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**INVITATION  
TO  
TENDERERS**

**INSTRUCTIONS  
TO  
TENDERER**

## INSTRUCTION TO TENDERERS

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## INSTRUCTIONS TO TENDERERS

(Note: These Instructions to Tenderers will not be part of the Contract and will cease to have effect once the contract is signed along with Tendering Data).

### A. GENERAL

#### IT.1 Scope of Tender

- 1.1 The Employer as defined in the Tendering Data hereinafter called "the Employer" wishes to receive tenders for the construction and completion of works as described in these Tender Documents, and summarised in the Tendering Data hereinafter referred to as the "Works".
- 1.2 The successful Tenderer will be expected to complete the Works within the time specified in Appendix-A to Tender.

#### IT.2 Source of Funds

- 2.1 The Employer has applied for or received a loan or credit from the source (s) indicated in the Tendering Data in various currencies towards the cost of the project specified in the Tendering Data and it is intended that part of the proceeds of this loan / credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

#### IT.3 Eligible Tenderers

- 3.1 This Invitation to Tender is open to all Tenderers meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Duly Prequalified / registered with the Employer

#### IT.4 One Tender per Tenderer

- 4.1 Each Tenderer shall submit only one tender either by himself, or as a partner in a joint venture. A Tenderer who submits or participates in more than one tender (other than alternatives pursuant to Para IT.16) will be disqualified.

#### IT.5 Cost of Tendering

- 5.1 The Tenderer shall bear all costs associated with the preparation and submission of their respective tenders and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**IT.6 Site Visit**

- 6.1 The Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. All cost in this respect shall be at the Tenderers own expense.
- 6.2 The Tenderers and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderers, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

**B. TENDER DOCUMENTS****IT.7 Documents Comprising the Tender**

- 7.1 The Tender Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IT.9.
  01. Instruction to Tenderers.
  02. Tendering Data
  03. Conditions of Contract, Part-I - General Conditions.
  04. Conditions of Contract, Part IIA - Conditions of Particular Application.
  05. Conditions of Contract, Part IIB - Conditions of Particular Application.
  06. Specifications - Special Provisions.
  07. Specifications - Technical Provisions.
  08. Forms of Tender & Appendices to Tender.
  09. Bill of Quantities.
  10. Form of Tender Security.
  11. Form of Agreement.
  12. Forms of Performance Security/Bond and Mobilization Advance Guarantee/Bond.
  13. Drawings.
- 7.2 The Tenderers are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the Tenderers own risk. Pursuant to Clause IT.26, tenders which are not substantially responsive to the requirements of the Tender Documents will be rejected.

**IT.8 Clarification of Tender Documents**

- 8.1 Any prospective Tenderer requiring any clarification (s) in respect of the Tender Documents may notify the Employer in writing at the Employer's address indicated in the Invitation to Tenderers. The Employer will respond to any request for clarification, which he receives earlier than 28 days prior to the deadline for submission of tenders.



Copies of the Employer's response will be forwarded to all purchasers of the Tender Documents, including a description of the enquiry but without identifying its source.

#### **IT.9 Amendment of Tender Documents**

- 9.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Para 7.1 hereof and shall be communicated in writing to all purchasers of the Tender Documents. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend the deadline for submission of tenders in accordance with Clause IT.20

### **C. PREPARATION OF TENDERS**

#### **IT.10 Language of Tender**

- 10.1 The tender and all correspondence and documents related to the tender exchanged by a Tenderer and the Employer shall be in the bid language stipulated in the Tendering Data and conditions of Particular Application. Supporting documents and printed literature furnished by the Tenderers may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the English language, in which case, for purposes of evaluation of the tender, the English translation shall prevail.

#### **IT.11 Documents Accompanying the Tender**

- 11.1 Each Tenderer shall:
  - (a) submit a written power of attorney authorizing the signatory of the tender to act for and on behalf of the Tenderer; and
  - (b) update the information indicated and listed in the Tendering Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
    - (i) Evidence of access to financial resources;
    - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
    - (iii) Work commitments since prequalification;
    - (iv) Current litigation information; and
    - (v) Availability of critical equipment.



- 11.2 Tenders submitted by a joint venture of two or more firms shall comply with the following requirements;
- (a) the tender and in case of a successful tender, the Form of Agreement shall be signed so as to be legally binding on all partners;
  - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
  - (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
  - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and in the Form of Agreement (in case of a successful tender); and
  - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the tender stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.
- 11.3 Tenderers shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Tenderers' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

#### IT.12 Tender Prices

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the Tenderer.
- 12.2 The Tenderers shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Tenderer will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.



- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of tenders shall be included in the rates and prices and the total Tender Price submitted by a Tenderer.
- 12.4 The rates and prices quoted by the Tenderers are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Tenderers shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Tender, and shall submit with their tenders such other supporting information as required under the said Clause.

### **IT.13 Currencies of Tender and Payment**

- 13.1 The unit rates and the prices shall be quoted by the Tenderer entirely in Pak rupees. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Tender. The proportion of the Tender Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Tenderer's home country or, (ii) at the tenderer's option, entirely in Pak rupees provided always that a Tenderer expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his tender.
- 13.2 The rates of exchange to be used by the Tenderer for currency conversion shall be the JT&OD Selling Rates published by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of tenders.

For the purpose of payments, the exchange rates used in tender preparation shall apply for the duration of the Contract.

### **IT.14 Tender Validity**

- 14.1 Tenders shall remain valid for the period stipulated in the Tendering Data after the Date of Tender Opening specified in sub-clause IT.23.
- 14.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension, and in compliance with Clause IT.15 in all respects.



**IT.15 Tender Security**

- 15.1 Each Tenderer shall furnish, as part of his tender, a Tender Security in the amount stipulated in the Tendering Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Tender Security shall be, at the option of the Tenderer, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer valid for a period 28 days beyond the Tender Validity date.
- 15.3 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 15.4 The tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Tender Validity.
- 15.5 The Tender Security of the successful Tenderer will be returned when the Tenderer has furnished the required Performance Security and signed the Agreement.
- 15.6 The Tender Security may be forfeited:
  - (a) if the Tenderer withdraws his tender during the period of Tender Validity;
  - (b) if the Tenderer does not accept the correction of his Tender Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful Tenderer, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security
    - (ii) Sign the Agreement.

**IT.16 Alternate Proposals by Tenderer**

- 16.1 Should any Tenderer consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his tender to be submitted in strict compliance with the Tender Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Tender shall be that which represents complete compliance with the Tender Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Tenderer only may be considered by the Employer as the basis for the award of Contract to such Tenderer.



**IT.17 Pre-Tender Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective Tenderer(s), hold a pre-tender meeting to clarify issues and to answer any questions on matters related to the Tender Documents. The date, time and venue of pre-tender meeting, if convened, is as stipulated in the Tendering Data. All prospective Tenderers or their authorized representatives shall be invited to attend such a pre-tender meeting.
- 17.2 The Tenderers are requested to submit questions, if any, in writing so as to reach the Employer not later than one week before the proposed pre-tender meeting.
- 17.3 Minutes of the pre-tender meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Tender documents. Any modification of the Tender documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IT.9 and not through the minutes of the pre-tender meeting.
- 17.4 Absence at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

**IT.18 Format and Signing of Tender**

- 18.1 Tenderers are particularly directed that the amount entered on the Form of Tender shall be for performing the Contract strictly in accordance with the Tender Documents.
- 18.2 All appendices to Tender are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Tender nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the tender may be rejected.
- 18.4 Each Tenderer shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Tendering Data, of the documents comprising the tender as described in Clause IT.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer pursuant to Sub-Clause 11.1(a) hereof. All pages of the tender shall be initialled and stamped by the person or persons signing the tender.
- 18.6 The tender shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Tenderer, in which case such



corrections shall be initialled by the person or persons signing the tender.

18.7 Tenderers shall indicate in the space provided in the Form of Tender their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their tenders and the Contract is to be sent.

18.8 Tenderers should retain a copy of the Tender Documents as their file copy.

#### **D. SUBMISSION OF TENDERS**

##### **IT.19 Sealing and Marking of Tenders**

19.1 Each Tenderer shall submit his tender as under:

- (a) ORIGINAL and each copy of the Tender shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the Tendering Data;
- (b) bear the name and identification number of the contract as defined in the tendering Data, and;
- (c) provide a warning not to open before the time and date for bid opening, as specified in the Tendering Data.

