contractor shall make suitable and adequate arrangements to protect the works, temporary structures, plant and surrounding environment. The Contractor shall not be entitled to extra payment on account of loss alleged to have been sustained directly or indirectly by reasons of the Engineer failing to permit the work to start or continue or ordering any work damaged by the weather to be made good or removed or re-executed.

The Contractor shall not be entitle for extra payment on account of dewatering of sub-soil water and / or pumping out water accumulated due to weather conditions or from leakage of pipe line (water supply / sewerage). The Contractor shall not be entitle for extra payment on account of making necessary protective measures for the safety and stability of permanent and temporary works and surrounding structures, areas, which may include but not limited to shoring, restoring of damaged portion to original condition etc.

*Add the following Paragraph:***14.1 Programme to be submitted**

The programme shall be submitted within 15 days from the date of receipt of Letter of Award, in such form as specified in these Conditions of Contract.

*Add the following Paragraph:***14.3 Cash Flow Estimate to be submitted**

The detailed Cash Flow Estimate shall be submitted within 15 days from the date of receipt of Letter of Award.

*Add the following Sub-Clause***14.5 Detailed Programme and Monthly Progress Report**

- (a) For purpose of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:
- (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of monthly progress reports covering.
- (1) A construction schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 30 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, conditions due to weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.
- (d) Photographs / Video Film:
- The Contractor will take progress photographs as directed by the Engineer to demonstrate conditions of the site before work commences, progress during the construction period and after completion of the work. Photographs shall be taken at locations and intervals as instructed by the Engineer. Photographs shall be matt finish, 75mm x 125mm in size. Two copies of each photograph together with one negative shall be supplied to the Engineer, suitably labeled to indicate location on works site and date taken. Video Film of progress shall also be made and submitted to the Employer each quarter. It shall be of at least 60 minutes duration.
- In the event of Contractor's default under this section the job shall be executed/performed at the risk and cost of the Contractor after lapse of fifteen days' notice to this effect.
- (e) Progress meetings:
- The Employer and the Engineer shall convene regular meetings with the Contractor, who shall report to the Employer and the Engineer his own and his subcontractors; progress and other matters affecting the works. The Contractor can also convene meeting to deal with outstanding technical matters if they can not be dealt with in regular meeting. The contents of the meeting shall be recorded in the form of minutes. The Employer may introduce procedures and systems from time to time for correspondence, meetings, submittals, approvals, variations, billings, invoicing, record keeping, testing and commissioning and the like through a regularly updated manual for implementation of the Works and taking over thereof. The Contractor shall strictly follow the instruction in the manual and act and supply information and data accordingly.

Add the following Sub-Clauses:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language.

15.3 Contractor's Representative

The Contractor's authorized representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

Add the following Sub-Clauses:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language.

Add the following paragraph in sub-clause 19.1:

- (d) The Contractor shall keep at the Site, where work is in progress, a completely equipped First Aid kit and shall provide adequate First Aid services for all persons employed on the work.

Add the following Sub-Clauses:

19.3 Safety Precautions/Programme

Safety Precautions:

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

Safety Programme:

The Contractor shall strictly follow at his own cost the Safety Programme outlined below and such additional measures as the Engineer or Engineer's representative may determine to be reasonably necessary.

- a) Prior to commencement of work the successful Contractor shall submit safety program for discussion with the Employer and the Engineer.
- b) The Contractor shall prepare a plan of the Works Site to assure that storage areas for materials and equipment are located on the project/work site for maximum efficiency. This plan will be subject to the approval of the Engineer.

- c) Activities between different operations and different crafts will be coordinated.
- d) The Contractor shall layout and provides an efficient access system with information and directional signs posted as necessary.
- e) All employees will be instructed on safe work methods.
- f) The Contractor shall advise all his supervisory staff of their responsibility for the prevention of injury to persons or damage to property or equipment in their respective areas of supervision.
- g) Safety will be included in all job planning. This will include providing safe construction equipment and vehicles, protective equipment necessary for protection of workmen and establishing methods for safe operation.
- h) Good housekeeping will be maintained at all times.
- i) Scaffolds, ladders, ramp, runways etc. will be constructed properly and maintain in safe condition.
- j) Ample fire protection will be provided and fire hazards guarded, by the Contractor.
- k) Adequate lighting, ventilation etc. will be provided as necessary by the Contractor.
- l) Equipment will be properly and regularly inspected and maintained by the Contractor to the satisfaction of the Engineer.
- m) Electric power shall be distributed through circuit-breakers, PVC cables, ELCB and RCD's (30mA trip on each circuit).
- n) The Contractor will assign to his employees only such duties as are within their physical and mental capabilities.
- o) The Contractor will hold monthly meetings with his supervisory staff and the man incharge at the lower level will hold safety meetings of 10 to 15 minutes with his crew each week.
- p) First Aid facilities will be provided at job sites, the services of doctors and hospitals made available and all supervisors instructed in handling of injured employees.
- q) Adequate toilet facilities will be provided and maintained in a hygienic condition and their use enforced by the Contractor.
- r) Accident report will be furnished to the Engineer for onward transmission to the Employer within 24 hours of the reported accident.
- s) Copies of the safety programme will be supplied by the Contractor to the Engineer and will be promptly posted in all offices in use of projects/works under this Contract.
- t) The entire site should be properly and adequately protected by an acceptable quality of fencing which would provide a visual barrier to the site activities from outside. The maintenance and upkeep of this boundary wall/fence would be the responsibility of the successful bidder.

19.4 Lighting Works at Night

In the event of work being carried out at night the contractor shall, at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the site and the works where the nightwork is being carried out shall be sufficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

19.5 Project Signage

The Contractor at his own cost shall provide four (4) 2.5 x 3.5 m project signs of the site for the entire term of the Contract; two English and two Urdu and shall locate the project signs as directed by the Engineer.

The Contractor shall employ an expert sign painter to letter the sign according to drawings and directions provided by the Engineer. Sign lettering shall include the following items in "Helvetica" style letters ranging from 100 mm down to 40 mm and shall include the following:-

- Project Name
- Employer's Name
- Consultant's Name
- Contractor 's Name
- Subcontractors' Name(s) (as directed)

The Contractor shall maintain sign in good repair and condition and upon completion of the work of this contract, remove and dispose of sign.

Except for warning and other signs required by law and ordinance, the Contractor shall place no other signs or advertisements on the premises.

20.4 Employer's Risks

Delete the text and substitute:

The Employer's Risks are:

- (a) Insofar as they directly affect the execution of the Works in Pakistan.
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, Insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
 - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs, on the Site) which an experienced contractor:
 - (i) could not have responsibly foreseen,
 - (ii) or could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) insure against.

21.4 Exclusions

Delete the text and substitute:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20-4 of (a) (i) to (iv).

Add the following Sub-clause:

21.5 Insurance of Works and Contractor's Equipment

It shall be responsibility of the contractor to notify the insurer of any change in nature and extent of the works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of this clause.

Add the following Sub-Clause:

31.3 Cooperation and Co-ordination with other Contractors

During the execution of the Works, the Contractor shall at all times cooperate fully with other contractors working for the Employer at / and in the vicinity of the site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other Contractors.

The Contractor shall coordinate with other contractors working at the same site in connection with electrical, air-conditioning, lift and / or other services etc. The Contractor shall inform other working contractors and the Engineer, well in advance of his programme and sequence of operations. The Contractor shall also prepare and submit the Permission Slip (as per approved Performs) to the Engineer who shall allow in writing after taking clearance from the other contractors to go ahead with the work. The presentation of the Permission shall be well advance in time (as determined by the Engineer) and no operation shall be carried out without the written permission of Engineer. In case of default, the Contractor shall bear all losses, determined by the Engineer, which may become payable to the Employer or other contractors as the case may be. If any work is carried out with the approval of the Engineer as aforesaid, the Contractor, shall be responsible for undoing or making good any work required to be undone or made good (as determined by the Engineer) at this own cost. No extra payment shall be made for coordination.

Add the following Sub-Clauses:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the service of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps or housing if any provided by the Contractor at the site shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.9 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labor have due regard to all recognized festival", days of rest and religious and other customs.

34.10 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his staff and labor and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

34.11 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

Add the following Sub-Clauses:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

Add the following Sub-Clauses:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

36.7 Setup for Quality Control

(a) Quality Control Unit

The Contractor shall have his own quality control unit, working under the authority of the Engineer. Contractor shall set up the quality control unit's organization as per Engineer's requirement and approval.

(b) Independent Testing Laboratories

The Contractor shall employ and pay all costs for the services of a recognized commercial independent testing laboratory to perform, in accordance with standard procedures, all-tests and incidental services as specified in the Specifications. The laboratory shall be responsible to the Engineer as though retained by him to provide these services.