19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late" pursuant to Clause IT.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

##### **IT.20 Deadline for Submission of Tenders**

- 20.1 (a) Tenders must be received by the Employer at the address specified no later than the time and date stipulated in the Tendering Data.
- (b) Tenders with charges payable will not be accepted, nor will arrangements be undertaken to collect the tenders from any delivery point other than that specified above. Tenderers shall bear all expenses incurred in the preparation and delivery of tenders. No claims will be entertained for refund of such expenses.

- (c) Where delivery of a tender is by mail and the Tenderer wishes to receive an acknowledgment of receipt of such tender, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed tender package.
  - (d) Upon request, acknowledgment of receipt of tenders will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause IT.9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### IT.21 Late Tenders

- 21.1 (a) Any tender received by the Employer after the deadline for submission of tenders prescribed in Clause IT.20 will be returned unopened to such Tenderer.
- (b) Delays in the mail, delays of person in transit, or delivery of a tender to the wrong office shall not be accepted as an excuse for failure to deliver a tender at the proper place and time. It shall be the tenderer's responsibility to determine the manner in which timely delivery of his tender will be accomplished either in person, by messenger or by mail.

#### IT.22 Modification and Withdrawal of Tenders

- 22.1 Any Tenderer may modify or withdraw his tender after tender submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 22.2 The notice for modification or withdrawal of any tender shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IT.19 with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 22.3 No tender may be modified by a Tenderer after the deadline for submission of tenders.
- 22.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security in pursuance to Clause IT.15.



## **E. TENDER OPENING AND EVALUATION**

### **IT.23 Tender Opening**

- 23.1 The Employer will open the tenders, including withdrawals and modifications made pursuant to Clause IT.22, in the presence of Tenderers' representatives who choose to attend, at the time date and location stipulated in the Tendering Data. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause IT.22 shall not be opened.
- 23.3 The tenderer's name, total Tender Price and price of any Alternate Proposal(s), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of tenders.

### **IT.24 Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of tender and recommendations for the award of a contract shall not be disclosed to Tenderers or any other person not officially concerned with such process. Any effort by a Tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of such tenderer's tender.

### **IT.25 Clarification of Tenders**

- 25.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with Clause IT.28.

### **IT.26 Examination of Tenders and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Tender Security and (iv) is substantially responsive to the requirements of the Tender Documents.
- 26.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or the



tenderer's obligations under the Contract; or (iii) adoption whereof would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.

- 26.3 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **IT.27 Correction of Errors**

- 27.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

- 27.2 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected Tender Price, his tender will be rejected, and the Tender Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

#### **IT.28 Evaluation and Comparison of Tenders**

- 28.1 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause IT.26.

- 28.2 In evaluating the tenders, the Employer will determine for each tender the evaluated Tender Price by adjusting the Tender Price as follows:-

- (a) making any correction for errors pursuant to Clause IT.27
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork.
- (c) making an appropriate adjustment for any other acceptable variation or deviation.

- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.

- 28.4 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed



under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IT.32 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.

## **F. AWARD OF CONTRACT**

### **IT.29 Award**

- 29.1 Subject to Clause IT.30 and IT.34, the Employer will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be eligible in accordance with the provisions of Clause IT.3.

### **IT.30 Employer's Right to Accept any Tender and to Reject any or all Tenders**

- 30.1 Notwithstanding Clause IT.29, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderers or any obligation to inform the affected Tenderers of the grounds for the Employer's action.

### **IT.31 Notification of Award**

- 31.1 Prior to expiration of the period of Tender Validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing ("Letter of Acceptance") that his tender has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 Upon furnishing by the successful Tenderer of a Performance Security, the Employer will promptly notify the other Tenderers that their tenders have been unsuccessful.

### **IT.32 Performance Security**

- 32.1 The successful Tenderer shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Tendering Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful Tenderer to comply with the requirements of Clause IT.32 or IT.33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

**T.33 Signing of Agreement**

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful Tenderer the Form of Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful Tenderer shall be executed within 14 days of the receipt of Form of Agreement by the successful Tenderer from the Employer.

**IT.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of the Bidder as reported by the employers of the previously awarded contracts, interlaid, rejects his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC may in consultation with the Contract Data Cell established in the office of the Auditor General of Pakistan, take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

**IT.35**

If at any stage, the documents submitted by the bidder particularly the license for registration with Pakistan Engineering Council (PEC) is found tempered / altered / forged, then the Employer reserves. The right to take appropriate action against the bidder / Contractor including but not limited encashment of his performance guarantee.

**IT.36**

It is mandatory for all bidders to fill up and sign the Tender Form while submitting their bids in case of non-compliance, the bid MAY be rejected.

## **TENDERING DATA**



**17.1 Venue, time, and date of the pre-tender meeting.**

The pre-bid meeting shall be held at the Office of:

The Project Director  
Malir Development Authority,  
Bungalow No. G-4/B  
Block - 17,  
Gulshan-e-Iqbal,  
Karachi.

The pre-tender meeting will be held at a suitable date and time as fixed by the Employer.

**18.4 Number of copies of the Tender to be completed and returned.**

One original and one copy.

**19.2 (a) Employers address for the purpose of Tender submission.**

The Executive Engineer (P&D)  
Malir Development Authority,  
Bungalow No. G-4/B  
Block - 17,  
Gulshan-e-Iqbal,  
Karachi.

**20.1 Deadline for submission of Tenders.**

The deadline for submission of Tenders shall be 24 Sep, 2014 , 2:00 p.m.

**23.1 Venue, time, and date of Tender opening.**

The Venue for the opening of Tenders shall be at the office of:

The Executive Engineer (P&D)  
Malir Development Authority,  
Bungalow No. G-4/B  
Block - 17,  
Gulshan-e-Iqbal,  
Karachi.

On 24 Sep, 2014 , 2:30 p.m.

**32.1 Standard form and amount of Performance Security acceptable to the Employer.**

Performance Security for the amount of 5% of the Contract Price in the form of Bank Guarantee issued by a Scheduled Bank of Pakistan.

**33.1 Signing of Agreement**

The agreement shall be made on stamp paper of value to be determined at the rate of 0.3% of the Contract value or as determined by the Inspectorate of stamp duty. Cost of stamp duty shall be borne by the contractor.



**TENDER  
AND  
APPENDICES**

## TENDER AND APPENDICES

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## FORM OF TENDER

Tender Reference No. \_\_\_\_\_

To:

The Project Director  
Malir Development Authority,  
Bungalow No. G-4/B  
Block - 17,  
Gulshan-e-Iqbal,  
Karachi.

Gentleman,

1. Having examined the conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of 148 days beginning from the date Tenders are opened.
4. We undertake, if our Tender is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Tender.
5. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_

duly authorized to sign tenders

for and on behalf of \_\_\_\_\_

(In Block Capitals)

Address

\_\_\_\_\_  
\_\_\_\_\_

Witness

\_\_\_\_\_  
\_\_\_\_\_

Address.

\_\_\_\_\_  
\_\_\_\_\_

Occupation

\_\_\_\_\_



## APPENDIX-A TO TENDER

## SPECIAL STIPULATION

Conditions of Contract  
Clause

1	Amount of Performance Security	10.1	Five percent (5%) of Contract Price stated in Letter of Acceptance in the form of Bank Guarantee from a schedule Bank of Pakistan Or to undertake for deduction of whole amount of 5% performance security from 1 <sup>st</sup> R/A Bill payable to Contractor for the work costing more than Rs.25 Lac.
2	Time for Furnishing Program	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
3	Minimum Amount of Third Party Insurance	23.2	Rupees Three Lacs (Rs.3,00,000) per occurrence with number of occurrences unlimited
4	Time for Commencement	41.1	Within fourteen (14) days from the date of receipt of Engineers letter of commence.
5	Time for Completion	43.1	____ Months from the date of receipt of Engineer's notice to commence.
6	Amount of Liquidated Damages	47.1	0.1% of contract price for each day of delay in completion of works subject to a maximum of 10% of contract price stated in the Letter of Acceptance.
7	Defects Liability Period	49.1	Twelve months from the effective date of Taking-Over Certificate.
8	Percentage of Retention Money	60.2	Ten Percent (10%) of the amount of Interim Payment Certificate.
9	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance.
10	Minimum Amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 1.0 Million
11	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	20 days.
12	Mobilization Advance	60.12	Ten Percent (10%) of Contract Price stated in the Letter of Acceptance, as stated in the Sub-Clause 60.1 against irrespective Bank Guarantee from a schedule bank of Pakistan.