(c) Temporary Laboratory at Site

The Contractor shall also maintain a field testing Laboratory at the site to facilitate the testing of concrete materials; work cubes etc. or any other field test specified by the Engineer. The laboratory will be complete with utilities, services, furniture, equipment and staff etc. The location and plan of the laboratory shall be approved by the Engineer prior to its construction.

The Contractor shall also provide qualified staff and helpers for the laboratory whose appointment shall be subject to approval of the Engineer.

The equipment for the site laboratory shall be supplied as required and approved by the Engineer and supplemented with others for the quality control tests as and when required by the Engineer.

Add following sub-clause:

36.8 Quality of Materials & Workmanship and Tests

- i. All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines; labor and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.

Should the Engineer decide not to send the inspector to the manufacturer's works the Contractor shall obtain from the manufacturer certificates of test, proof sheets, mill sheets, etc. showing that the materials have been tested in accordance with the requirements of this specification but neither the omission of the Engineer to send an inspector nor the production of manufacturer's certificate of test as aforesaid shall affect the liberty of the Engineer to reject after delivery materials found to be unsuitable or not in accordance with the Specification.

- ii. Works shall be performed in an orderly manner using first grade workmanship. First grade materials in accordance with the instructions contained in these Specifications and those given by the Engineer during the progress of Work, shall be used by the Contractor.

The Contractor shall perform tests and inspections of the work in accordance with the General Conditions, as required by Sections of the Specifications or as requested by the Engineer, The Contractor shall be deemed to have included in the tender the expenses of such tests.

- iii. Materials delivered to the Site may be subject to tests. When so tested, the materials shall be In accordance with the samples previously approved by the Engineer.
- iv. If test results show that the design criteria is not met, the Engineer may demand evidence that the strength capacity of the structure is adequate. The Contractor shall carry out additional Work required to meet the original criteria at no extra cost to the Employer.

- v. The Contractor shall perform test and inspections in accordance with applicable Codes, Regulations and Standards.
- vi. The Contractor shall ensure that Inspectors are on Site or at the fabricator's plant for the full duration of critical operations and as otherwise required to determine that the Work is being performed in accordance with the Contract Documents.
- vii. The Contractor shall submit three (3) copies of Certificates, Inspection and Test Reports.
- viii. The Contractor shall submit certificates of compliance stating the date or dates of testing for Laboratory Test Reports, the specified requirements for which the testing was performed, and the results of the test or tests.
- ix. Certification shall not relieve the Contractor of responsibility for furnishing satisfactory materials if, after tests are performed on selected samples, the material is found not to meet the specified requirements.

36.9 Minimum Test Requirements

- i. For materials, unless otherwise specified in special provisions, ASTM methods of sampling and testing shall govern. In the absence of such sampling method in the ASTM Standard, BS or other relevant and respective methods shall be used.
- ii. For materials the equivalent or relevant method of testing may be used in lieu of ASTM method provided prior approval of the Engineer is obtained.
- iii. Should the Engineer's representative deem it appropriate to reduce the number of the tests, he shall issue his written instructions to the Contractor when such modified tests are required.
- iv. In addition to the tests required under other clauses hereof the Engineer shall have power to order independent tests of the materials to be carried out by some person appointed by him at such places as he may determine.
- v. The cost of making all tests specified in the Contract or required by the Engineer shall be borne by the Contractor.
- vi. All samples shall be supplied by the Contractor at his own cost.

36.10 Access to Site

The Employer and the Engineer and any person authorized by either of them shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials are being manufactured, articles or machinery are being obtained for the works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access,

36.11 Examination of Works Before Covering up

- i. No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's representative and the Contractor shall afford full opportunity for the Engineer or Engineer's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination.
- ii. The Contractor shall uncover any part or parts of the Works or make openings In or through the Works or search for the cause of any defect, imperfection or fault in the Works, as the Engineer may from time to time direct, and shall reinstate and make good at his own cost after such uncovering, opening or searching to the satisfaction of the Engineer.

40.3 Suspension lasting more than 84 days

In the 3rd line after the words "period of" substitute "84" days with "6 months".

41.1 Commencement of Works

Delete the text and substitute:

The Contractor shall commence the Works on Site within the period named in Appendix "A" to Form of Tender, from the date of the Letter of Award. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

47.1 Liquidated Damages for Delay

In the fifth line of the Sub-Clause, delete the words "and not as a penalty".

Add the following paragraphs at the end of the Sub-Clause:

The liquidated damages for each day of delay in completion of the whole of the Works, or if applicable any Section, shall be as given in Appendix "A" to Form of Tender, subject to a maximum of 10% of the Contract Completion Price.

The relevant sum/s for Section/s of the Works shall be as indicated in Appendix to Tender.

Add the following sub-clause:

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", add the words "in writing".

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall", add the following:

within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later,

Add the following paragraph

The ratio of Direct Cost and Indirect Cost / markup for determining such rates or prices shall be 75:25.

52.3 Variations Exceeding 15 percent

Delete this sub-clause in its entirety.

53.4 Failure to Comply

Delete this Sub-Clause in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

Add the following paragraph:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

Add the following sub clauses:

54.9 Mobilization & Temporary Works

The Contractor shall not be entitled to any payment whatsoever for temporary works or mobilization and demolition costs i.e. providing works, transportation, light, power, tools and equipment, or for furnishing, building and maintaining construction plant, construction and maintenance of field offices for himself or the Engineer, access roads, sanitary conveniences, disposal work, water supply, fire protection, guards, trestles, telephone system and other temporary structures, transport, plant and materials, or for watchmen or guards, or for any other service, thing or material whatsoever, unless any such item is specifically provided in the Bill of Quantities. The cost of all such services, facilities, things or material necessary or required to execute the work in accordance with the provisions of the Contract including facilities/works listed in sub-clauses 54.10, 54.11, 54.12 and 54.13, shall be considered as having been included in the prices stipulated for the various items of the Bill of Quantities.

54.10 Construction Offices and Accessories

The CONTRACTOR shall provide at his own cost the following office accommodation constructed to adequate standards, and complete with air-conditioning and other services including Electricity, Water and drainage.

- a) Independent office for CONSULTANT, -- 400 sft.
(Staff Room, Meeting Room, & Toilets
etc.) (Temporary roofing with false ceiling)
as per design by the CONSULTANT.

The minimum furniture & office equipment for the CONSULTANT office shall consist of the following :

- | | |
|--|------------------|
| a) Office table of four feet length. | 1 No. |
| b) One office chair and four visitors chairs. | |
| c) Steel Filling Cabinet. | 1 No. |
| d) Tables & Chairs for staff. | For Two Persons. |
| e) Cellular Phone with balance of
Rs. 2,000 for each per month | 2 Nos. |
| f) Computer (Core 2 do) with Internet facility, etc. | 1 No. |
| g) Motor vehicle Suzuki Cultus
or approved equivalent | 1 No. |
| h) Motor vehicle / Motor Bike (Honda CG 125)
or approved equivalent | 2 No. |

POL shall be supplied by the Contractor to the extent of 200 liters for item-g and 50 liters for item-h for each per month.

The watch & ward, maintenance and keeping the Site Office clean shall be the responsibility of the CONTRACTOR.

54.11 Temporary Utilities

- a) In order to provide an on-site water source for construction uses, the Contractor shall arrange water connection from District Municipal Administration and/or any other alternate arrangement with the approval of the Engineer.
- b) The Contractor shall also provide temporary toilet facilities for Engineer's Office and his staff as per plumbing requirements.

- c) The Contractor shall provide separate Toilet facilities for his labour and other site staff as per local by-laws and acceptable to Engineer.

d) Light and Power

- 1) The Contractor shall furnish, install and maintain an approved temporary power and light system to provide adequate lighting for safe working conditions and to supply power as required during the entire construction period.
- 2) The power and light system shall be in accordance with the local utility company's requirement and all authorities having jurisdiction.
- 3) The power and light system shall be complete with service, metering, distribution equipment, risers, feeders, mains and branches to cover the entire project as required and necessary during the progress of the work and as directed by the Employer. The system shall be progressively installed as required to suit working conditions and shall be removed when so directed.
- 4) The Contractor shall furnish and maintain the temporary system during all hours of each regular working day.
- 5) When any work is performed at night or where daylight is shut off or obscured, the Contractor shall, at his expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, to the relevant Pakistan and applicable International Standards and to permit through inspection. During such time periods, the access to the place of work shall also be clearly illuminated All wiring for electric light and power shall be Installed and maintained in a first class manner, securely fastened in place at all points, and shall be kept away as far as possible from telephone wires and signal wires.