## APPENDIX-B TO TENDER

## FOREIGN CURRENCY REQUIREMENTS

(NOT APPLICABLE)

## APPENDIX-C TO TENDER

## SCHEDULE OF BASIC PRICES OF SPECIFIED MATERIALS

## A) Basic Price Materials (To be filled by the tenderer)

We confirm herewith that the following prices were prevailing on the day 28 days prior to the tender closing date and have been taken as a basis for quoting the prices given in our Tender.

Adjustment of increase/decrease in price shall only be admissible for the materials listed hereunder:

Schedule of Specified Materials

S.No	Materials	Unit	Basic Price Ex-Factory/ Works	Remarks
1	2	3	4	5
1.	i) Ordinary Portland Cement	M.Ton		Nearest State Cement factory
	ii) Sulphate Resisting Cement	M.Ton		Nearest State Cement factory
2.	Steel Reinforcement	M.Ton		Razzaq Steel, Karachi
3.	Prestressed Concrete (P.C.) wire strands	M.Ton	NA	Wire Manufacturing Industry,
4.	Bitumen			
	i) Grades 60/70 or 80/100	M.Ton	NA	
	ii) Cut Back Asphalt			
	a. Medium Curing (MC-70)	M.Ton	NA	
	b. Rapid Curing	M.Ton	NA	
5.	High Speed Diesel	Litre	NA	

Notes:

- 1) For computing the net increase or decrease of cost on account of Fuels, the fuel component of the Contract Price is to be taken as 5 %.

## APPENDIX-C TO TENDER

- 2) Variation of increase or decrease is to be based on the percentage of increase or decrease in the price of high-speed diesel fixed by the Government of Pakistan and on the fuel component of the Contract Price specified above. High Speed Diesel is being taken as representative of all kinds of fuels.
- 3) If the price paid by the Contractor for any of the Specified Materials (excluding High Speed Diesel) shall differ from the basic price thereof and shall cause an increase or decrease of cost to the Contractor in carrying out the Contract, the increase or decrease of such cost shall be added to or deducted from the Contract Price. The said increase or decrease in the Contract Price shall be computed on the basis of quantities actually measured and certified for payment. Any fluctuation in the prices of materials other than the Specified Materials shall not be subject to adjustment of the Contract Price.

We agree that price variation in the above listed basic prices during the currency of the Contract will be adjusted only to the extent as stipulated under the Conditions of Contract.

Authorized Signatures \_\_\_\_\_

Name \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

Not Applicable



## BILL OF QUANTITIES

## APPENDIX-D TO TENDER

## BILL OF QUANTITIES

**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
4. The rates and prices shall be quoted entirely in Pakistan Rupees. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
7. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with subclauses 58.2 of part I, General Conditions.
9. Any arithmetic errors in computations or summations will be corrected by the Employer as follows:-
  - a) where there is a discrepancy between amount in figures and in words, the amount in words will govern; and
  - b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern.
10. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern. Unless in the opinion of the Employer. There is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.



11. No alterations shall be made to the Bill of Quantities other than the required insertion of rates in figures and words and no extra item shall be inserted.
12. Abbreviation used in the Bill of Quantities and the meanings thereof are listed below:
- |         |   |                                                                    |
|---------|---|--------------------------------------------------------------------|
| AASHTO  | - | American Association of State Highway and Transportation Officials |
| ASTM    | - | American Society for Testing Materials                             |
| BS      | - | British Standard                                                   |
| COC     | - | Condition of Contract                                              |
| Cft     | - | Cubic Feet                                                         |
| EO      | - | Extra Over                                                         |
| HP      | - | Horse Power                                                        |
| hr      | - | Hour                                                               |
| kg      | - | Kilogram                                                           |
| LS      | - | Lump Sum                                                           |
| Rft     | - | Running Foot                                                       |
| Min     | - | Minutes                                                            |
| Mm      | - | Millimetre                                                         |
| MS      | - | Mild Steel                                                         |
| N/A     | - | Not Applicable                                                     |
| Each/No | - | Number                                                             |
| OPC     | - | Ordinary Portland Cement                                           |
| RC      | - | Reinforced Cement                                                  |
| RCC     | - | Reinforced Cement Concrete                                         |
| Rs.     | - | Pakistan Rupees                                                    |
| SP      | - | Special Provisions                                                 |
| Sft     | - | Square Foot                                                        |
| SRPC    | - | Sulphate-Resisting Portland Cement                                 |
| Ton     | - | Metric Tonne (1,000 kg)                                            |
| %       | - | Percent                                                            |

**WORK SCHEDULE**

1. The Bidder shall provide as part of his Bid a Summary Work Schedule.
2. The Summary Work Schedule shall include at least a bar chart of the principal activities forecast for execution monthly and payments expected to be made in connection therewith.
3. The Summary Work Schedule should identify the critical path and show the sequence of major activities such that the Time for Completion laid down in the Conditions of Contract is met or bettered.
4. Additional sheets as required may be attached.
5. The successful bidder will be required to submit a fully detailed Work Schedule in Accordance with the Conditions of Contract. Such a schedule would need to be prepared and maintained using modern computer-based project scheduling software and should analyze fully the time and resources requirements of the Works.



**APPENDIX – E TO TENDER****PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Clause 43 "Time for Completion" of the Conditions of Contract Part-I, the Work shall be completed on or before the date stated in Appendix-A to the Tender. The Tenderer shall provide as Appendix-D to his Tender a Construction Schedule in bar chart form identifying the critical path and showing the sequence of work items and the period of time during which he proposes to complete each work item along with a resource histogram in such a manner that his proposal for completion of the whole of the work and parts of the work may meet Employer's completion targets noted below. The above construction schedule should separately reflect detailed mobilization activities, like establishing site office, camps, installation of plants, mobilization of equipments, preliminary survey etc. (Attach Sheets as required).

**1. Time for Completion of whole of the Works**

\_\_\_\_\_ Calendar days from the "Commencement Date".

**APPENDIX-F TO TENDER****METHOD OF PERFORMING THE WORK**

The Tenderer is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.



## APPENDIX-G TO TENDER

## LIST OF MAJOR EQUIPMENT – RELATED ITEMS

(To be used by the Tenderer)

The Tenderer will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.

Similar information shall be provided for Sub-Contractors who will be providing major items of plant and equipment.

(Additional pages may be used, if necessary)

## APPENDIX-G TO TENDER

## LIST OF MAJOR EQUIPMENT

Owened Purchased or Leased	Description of Unit (Make. Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owened						
b. To be Purchased						
c. To be arranged on Lease						



## APPENDIX-H TO TENDER

**CONSTRUCTION CAMPS AND HOUSING FACILITIES**

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Tenderer shall list or explain his plans for providing these facilities for the service of the Contract as follows:

**1. Site Preparation**

(clearing, land preparation, etc).

**2. Provision of Services.**

- a) Power (expected power load, etc).
- b) Water (required amount and system proposed).
- c) Sanitation (sewage disposal system, etc.)

**3. Construction of Facilities**

- a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
- b) Warehouses and Storage Areas (area required, type of construction and layout).
- c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.)

**4. Construction Equipment Assembly and Preparation**

(Detailed plans for carrying out this activity)

**5. Other Items Proposed**

(Security services, etc.)

## APPENDIX-I TO TENDER

## LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to sub-contractors. In my/our opinion, the sub-contractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation, together with a statement from the Sub-Contractors of their intent to perform the relevant Sub-Contracted work, outlining experience of sub-contractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

S.No	Part of Works (Give Details)	Sub-Contractor (With Complete Address)	Percentage of Tender Price

Total Percentage of Sub-Contracted Work \_\_\_\_\_ %



## APPENDIX-J TO TENDER

## ESTIMATED PROGRESS PAYMENTS

Tenderer's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1 <sup>ST</sup> Quarter	
2 <sup>ND</sup> Quarter	
3 <sup>RD</sup> Quarter	
4 <sup>TH</sup> Quarter	
5 <sup>TH</sup> Quarter	
Tender Price	

APPENDIX-K TO TENDER

ORGANIZATION CHART AND SCHEDULE

OF THE

CONTRACTOR SUPERVISORY STAFF

ORGANIZATION CHART

FOR SITE AND HEAD OFFICE CONTROL



## APPENDIX-K TO TENDER

ORGANIZATION CHART AND SCHEDULE  
OF THE  
CONTRACTOR'S SUPERVISORY STAFF  
SCHEDULE

## PROPOSED PERSONNEL

NAME	NATIONALITY	*QUALIFICATION	PROPOSED POSITION AND RESPONSIBILITY	YEAR OF EXPERIENCE AT THIS PROPOSED POSITION LEVEL	DESCRIPTION OF WORKS DONE
------	-------------	----------------	--------------------------------------------	----------------------------------------------------------------	---------------------------------

## **FORMS**

**TENDER SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**MOBILIZATION ADVANCE GUARANTEE**



# **TENDER SECURITY** **(Bank Guarantee)**

Security Executed on \_\_\_\_\_ (Date)

Name of Surety with Address: \_\_\_\_\_

(Scheduled Bank of Pakistan)

Name of Principal (Tenderer) with Address

Penal Sum of Security Rupees \_\_\_\_\_ (Rs)

Tender Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal (Tenderer) we, the Surety above named, are held and firmly bound unto

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Tenderer has submitted the accompanying Tender dated \_\_\_\_\_ for Tender No. \_\_\_\_\_ for \_\_\_\_\_ to the said Employer, and WHEREAS the Employer has (Particulars of Tender)

required as a condition for considering said Tender that the Tenderer furnish a Tender Security in the above said sum from a Scheduled Bank of Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank of Pakistan, to the Employer, conditioned as under:

- (1) that the Tender Security shall remain valid for not less than \_\_\_\_\_ days from the date set for opening of Tender regardless of the validity period of the Tender itself
- (2) that the Tender Security of unsuccessful Tenderers will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement and
- (3) that in the event of failure of the successful Tenderer to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer as liquidated damages for the successful Tenderer's failure to perform.

NOW THEREFORE if the successful Tenderer shall within the period specified therefor on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Tenderer) or any other person.

IN WITNESS WHEREOF the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

WITNESS

1. \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name Title & Address)  
(Seal)



## PERFORMANCE SECURITY

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name and Address of Contractor)

As Principal (hereinafter called the 'Contractor') \_\_\_\_\_

\_\_\_\_\_  
(Name, Title and Address of Surety)

and As Surety (hereinafter called the "Surety"), are held and firmly bound unto

\_\_\_\_\_  
(Name and Address of Employer)

as Obligee (hereinafter called the 'Employer') in the amount of

Rupees \_\_\_\_\_ (Rs \_\_\_\_\_) for the payment of which sum, well and truly to be made, the Contractor and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Contract Agreement with the Employer dated

the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
for \_\_\_\_\_

\_\_\_\_\_  
(Name of Works)

in accordance with the plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract

NOW, THEREFORE the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

WHENEVER the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Value; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Value" as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor; or

- (3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security must be instituted before the issue of the defects liability certificate.

No right of action shall accrue on this Security to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators or successors of the Employer.

Signed on \_\_\_\_\_  
(Date)

On behalf of \_\_\_\_\_  
(The Surety)

By \_\_\_\_\_  
(Name)

in the capacity of \_\_\_\_\_  
(Designation)

in the presence of \_\_\_\_\_  
(Witness)



### CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between (hereafter called the "Employer") of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The Tender;
  - (c) The Conditions of Particular Application - Parts II A & B;
  - (d) The General Conditions - Part I;
  - (e) The Drawings;
  - (f) The Specifications; and
  - (g) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with the respective laws.

The Common Seal of \_\_\_\_\_  
 was hereunto affixed in the presence of :  
 or Signed, Sealed and Delivered by the said \_\_\_\_\_  
 in the presence of :

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_



## MOBILIZATION ADVANCE GUARANTEE

Guarantee

No. \_\_\_\_\_

Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the 'Employer') has entered into a Contract \_\_\_\_\_ for

\_\_\_\_\_ (Particulars of Contract)  
with \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Employer has asked the Contractor to furnish guarantee for performance of his obligations under the said Contract.

AND WHEREAS, \_\_\_\_\_  
(Bank acceptable to the Employer)  
(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

## GUARANTOR

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

## WITNESS

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)2. \_\_\_\_\_  
(Name Title & Address)\_\_\_\_\_  
Corporate Guarantor (Seal)

## **CONDITIONS OF CONTRACT**

### **PART-I: GENERAL CONDITIONS OF CONTRACT**

FIDIC Conditions of Contract (Fourth Edition 1987, reprinted 1988 with editorial amendments, reprinted 1992 with further amendments) shall be apply to this contract.

FIDIC Conditions of Contract can be obtained from:

**FIDIC Secretariat**  
**P.O.Box. 86**  
**1000 Lausanne 12**  
**Switzerland**



## **CONDITIONS OF CONTRACT**

### **PART-I: GENERAL CONDITIONS OF CONTRACT**

## **CONDITIONS OF CONTRACT**

### **PART-IIA: CONDITIONS OF PARTICULAR APPLICATIONS**

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## PART II A - CONDITIONS OF PARTICULAR APPLICATION

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## CONDITIONS OF CONTRACT

### PART-II A CONDITIONS OF PARTICULAR APPLICATION (Mandatory Provisions not to be Amended / Substituted)

#### 1.1 Definitions

(a) (i) The Employer is:

**The Project Director**  
**Malir Development Authority,**  
Opposite Chowkandi Tombs  
Shah Latif Town, Scheme 25-A  
National Highway,  
Karachi.

(a) (iv) The Engineer is:

**The Executive Engineer**  
**Malir Development Authority,**  
Opposite Chowkandi Tombs  
Shah Latif Town, Scheme 25-A  
National Highway,  
Karachi.

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.  
Add the following paragraph:

(a)(vi) "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 word "Tender Documents" with "Bidding Documents".

(b)(ix) Add the following paragraph:  
"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 Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from 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 shall obtain the specific approval of the Employer before carrying out his duties in accordance with the clauses specified in Part-IIB.



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 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 or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine 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)

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.

## **5.1 Language(s) 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 Acceptance;
- (3) The Tender;
- (4) The Conditions of Particular Application – Part IIB;
- (5) The Conditions of Particular Application – Part IIA;
- (6) The General Conditions – Part I;
- (7) The Drawings;
- (8) The Specifications;
- (9) The priced Bill of Quantities;

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 Sub-Clauses:

**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 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount not less than 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of bank guarantee from any Scheduled Bank of Pakistan.

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

Add the following Sub-Clause:

**10.4 Performance Security Binding on Variations and Changes**

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works, which are granted or agreed upon under the provisions of the Contract.

**14.1 Programme to be Submitted**

The programme shall be submitted within 7 days from the date of receipt of Letter of Acceptance, in such form as specified in Part II-B

**14.3 Cash Flow Estimate to be Submitted**

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance.

Add the following Sub-Clause:

**14.5 Detailed Programme and Monthly Progress Report**

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme 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 56 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, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

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.

**16.4 Employment of Local Personnel**

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

Add the following Sub-Clauses:

**19.3 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 much 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.

#### 19.4 Lighting Work 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 night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

#### 20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute:

- (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 travelling 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 reasonably foreseen, or
  - (ii) 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 paras (a) (i) to (iv).

Add the following Sub-Clause:

**25.5 Insurance with Insurance Companies of Pakistan**

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with any of approved Insurance Companies as follows:

- 1) National Insurance Corporation (NIC) of Pakistan
- 2) Adamjee Insurance Company Limited
- 3) Eastern Federal Union (EFU) General Insurance
- 4) Premier Insurance Company Pakistan Limited
- 5) Commercial Union Assurance Company
- 6) New Jubilee Insurance Company

Add the following Sub-Clause:

**31.3 Co-operation with other Contractors**

During the execution of the Works, the Contractor shall co-operate 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.

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 in 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 services 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 provided by the Contractor 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 reasonably practicable, 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 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

**34.9 Arms and Ammunition**

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

**34.10 Festivals and Religious Customs**

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

**34.11 Disorderly Conduct**

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

**34.12 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-Clause:-

**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.



**41.1 Commencement of Works**

Delete the text and substitute:

The Contractor shall commence the Works on Site within the period named in Appendix to Tender from the date or receipt by him from the Engineer of a written Notice to Commence.

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 to Tender, subject to a maximum of 10% of the Contract Price stated in the Letter of Acceptance.