6) Temporary Connections

The Contractor shall provide temporary connections for permanent equipment used for temporary heating/cooling and ventilating; and

Provide temporary connection for other equipment, including elevator equipment when required for testing or for operation during construction prior to final connection.

The specified temporary distribution system shall be available for connection of temporary hoists, heating/cooling Units, and other temporary equipment.

When permanent power and light is available for use, remove all temporary facilities and dispose of materials.

e) Telephone Service

The Contractor shall arrange for telephone service to the construction site and Installation in field office and Engineer's office.

- f) The Contractor shall arrange the provision of utilities connections i.e. power, water, telephone & gas on his own cost for Construction purposes as well as for all site offices.

54.12 Land for Stores and Offices

The Contractor must make his own arrangements for any land required for stores and offices or any other working areas, out side the boundaries of the works. The Employer shall not accept any liability in connection with such land.

54.13 Survey Equipment

The Contractor shall at his own expense provide and maintain in an accurate and serviceable condition the following new surveying equipment acceptable to and for the exclusive use at all times of the Engineer during construction period:

- 2 no. quick-set-microptic level complete with tripod and accessories.
- 2 no. 20 ft telescopic leveling staff graduated in feet.
- 4 no. 50 ft steel band
- 4 no. 100 ft flexible steel tapes
- 1 no. steel taps repair kit
- 1 no. Theodolite Electronic

Any other instrument necessarily required for the work

The aforementioned equipment shall be delivered to the Engineer within 10 days of the signing of the Contract Agreement.

In addition to the specified list of equipment, the Contractor shall also provide and re-new from time to time such miscellaneous materials, small tools, equipment and labour as might reasonably be required by the Engineer.

All the survey equipments provided for the use of Engineer under this clause will be returned to the Contractor after completion of Project.

58 Provisional Sum:

Delete this clause in its entirety.

59.4 Payments to Nominated Sub-contractors

Delete this sub-clause in its entirety.

60.1 Monthly Statements

Delete the text and substitute:

The Contractor shall submit to the Engineer at the end of each month a statement signed by the Contractor in such form and in such number of copies (one original + 2copies ad soft copy on C.D.) or as the Engineer may from time to time prescribe, showing the amounts to which the Contractor may consider himself to be entitled upto the end of the month in respect of:

- a) the permanent work executed
- b) any other payment due to the Contractor

60.2 Monthly Payments

Delete the text and substitute:

The Engineer shall after examining each such Monthly Statement certify the amount of payment to the Contractor which he considers reasonable and proper in respect thereof subject first to the retentions of Special Stipulations (Appendix "A" to Form of Tender) and second to the deductions of any sums which may become due and payable by the Contractor to the employer. The payment due to the Contractor against such certified bills shall be made In accordance with the method of payment as stated below:

- a) Basically all monthly payment will be affected only according to the contractually agreed upon unit rates of the individual items of the bill of quantities.
- b) Interim monthly payments will be made after deduction of the following:
 - i. Mobilization Advance as per Clause 60.12
 - ii. Retention Money as per Special Stipulations (Appendix "A" to Form of Tender)
 - iii. Advance Income Tax as per Clause 73.1 and Special Stipulations (Appendix HA" to Form of Tender)
 - iv. Other taxes and the like as per terms of the Contract.
- c) Any probable Liquidated Damages will be deducted as per Clause 47.1 and Special Stipulations (Appendix "A" to Form of Tender)
- d) Other Deductions: Eventual deduction shall be made from the amounts of the bills, if any, which results from other clauses in the contract.

Add the following sub clauses:

60.7 Discharge

The contractor shall submit the following documents together with Final Statement to receive his Final Payment under the Contract.

1. No Claim certificate as per Format Given by the Engineer.
2. Undertaking that there is no lien or charge from him or from a third party on any delivery or performance of the contract, in connection with the Contract.
3. An affidavit by the Contractor that the works have been executed according to a first rate standard and have no concealed defects known to him.
4. Certificate of Agreement with all measures and decisions taken by the Engineer, his representative(s); and the Employer and his representative(s) in the course of and in connection with the works and the execution of the Contract.
5. Any other document that the Employer may require to conclude the Contract.