Add the following Sub-Clause :-

**47.3 Bonus for Early Completion of Works**

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Clause 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed under Clause 47.1 above.

**48.2 Taking Over of Sections or Parts**

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be as indicated in Part IIB.

**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.

**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.



**59.4 Payments to Nominated Sub-Contractors**

For the purposes of this Sub-Clause, provisions made by the Employer in Part II-B shall apply.

**60.1 Monthly Statements**

In the first line after the word "shall", add the following:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) delete the words "the Appendix to Tender" and substitute " Sub-Clause 60.11 (a)(6) hereof".

**60.2 Monthly Payments**

In the first line, substitute "28" by "14".

**60.10 Time for Payment**

Delete the text and substitute:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 20 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 28 days after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the rate of 8% per annum, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

Add the following Sub-Clauses:

**60.11 Secured Advance on Materials**

- a) The Contractor 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 brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) the materials are in accordance with the Specifications for the Permanent Works;
  - (2) 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;
  - (3) 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;
  - (4) 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 therefore.



- (5) 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
- (6) 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.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

#### 60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting any one of the following three Alternatives, as stated in Part-II B.

##### Alternative One: Mobilization Advance

- a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance 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 of Pakistan or an insurance company acceptable to the Employer:
  - (1) First part within 14 days after signing of the Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
  - (2) Second part within 42 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 in installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

The schedule of recovery of the Mobilization Advance shall be as given in Part-II B.

Alternative Two: Mobilization/ Demobilization Cost Mobilization Cost shall be paid to the Contractor as a part of the priced Bill of Quantities. This cost shall not exceed 10 % of the Tender Price and shall be paid to the Contractor as follows:

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:
  - Stage I: 20 % of mobilization cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
  - Stage II: 30 % of mobilization cost upon providing & installing preliminary requirements of Contractor's equipment, materials and temporary structures for the commencement



of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);

Stage III: 30 % of mobilization cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and

- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

#### Alternative Three: Materials Supplied by Employer

The Employer shall supply to the Contractor materials, like cement, steel, bitumen or any other material whichever deemed necessary to complete the project; and the cost thereof shall be recovered from the Contractor through monthly statements on the basis of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be as given in Part II-B

#### 63.1 Black Listing of Contractors

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

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

#### 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).

#### 67.3 Arbitration

In the sixth to eight 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.

Add the following paragraph:

The place of arbitration is stated in Part-II B.

#### 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 Acceptance, 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 and Engineer**

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

a) The Employer:

**The Project Director**  
**Malir Development Authority,**  
Opposite Chowkandi Tombs  
Shah Latif Town,  
National Highway,  
Karachi.

b) The Engineer:

**The Executive Engineer**  
**Malir Development Authority,**  
Opposite Chowkandi Tombs  
Shah Latif Town, Scheme 25-A  
National Highway,  
Karachi.

**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/ outgoings and prices of certain specified materials and equipment prevailing on the date 28 days prior to the date of opening of the Tender. Applicable Basic Prices and method of calculating price adjustment is given in Appendix 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/out-goings 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 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 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 Contractor, 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 mutatis 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.

#### **71.1 Currency Restrictions**

Delete this Sub-Clause in its entirety:

Add the following Sub-Clause:

#### **73.1 Payment of Income Tax**

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 taxes.

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 the Employer, or for showing favour to any person in relation to the Contract or 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 bid 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 provide 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 56 days prior notice to the Contractor, with a copy to the Engineer.

In the event of such termination, the Contractor :

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (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 labour 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 Subcontractors or assigns and the labour employed by them.

Add the following Sub-Clause:

**77.1 Joint and Several Liabilities**

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Add the following Sub-Clause:

**78.1 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 Engineer whose award shall be final.

## **CONDITIONS OF CONTRACT**

### **PART-IIB: CONDITIONS OF PARTICULAR APPLICATIONS**



## CONDITIONS OF CONTRACT

### PART-IIB: CONDITIONS OF PARTICULAR APPLICATIONS

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## CONDITIONS OF CONTRACT

### PART-IIB: CONDITIONS OF PARTICULAR APPLICATIONS

#### SCC - 1      **Engineer's Duties and Authority (Part-II A Clause 2.1)**

The Engineer shall obtain the specific approval of the Employer in writing before taking any of the following actions specified in Part-I:

- (a) approving sub-letting of any part of the Works under Clause 4;
- (b) allowing additional cost under Clause 12,
- (c) suspension of work under Clause 40;
- (d) determining an extension of time and thereby additional costs, if any, under Clause 44;
- (e) issuing a Taking Over Certificate under Clause 48;
- (f) issuing a variation order under Clause 51 except in an emergency situation, as reasonably determined by the Engineer;
- (g) certifying additional costs and/or fixing rates or prices under Clause 52;
- (h) issuing a Defects Liability Certificate under Clause 62;

#### SCC - 2      **Consultant's Duties and Authority**

The Consultant's are **ENGINEERING CONSULTANT'S INTERNATIONAL (PVT.) LTD.** The Consultant's shall be responsible to the Malir Development Project (MDP) for the Supervision and Project Management of Construction Work during execution for Scheme No. 45 (Taiser Town).

The Consultant's shall provide detailed Supervision of Construction to ensure satisfactory execution of the Project in accordance with the approved design/drawings and specifications as follows:

- (a) Review the contractor's construction programme, methods of execution, procedures, manner and progress of Work, and recommendations for measures to achieve completion targets.
- (b) Supervision of construction work so as to achieve quality standards and to ensure that the contractor carries out the Works strictly in accordance with the drawings and the specifications.
- (c) Monitor contractor's day to day progress to achieve scheduled targets and help eliminate interface problems, if any, to ensure that the contractor fulfills his obligations generally and particularly in respect of time schedule.
- (d) Quality/Quantity Control of construction materials and arrange for its testing through the contractor.
- (e) Preparation and issue of Variation Orders to the Work as necessary during execution.
- (f) Furnishing Consultant's comments with respect to contractor's claims and other financial matters.
- (g) Measurement of final quantities and certification of final payments due to the contractor.



- (h) Preparation of quarterly reports about the physical and financial progress of the Project.
- (i) Checking and certification of shop drawings/as-built drawings prepared by the contractor.

**SCC- 3 Programme to be submitted (Part-II A Clause 14.1)**

- (a) The Contractor shall submit the programme of Works referred to in Sub Clause 14.1 within fourteen (14) calendar days after signing of Contract agreement. This programme shall identify and highlight of those activities, which are on the Critical Path. The programme shall be revised every month and should include a chart of principal activities of the work forecast for monthly execution and an updated schedule of the payment to be made by the Employer to the Contractor. This programme of works as scheduled shall form basis of Liquidated Damages pursuant to clause 47.1
- (b) In order to assist the Employer's Project Management Team, the Contractor shall be required to submit at 2 weeks intervals data on the cost and quantities and other data relevant to the monitoring of progress according to a particular format suitable for computer processing.
- (c) The programme should be computerized and drawn up on the CPM identifying all items of work including temporary work. Progress reporting by the contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of the work along with the proposals on how the Contractor intends to alleviate the situation.

**SCC- 4 Financial Assistance to Contractor (Part II A Clause 60.12)**

- a) Provision is made within the Contract for the Contractor to obtain a Mobilization Advance. The Advance shall be limited to Ten (10) percent of the Contract Price stated in the Letter of Acceptance less any Provisional Sums and will cover mobilization, demobilization and any costs incurred therein.

The Mobilization Advance (if required) may be paid in two equal installments. 50% of the Mobilization Advance payment be made after the following conditions have been fulfilled:

- i) That the Contract Agreement has been signed by the parties;
- ii) That the Contractor has satisfied the Conditions set out under Clause 41.1 Part-II A, to be certified by the Engineer;
- iii) That the Engineer has given his consent to the programme submitted by the Contractor pursuant to Clause 14.1 of the Conditions of Contract;
- iv) That the Contractor guarantees the 50% amount of the advance payment by an irrevocable without recourse bank guarantee.

The second installment of 50% Mobilization Advance Payment be made on certification by Engineer that following conditions have been fulfilled by the Contractor:



- i) That substantial progress has been made on mobilization by Contractor as per approved Clause 14.1 programme under this item.
- ii) That the Contractor guarantees the remaining 50% amount of Mobilization Advance Payment by an irrevocable without recourse bank guarantee.

The bank guarantee must be issued by a scheduled bank in Pakistan acceptable to the Employer. The bank guarantee shall remain valid and in force until the Mobilization Advance is recovered in full.

- b) At any time, the bank guarantee shall be valid for an amount not less than the amount of the original Mobilization Advance less any partial repayment of that Advance which may have been affected. The Contractor shall inform the guaranteeing bank, by letter counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.
- c) Normally, recovery of the Mobilization Advance will be made from each Interim Payment Certificate (IPC) as a percentage of the value of the Works executed during the respective period of the IPC. Deduction shall be made after the deduction of Retention Money. The rate of deduction shall be 10% until the full recovery have been affected.
- d) Notwithstanding any thing contained herein, the whole of the Mobilization Advance shall be recovered not later than two months prior to the completion date of the Works as per the "Time for Completion", which, for the purpose of this Clause may include Engineer's provisional assessment considering the provisions of Clause 44 of the Conditions of the Contract which shall be subject to Employer's approval, to allow recovery of the advance in accordance with the said assessment.
- e) In the event that the amount of monies certified and due to the Contractor under the contract at any time is less than the total of due repayments of Mobilization Advance, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Mobilization Advance bank guarantee to cover the said balance.
- f) The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason.

#### **SSC- 5 Arbitration (Part-II A Clause 67.3)**

All disputes arising in connection with the present Contract shall be finally settled under the Rules and Provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being and as amended from time to time by one or more Arbitrators appointed in accordance with said Rules. The place of Arbitration shall be Karachi.

#### **SSC- 6 Attendance of Meetings**

- a) The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer to discuss progress of the Works and other matters related



to the Works and the Contract, without any compensation from the Employer.

- c) The Contractor shall bear all expenses of the Employer's representatives, the Engineer, and representatives for any meetings requested by the Contractor for instructions and approvals.

**SCC - 7      Supply of Bitumen and Cement, etc.**

The Contractor shall arrange and ensure timely supply of Bitumen, Cement and other materials required in the Works. The Employer does not assume any responsibility for the supply of materials.

**SCC - 8      Electric Supply**

The Contractor shall make arrangement for the electric power supply and distribution of the same at the Site of Works for the completion of the Works at his own expense.

**SCC - 9      Rate and Prices Inclusive**

The rates and prices quoted by the Contractor in the priced Bill of Quantities shall include all freight, customs, import duties, taxes, pilotage, landing charges, wharfage, octroi, excise duties, royalties and all other costs, charges imposed whatsoever in respect of any or other things provided by him for the Works.

The prices in the Bill of Quantities shall also include all additional costs and provisions required for the correct execution of work in compliance with the time Schedule and the Specifications.

By way of illustration but not enumeration the Unit Prices shall include besides the costs for supply of material and equipment, cost of their transport, Contractor's profit etc., the cost for provision of the following:-

- (a) Furnishing and maintenance of Contractor's Equipment, fuel for Equipment, temporary works, tests, samples and labour necessary for execution of the works, Equipment for transport, machines, test laboratories, Site Office and sheds including all expenses for the furnishing and maintenance of the Workshops and storage areas used by the Contractor.
- (b) Required power, water and other services.
- (c) Illumination and safety at Site.
- (d) All additional costs due to any kind of difficult working conditions and interruptions which may possibly be caused by adverse physical conditions, unless otherwise provided in the Contract.
- (e) Staff allowances, ambulances, expenses for medical treatment, traveling expenses, holiday wages and salaries and all other costs for all employees, the required means of communications such as telephone, transport and the like, the required means for protection against safety hazards, accidents, provision of personal safety and security in the residence/work areas.
- (f) All expenses for royalties, licences, liabilities insurances, rent, hire and the like in connection with the Works.
- (g) Other special work arrangements and provisions not mentioned here but necessary for the proper and complete execution of the Works.



- (h) All Government and/or Municipal taxes, customs duties, excise duties, stamp duties or any other dues, taxes or charges.
- (i) Cost of all insurances to be kept in force for the durations specified in the Contract.
- (j) Mobilization, demobilization and clearance of site.
- (k) Contractor's camp for staff and labour including the services.
- (l) Performance Security and Bank Guarantees as and when required under the Contract.

The cost of the above shall be deemed to be included in the rates and prices tendered for the Works and no separate payment shall be made on this account.

**SCC - 10****Unit Rate Analysis**

The Contractor shall also submit a detailed breakdown (Unit Rate Analysis) for each and every item contained in the Bill of Quantities. This breakdown shall specify the following cost comprising each item:

- i. Materials Costs
- ii. Plant/Equipment/Toll Costs
- iii. Labour Costs
- iv. Overheads
- v. Profit

The cost breakdown of items (iv) and (v) shall be expressed as percentages of the sum of items (i), (ii) and (iii).

This unit rate analysis may be used in the evaluation of claims under clause 53 and in the valuation of variations in accordance with clause 52 of the Conditions of Contract but shall not be considered binding for the Engineer in evaluation of claims or valuation of variations.

**SCC - 11****Provision of Plant**

In respect of any Contractor's Equipment in general, except as provided for in these Documents, which the Contractor shall be required to have available at Site for execution of Works in accordance with the Drawings, Specifications or as directed by the Employer, he shall make his own arrangements for foreign exchange, import formalities, customs, transport to the Site of Works and all other formalities whatsoever at his own cost and responsibility.

Similar arrangement shall be made by the Contractor for the spare parts to be procured for above said plant as and when required.

The Contractor shall be deemed to have taken into consideration all Government or Local Bodies regulations, for the time being in force, regarding the re-export of any plant and equipment which he may have to import in connection with the Works. Any amendments to the existing rules and/or further regulations imposed in this respect by the Government of Pakistan shall be strictly followed by the Contractor.



**SCC - 12 Rates inclusive of all Lead and**

The tendered rates shall be inclusive of all lead and lift required in connection with all the construction materials to be incorporated in the Permanent Works.

**SCC - 13 Borrow Areas**

The Contractor shall make his survey enquiries regarding the suitable and nearest Borrow Areas for embankment, granular fill, base and sub-base materials etc., and shall apply to the Engineer for approval for the use of the borrow area. It will be the responsibility of the Contractor to acquire the Borrow Areas approved by the Engineer and pay for all royalties/malkana and all other costs. In case the materials from the approved Borrow Areas do not meet the Specifications requirements, in the opinion of the Engineer, the Contractor shall have to propose new Borrow Areas for approval, and nothing shall be paid to the Contractor for abandonment of the previously approved Borrow Areas.

**SCC- 14 Time for Completion of Works**

The Work is required to be completed in the time stated in Appendix to Tender and the Tenderer to whom the Contract is given will be required to complete and deliver the whole of the Permanent Works strictly within the time so stated. If the Tenderer states, in his Tender, a shorter time than shown in the Appendix, then such shorter time governs.

**SCC - 15 Documents Not to be Altered or Mutilated**

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Tender or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Tender based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Tenderer or his legally authorized representative.

**SCC - 16 Personal Liability**

In carrying out any of the provisions of these Specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives.

**SCC - 17 Utility Lines**

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.



**SCC - 18 First Aid Facilities**

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the Site to the approval of the Employer.

**SCC - 19 Location of Contractor's Camp**

The location of houses, barracks, stores and offices, etc., shall be determined in agreement with Employer. Installation for the supply of electricity and water, fuel, lighting, etc., must be present to the necessary extent.

**SCC - 20 Final Hand-Over**

At the end of the Defects Liability Period stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after investigation of Works, if satisfied that there are no deficiencies or defects due to work of the Contractor, shall certify the final hand-over, and the Engineer will then issue a Defects Liability Certificate as provided under Clause 62.1 of Conditions of Contract.

**SCC - 21 Making Good Damage to Services, etc.**

The Contractor shall make good, at his own cost, all damages to telephone, electric cables or wires, sewers, water or other pipes except where the Authority, Employer or Private Party owning or responsible for the same elects to make good the damage. All such making good shall be to the approval of the Employer/Responsible Authority.

**SCC - 22 Returns of Plant, Materials, etc.**

The Contractor shall forward to the Engineer at the end of each month returns showing the Constructional Plant, materials, etc., on Site, in a form prescribed by the Engineer.