60.10 Time for Monthly Payments

Delete the text and substitute:

The Engineer shall prepare the payment certificate of the works for the monthly payment, which shall be signed by the Contractor and the Employer's representative. Issuance of the said payment certificate shall be made as soon as all statements are approved by the Engineer. If any dispute shall arise to the amount of any payment to which the contractor claims he is entitled (including any question or dispute as to the amount of any deduction to be made under any provision of the Contract) the amount (if any) not in question or dispute shall be certified by the Engineer for payment without waiting for the settlement of such question or dispute and the balance (if any) shall be certificated by the Engineer for payment as soon as such question has been finally settled and the amount payable determined by the Engineer.

The amount due to the Contractor pursuant to this clause or to any other term of the Contract shall be paid by the Employer to the Contractor within 20 days after such certificate has been issued by the Engineer.

60.11 Secured Advance

- (a) The Contractor on the discretion of the Employer shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials such as cement, steel, aluminum doors and windows, suspended ceiling, tiles, paint(s), pipes, sanitary wares brought at the site but not yet incorporated in the Permanent Works provided that:
- (1) the materials against which contractor may ask for secured advance shall be with the prior approval of engineer and as per approved Material Supply Schedule
 - (2) the materials are in accordance with the Specifications for the Permanent works;
 - (3) such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (4) the Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (5) the Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment(s) therefore.
 - (6) ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer and
 - (7) the sum payable for such materials on Site shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory/ex-warehouse price of

- locally manufactured or produced materials, or (iii) market price of other materials.
- (8) the sum payable for such materials on site shall also not exceed 60% of the B.O.Q price for relative composite item.
- (b) The contractor shall submit his request for Secured Advance to the Engineer not more than one time in any month and with monthly Running Bill(s) only.
- (c) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.

Add the following Sub-Clauses:

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer as follows:

Mobilization Advance:

- (a) An interest-free Mobilization Advance upto 10% of the Contract Price stated in the Letter of Award shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a scheduled bank acceptable to the Employer:
- (1) First part within 14 days after signing of the Agreement or date of issue of Letter of Award, whichever is earlier: and
 - (2) Second part within 30 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of Mobilization of the Contractor.
- (b) This Advance shall be recovered at a minimum rate of 25% in 1st four running bills.

65.2 Special Risks

Delete the text and substitute:

The Special Risks are the risks defined under Sub-Clause 20.4 paras a (i) to (v).

65.8 Payment if Contract Terminated

Delete the text and substitute:

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments en account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract / part rate fixed by the Engineer for partially completed items and in addition,

- (a) the amounts payable in respect of any preliminary items referred to in the Bill of quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed as certified by the Engineer.
- (b) the cost of materials, Plant or goods reasonably ordered for the BOQ items of work as certified by the Engineer, which have been delivered to the project site prior to

termination, such material, Plant or goods shall become the property of the Employer upon such payments on termination.

- (c) *Deleted in its entirety*
- (d) *Deleted in its entirety*
- (e) *Deleted in its entirety*
- (f) *Deleted in its entirety*

67.3 **Arbitration**

In the sixth to eighth lines, delete the words “shall be finally settled appointed under such Rules” and substitute the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being In force.

Also add the following paragraph:

The venue of Arbitration shall be Karachi. In case either the employer or the contractor intends to refer any of the disputes in any court of law then the suit could only be filed in Karachi.

68.1 **Notice to Contractor**

Add the following paragraph:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Award, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 **Notice to Employer, Consultant and Engineer**

For the purposes of this Sub-Clause, the respective addresses are:

- (a) The Employer
Project Director,
Rehabilitation of DHQ and THQ Hospitals in Sindh,
D-62/1, Block 9, (Near Kausar Medico),
Clifton,
Karachi, Pakistan.
- (b) The Consultant:
M/s. International Design Group
Architects, Engineers & Planners
IDG House C-13, KDA Scheme No. 1
Main Habib Rehmatullah Road,
Opp. PNS Karsaz,
Karachi, Pakistan.

(c) The Engineer:

Shall be notified on appointment as per sub-clause 1.1 (a) (iv) of part II – condition of particular application.

69.1 Default of Employer

(a) *Second line, substitute "28" by "56".*

(d) *Last line, substitute "14" by "28"*

69.2 Removal of Contractor's Equipment

First line, substitute "14" by "28"

69.4 Contractor's Entitlement to suspend work

In the first line delete the words "to interest".