**SCC - 23 Method of Measurement**

The measurement of the Works shall be performed on the basis of the Specifications. If these measurements exceed the measurements indicated in the Specifications and Drawings, excepting those directed by the Engineer, such excess shall be on the account of the Contractor and he shall not be entitled to any compensation thereof. But if they are less than the measurements indicated in the Specifications and Drawings then the Works actually executed shall be measured, provided they are technically acceptable and there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the Special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road centre line, and no deduction will be made for individual fixtures in the pavement having an area of 1 sq. Meter or less. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or the dimensions ordered by the Engineer. In computing volume of excavation, embankment and borrow, the average end-area method will be used.

Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the contractor to conform to the provisions of the Contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated



on the drawings or established by the Employer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expense. No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

**SCC - 24      Record of Measurements**

The Contractor will supply to the Engineer's Representative six (6) copies of the abstract of Contractor's certificate of payment every month along with two copies of detailed measurements, quality control tests and cross sections with calculations, and any other document or information which form the basis of payment.

**SCC - 25      Dangerous Materials**

The Contractor and his sub Contractors shall convey, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similar material provided by them for use in or on the Works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

**SCC - 26      Progress Photographs**

The Contractor shall furnish to the Engineer every two weeks at least four photographs to clearly show the progress of construction. The photographs shall be submitted in twelve glossy prints 15 cm x 10 cm, together with the negative. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photograph.

**SCC - 27      As Built Drawings/Shop Drawings**

All the shop drawings/fabrication drawings shall be prepared by the Contractor and 3 copies of each shall be submitted to the Engineer at least fifteen days before the start of the work. The Engineer shall check and approve or return the same to the Contractor for correction/modification within the period of 15 days from the day of receipt of the drawings. All work is to be executed by the Contractor in accordance with the drawings approved before the commencement of the Works.

During construction, the Contractor shall keep an accurate record of all deviations of his work as actually installed from that shown or indicated on the Contract Drawings. Upon completion of the Works, the Contractor shall submit as-built drawings for approval of the Employer/Engineer. The Contractor shall further submit 1 set of transparencies, 6 set of prints and 1 electronic copy on CD of all approved as-built Drawings. All Drawings are to become the property of the Employer.

## **PART-I SPECIAL PROVISIONS**



## **SPECIFICATIONS**

### **PART-I SPECIAL PROVISIONS**

#### **1. DESCRIPTION OF PROJECT**

##### **1.1 General**

The Employer intends to construct infrastructure development works (Phase I) of Taiser Town Human Settlement Scheme 45 Karachi under Malir Development Project. The project works are the part of this programme.

#### **2. THE SITE**

##### **2.1 Site of Works**

The Site of the Works is the area for construction lying within the right-of-way lines, boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract.

The Employer will give to the Contractor possession of the area designated and defined as the Site and shown on the drawings as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

#### **3. WORK UNDER THE CONTRACT**

##### **3.1 General Description**

The Contract comprises the execution and completion of the Works, remedying of any defects therein, maintenance of utility services, and the provisions of all labour, materials, equipment, plant and everything whether of a temporary or permanent nature required in and for such execution, completion, remedying and maintenance so far as the necessity for providing the same is specified or can reasonably be inferred from the Contract.

The following description of the Works to be performed under this Contract is general in nature and is not intended to describe all of the facilities to be provided under this Contract.

**THE WORKS UNDER THIS CONTRACT ARE AS DEFINED IN TENDERING DATA.**

#### **4. GENERAL RULES OF SPECIFICATIONS**

##### **4.1 Specification or as Specified**

"Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per ASTM / BSS, these include items that may be added in the future. The Engineer may supplement such specifications during the progress of work. All materials and processes used for these items shall be subjected to standard testing and, if found below the pertinent ASTM / BSS standards, shall be removed from the site immediately at Contractor's expense.

#### **4.2 Standards and codes**

Wherever reference is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

#### **4.3 Materials and Processes**

All goods and materials to be incorporated in the Works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

#### **4.4 Equivalent Materials. Processes. etc.**

Where specific materials, processes, etc. are specified and the same are not available other alternative materials and processes which ensure an equal or higher quality than those specified will be accepted subject to the Employer / Engineer's prior review and written approval. Differences between the those specified and the proposed alternatives must be fully described in writing by the Contractor and submitted to the Employer / Engineer at least 30 days prior to the date when the Contractor desires the Employer / Engineer's approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

#### **4.5 Approved, Directed, Instructed**

Approved, directed, instructed means the approval, etc. of the Employer / Engineer unless otherwise stated.

#### **4.6 Alternatives**

Where alternative materials, processes etc. are specified the selection will depend on local conditions and discretion rests with the Employer / Engineer whose decision shall be final and binding.

#### **4.7 Catalogues, Standards, Manufacturer's Instructions etc.**

Wherever the manufacturers/supplier's instructions, manuals, guarantees and ASTM/BSS Standards are referred to in the specifications and details of Bills of Quantities; all such literature shall be submitted by the Contractor to the Employer / Engineer for due checking, approval and record.

#### **4.8 Applicability**

Unless stated or specified elsewhere to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.



## **5. DRAWINGS**

### **5.1 Tender Drawings**

Tender Drawings issued with the Tender Documents, called the Tender Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 5.2 hereof.

### **5.2 Construction Drawings, Supplementary Drawings**

After award of Contract, the Engineer will issue Construction Drawings to the Contractors.

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these drawings.

The Contractor shall give notice to the Engineer regarding the part of the Drawings that in his opinion, contains discrepancies or are not clear. The Engineer shall issue necessary clarification or supplementary drawings in greater details as required to execute the Works. These supplementary Drawings showing changes from the Tender Drawings, in the opinion of the Contractor, shall be reviewed by the Engineer for his determination of adjustment of the Contract Price

### **5.3 Definition of Term Drawings**

The term Drawings as used in the Specifications means the Drawings referred in Clauses 5.1 and 5.2 hereof.

### **5.4 Checking of Drawings**

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

### **5.5 Copies of Drawings**

Drawings will be issued to the Contractor as described below.

#### **5.5.1. Tender Drawings**

One (1) set of the Tender Drawings will be issued to the Contractor along with Tender Documents. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

#### **5.5.2. Construction Drawings / Supplementary Drawings**

One (1) print of each Construction Drawings / Supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

## **5.6 Drawings to be Furnished by the Contractor / As-Built Drawings**

The Contractor shall submit to the Engineer for review of such drawings as required under the Contract, sufficiently in advance of the work intended to be executed.

The Contractor shall, at all times, keep on Site a separate set of prints on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progress. The sub-contractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall, within fourteen (14) days of issuance of Taking-Over Certificate for whole of the Works, furnish to the Engineer for his approval two (2) copies of such marked up drawings. One (1) copy of each of the marked up drawings approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for preparation of the As - Built Drawings.

The Contractor shall furnish to the Engineer six (6) complete sets of all As -Built Drawings within thirty (30) days of receipt of drawings stated above, from the Engineer.

## **6. SETTING OUT OF WORK AND SURVEY**

### **6.1 Reference Points, Lines**

The Contractor shall establish bench marks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these bench marks and / or lines.

### **6.2 Verification**

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given herein.

### **6.3 Survey Instruments**

The Contractor shall maintain at the Site the requisite surveying instruments and accessories in perfect working conditions for the use of the Engineer's Representative/ Consultants to check levels and lines of the work at all times. These instruments shall include (but not limited to) One (1) Total Station, Adequate numbers of Levels, theodolites, Tapes, etc.

### **6.4 No work without Joint Survey**

The Contractor shall not start the excavation and / or embankment works until the Joint Survey has been done to establish the existing ground levels.



## **7. APPROVAL OF MATERIALS AND PLANT**

### **7.1 Quality of Materials**

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workman like manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

### **7.2 Submission of Samples and Data**

As soon as practicable after award of Contract the Contractor shall submit for the approval of the Engineer drawings, catalogues, diagrams and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detailed form furnished by the Engineer. Samples of materials (2 sets) shall be submitted by the Contractor to the Engineer at Contractor's cost for approval sufficiently in advance of the material intended to be incorporated in the Works.

### **7.3 Testing**

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing procedure as approved by the Engineer.

The Contractor shall keep a complete record of all quality tests programme performed at site.

### **7.4 Testing Laboratory Certificates**

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

### **7.5 Inspection**

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

### **7.6 Approved Sample at Site**

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

## **7.7 Site Laboratory**

The Contractor shall establish a Site laboratory for the purpose of necessary testing. The laboratory equipment shall remain the Contractor's property at all times.