70.1 Increase or Decrease of Cost

Add the following paragraphs:

- a) The Contractor is deemed to have quoted rates and prices given in the Contract on the basis of labour wages /out-goings and prices of certain specified materials and equipment prevailing on the date 7 days prior to the date of opening of Tender. Applicable Basic Prices and method of calculating price adjustment is given in Appendix "G" to Tender.
- b) During the currency of the Contract, the Contractor shall be paid compensation for additional payments / expenses to which he may be exposed on account of changes / additions in the rates or quantum of such wages / out-goings and prices of materials brought about by any changes in the fiscal policies of any Federal / Provincial Government, Local Body and / or Government -controlled / owned Corporation or Company, applicable to the Contract. Similarly, the Contractor shall be liable to pay to the Employer any saving which he may make on such wages / outgoings and prices of materials because of any change in the aforesaid fiscal policies.
- c) Adjustment shall be allowed only for the quantities of materials specified in Appendix "G" to Tender (except High Speed Diesel), which have actually been incorporated in the Permanent Works during the corresponding period of increase or decrease.
- d) Adjustment shall be allowed for the Specified Materials and Labour according to Notes (1) and Note (2) respectively in the Appendix "G" to Tender.
- e) All claims for additional payments under this Clause shall be lodged by the Contractor with the Engineer within such reasonable time from the date of occurrence of the event which, according to the Contract, entitles him to such additional payments by the Employer but in no case after the expiry of 28 days thereof. Such claims shall invariably be supported with all necessary / relevant / material details and particulars required for proper verification thereof and the Engineer shall be entitled to require the Contractor to provide such further details / information as may be so required for due and effective verification of such claims.
- f) The Engineer shall verify and certify for payment, if any, all claims lodged by the Contractor under this Clause within a period not exceeding 28 days from the date on which the same are submitted by the Contractor as aforesaid.

- g) The Employer shall make payment against the certification of the Engineer made pursuant to para (f) above along with the monthly payment/ any other payment falling due immediately after the date of such certification.
- h) In case the Employer is entitled to recover from the Contractor any sum or sums under this Clause arising from any decrease in the said wages / out- goings and prices for materials, the provisions of this Clause shall mutates-mutandis apply to such recoveries by the Employer.
- i) If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever are more favourable to the Employer, provided that if extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made up to the expiry of such extension of time.
- j) Provisions contained in this Sub-Clause shall be incorporated in the Sub-Contract(s) by the Contractor.

70.2 Subsequent Legislation

Delete this Sub-Clause in its entirety.

71.1 Currency Restrictions

Delete this Sub-Clause in its entirety.

72.1 Rates of Exchange

Delete this Sub-Clause in its entirety.

72.2 Currency Proportions

Delete this Sub-Clause in its entirety.

72.3 Currencies of Payment for Provisional Sums

Delete this Sub-Clause in its entirety.

Add the following Sub-Clause:

73.1 Payment of Income Tax etc.

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such tax payments.

Advance income tax at the rate as prescribed / may be prescribed by law from time to time, shall be deducted at source under section 50(4) of Income Tax Law.

The above deduction of withholding tax shall be made from all the Interim/Running Payments, Advances and Final Payments to the Contractor, according to the prevailing rules of the Government of Pakistan.

Add the following Sub-Clause:

74.1 Bribery and Collusion

- (1) The Employer shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in relation to obtaining, or in the execution of the Contract or any other contract with the Employer, or for showing favour to any person in relation to the Contractor any other contract with the Employer, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if the Contractor shall have come to any agreement with another contractor or number of contractors whereby an agreed quotation or estimate shall be offered as a Tender to the Employer by one or more Contractors.
- (2) In the event of such termination, the Contractor shall:-
 - (a) proceed as provided in Sub-Clause 65.7 hereof; and
 - (b) be paid by the Employer as provided in Sub-Clause 65.8 hereof, provided that any loss referred to in Sub-Clause (1) of this Sub-Clause shall first be deducted.

Add the following Sub-Clause:

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 30 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractors:

- (a) shall proceed as provided in sub clause 65.7 hereof.
- (b) shall be paid by the Employer as provided in sub clause 65.8 hereof.

Add the following Sub-Clause:

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly all relevant labor laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his contractors or assigns and the labour employed by them.

Add the following Sub-Clause:

77.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Employer whose award shall be final.

Add the following Sub-Clause:

78.1 Set of Standards and Codes to be Provided

The Contractor will provide one set of latest versions of all standards and codes referred to in the specifications for exclusive use of the Engineer at no cost to the Employer and it will remain the property of the Employer after the completion of the Project.

* * * End of Conditions of Particular Application – Part-II * * *