## **8. CONSTRUCTION SCHEDULE**

### **8.1 Submittal Date**

The programme of Works submitted by the Contractor shall be submitted in accordance with Clause 14 " Programme to be submitted", of the Conditions of Contract shall be submitted in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path, resource scheduling for Contractor's Equipment, material and labour, within the period stated in the Appendix A to Tender. All the milestones shall be clearly identified.

### **8.2 Requirements**

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the: proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and a time-scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

### **8.3 Monthly Reports**

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress
- Network analysis tabulations as in Sub-Clause 8.1 above, reflecting actual start and finish dates where applicable
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

## **9. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **9.1 Contractor's Office, Facilities etc.**

The Contractor shall establish and maintain a site office. The contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labour camps, work yard and storage area, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc.



The Contractor shall be solely responsible for arranging the facilities.

The Contractor shall arrange his labour camp, work yard, storage area, site office within the area available at the Site.

### 1.1 Notice Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer upto three (3) Sign Boards of dimensions approved by the Engineer. The Notice Boards shall be made of metal. These shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Notice Board, the name of the Works, and the names of the Employer, Engineer and the Contractor.

### 1.2 Engineer's Office

The Contractor shall, within seven (7) days of the issue of Commencement Notice provide an office accommodation for the Engineer / Engineer's Representative at the Site comprising covered area of not less than sixty 60 SM. The Engineer will approve the location and plans of site office. The office accommodation shall be in the form of temporary but stable structure. The office accommodation shall have at least two room of suitable sizes, bathroom, kitchen, front veranda with one (1) air conditioner 1.5 Tons, one (1) fridge 6 cft, and adequate furniture / furnishing. The Contract Price shall be deemed to have included an amount of not less than Rupees Ten thousand (Rs. 10,000/-) for furniture / furnishing and maintenance of office accommodation for the Engineer / Engineer's Representative. The Contractor's proposed office for the Engineer shall be subject to the approval of the Engineer. The Contractor shall maintain this office and all charges in respect of providing, running and maintaining not limited to the utilities like electricity, telephone, water supply and sewerage, janitorial services, messenger and tea boy etc., shall be borne by the Contractor.

The Contract Price shall be deemed to have included an average cost of Rupees ten thousand (Rs. 10,000) per month pertaining to telephone use. The Contractor shall maintain the office accommodation for the scheduled Contract period. In case the scheduled Contract period is extended due to any reason, the Contractor shall maintain the office at his expenses for the extended period.

The Contractor shall also provide, operate and maintain One (1) computer Pentium IV HP / IBM / Compaq or compatible Desktop Computer system with Intel Pentium IV 2 GHz+ processor, 256 MB RAM, original Intel Motherboard, complete with Keyboard, 17 inch color monitor, mouse, 56.6 kbps US Robotics modem, CD ROM Drive, 40 GB HDD, 1.44 MB FDD and standard accessories along with Licensed operating system, and Microsoft Project latest version, Microsoft Office Professional Edition latest version, one A-3 size printer inkjet (HP), one digital camera, UPS; within 14 days of the Engineer's Order to Commence the Works.

The office building including all furnishings and equipments shall be the property of the Employer and the contractor shall have no claim on them.

## 2. OTHER FACILITIES FOR ENGINEERS PERSONNEL TO BE PROVIDED BY THE CONTRACTOR

### 2.1 Furnishing Transportation Facilities

The Contractor shall furnish, operate and maintain independent motor vehicle for the exclusive use of the Engineer to meet his transportation needs, as determined by the Engineer. The vehicle shall be Suzuki Potohar with Air-conditioner or equivalent latest model and new and shall be provided within 14 days of the issue of Notice of Commencement of Works by the Engineer. The use of such transportation facilities shall be under the control of

the Engineer, and the Contractor shall be wholly responsible for furnishing at all times a satisfactory operating transportation service for the Engineer. The vehicle shall be available at all times during the scheduled contract period, commencing from the date of issuance of the Engineer's Notice to commence the works. In case the scheduled Contract period is extended due, to any reason, the Contractor shall make available the vehicle at his expenses for the extended period.

The Contractor shall furnish, supply, provide, as may be necessary without the specific direction of the Engineer all fuel, lubricants, tyres and other supplies, all maintenance and repairs, comprehensive insurance cover, and suitable qualified driver at all times for the vehicle. The vehicle shall be as approved by the Engineer. The Contract Price shall be deemed to have included an average POL cost of Rs. 10,000 per month. The ownership of the vehicle shall remain of the Contractor.

## **11. SAFETY**

### **11.1 Accident Prevention, Protective Equipment**

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions.

Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

## **12. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS**

Unless otherwise specifically stated in the Contract, the price of all works required by the Special Provisions shall be considered to be included in the Contract Price and no separate payments shall be made for these items.

13. The Tendered Rates shall be inclusive of all lead and lift
14. The Contractor in the Bill of Quantities shall make no alterations or additions and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. The contractor must initial all corrections. Any Tender which does not comply with this condition, will be liable to be summarily rejected and not taken into account when preparing comparative statement.
15. Materials obtained from excavation will be the property of the employer: serviceable materials are to be stacked in places pointed out by Engineer-in-charge. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.
16. On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, Contractor's site office, etc.), erected by him at the site of



work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc. and in short shall leave the site in a neat and tidy condition.

17. The contractors in the course of their works should understand that all material (e.g stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed off in the interest of Employer.
18. The contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submission of the bid.
19. The contractor shall have to make temporary approach roads, etc. at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer. The contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be Provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.
20. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.
21. No material shall be removed from the site without the written permission of the Engineer.
22. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within site areas if any shall be deemed to have been included in the rates quoted by the Contractor and no extra payment will be made.  
  
The rates shall be deemed inclusive of such incidental charges.
23. The Contractor shall execute all works at their own cost for diversion of water away from the work areas as per site requirements to have full satisfaction of Engineer Incharge and no additional payment will be made on this account.
24. The Engineer reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Engineer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not removed within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.
- 24.1 If the Contractor fails to complete the work within the scheduled period then the Contractor will bear the cost for any additional expenditure incurred by the Consultants for the supervision of his work in the additional time required for the completion of the work at a prorata basis. This amount will be deducted from the monies due to the respective Contractor by the Engineer, and paid to the Consultants as compensation.
- 24.2 If the work is delayed due to no fault of the Contractor then the Client shall bear the cost of any additional expenditure incurred by Consultants for the supervision of his work in the additional time required for the completion of the work at a prorata basis



**25. ATTENDANCE OF MEETINGS**

- 25.1 The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to tile work and the contract, without any compensation from the Employer.
- 25.2 The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the site.
- 25.3 The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.

**26. DOCUMENTS NOT TO BE ALTERED OR MUTILATED**

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. The Bidder or his legally authorized representative must sign alterations of already written prices in the place of alteration.

**27. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER**

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

**28. ACCESS AND EXISTING ROADS**

If the Contractor finds it necessary or elects to use existing roads, the Contractor shall make all necessary arrangements and obtain all permits from the relevant departments for travel over and use of such roads. The contractor shall observe all rules regulations of the concerned department regarding the use of said roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of his use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation nor interference.

**29. FIRST AID FACILITIES**

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.



**30. FINAL HAND-OVER**

At the end of the Period of Maintenance stipulated in the contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after inspection of work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final hand-over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

**31. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE**

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

**32. PROGRESS PHOTOGRAPHS**

The Contractor shall furnish to the Employer and to the Engineer every two weeks at least six photographs to clearly show the progress of construction. The photographs shall be submitted in glossy prints 20 cm x 20 cm. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on face of photographs. The set of photographs of the Engineer should accompany respective negatives.

**33. SITE ORDER BOOK**

The Contractor shall maintain site order book (of triplicate leaves at the Site, for taking down instruction of the Engineer and / or Employer with out any obligation and charges to the Employer / Engineer.

**34. BAR BENDING SCHEDULE**

The contractor shall be responsible for the preparation of all bar bending schedules at his cost which shall be based on structural drawings supplied by the Engineer and shall get them approved before the actual execution of work.

**35. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS**

The Contractor shall, during the execution of the work, submit to the Employer (3 copies), Engineer (2 copies) and Supervision Consultants (2 copies) so as to reach them in the first week of every calendar month, a report on the actual progress the works attained by him during the preceding month fully supported with colour photographs of (5"x7") size, at least 15, depicting the complete stages of the works. Each photograph should be properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographs. The report will be submitted on the standard format to be supplied later on.