

# **INVITATION FOR BID**

Published in Dawn 11-10-2017

**Employment through Skill**

**Sindh Technical Education & Vocational Training Authority (STEVTa)**

ST-19, Block 6, Gulshan-e-Iqbal, Near NIPA, Karachi.  
Phone No. 99244 112-17 Fax No. 992 44118  
Email: stevta.gos@gmail.com Website: www.stevta.gos.pk

**TENDER NOTICE**

Sindh Technical Education & Vocational Training Authority (STEVTa), invites Sealed Bids from already Pre-Qualified Contractors duly registered with Income Tax, Sindh Revenue Board (SRB) and Pakistan Engineering Council (PEC) in Category C-5 or above, on Single Stage-One Envelope procedure under provisions of SPPRA Rules-2010 for the following Schemes of Establishment of 09 Government Vocational Training Centres in Sindh (Package IV):

S#	Scope of Work	Date/Time of Opening
01	Establishment of GVTC at Banguldero, District Larkana	08.11.2017 10:30 am
02	Establishment of GVTC at Bhando Qubo, District Larkana	08.11.2017 11:00 am
03	Establishment of GVTC at Village Syed Noor Ali Shah Deh 373-A, UC Roshanabad Taluka Jhudo, District Mirpurkhas	08.11.2017 11:30 am
04	Establishment of GVTC at Piryallo, Taluka Kingri, District Khairpur	08.11.2017 12:00 Noon
05	Establishment of GVTC at Village Dargah Khush Khair Muhammad Faqir, District Khairpur	09.11.2017 10:00 am
06	Establishment of GVTC at Imamabad Siyal, District Naushero Feroze	09.11.2017 10:30 am
07	Establishment of GVTC at Village Haji Fateh Muhammad Rajar, Distt. Umerkot	09.11.2017 11:00 am
08	Establishment of GVTC at Machur, Bhira City, District Naushero Feroze	09.11.2017 11:30 am
09	Establishment of GVTC at Village Sajano Jo Par UC Peerani, Taluka & District Tharparkar	09.11.2017 12:00 Noon

Complete Set of Bidding Documents will be issued to already Pre-Qualified Contractors (for the Scheme / Package) from the Date of Publication of this Notice in Newspapers on (Non Refundable) Payment of Tender Fee of Rs. 2,000/- for Each Tender in the shape of Pay Order in the favour of Sindh Technical Education & Vocational Training Authority (STEVTa), Government of Sindh, on any Working Day up to One Day before the Date of Opening of respective Tender.

All Bids must be accompanied by a Bid Security of the amount of Equal to 2% of Bidding Amount in shape of Pay Order in the name of Sindh Technical Education & Vocational Training Authority and must be delivered to Office of Undersigned at least One Hour before on the Date of Opening. Bids will be opened on as per schedule given above in the presence of Tender Opening Committee and Bidders/Authorized Representatives who wish to attend, in the Office of Director Works & Services STEVTa, located at ST-19, Block-6, Gulshan-e-Iqbal, Near NIPA, Karachi. Phone Nos. (021) 99244112-17 Fax No. (021) 99244 118.

Sindh Technical Education & Vocational Training Authority (STEVTa) may reject all or any Bid subject to the relevant provisions of SPPRA Rules.

Director, Works & Services  
**STEVTa**

**Employment through Skill**

**Sindh Technical Education & Vocational Training Authority (STEVTa)**

ST-19, Block 6, Gulshan-e-Iqbal, Near NIPA, Karachi  
Phone No. 99244 112-17 Fax No. 992 44118  
Email: stevta.gos@gmail.com Website: www.stevta.gos.pk

**TENDER NOTICE**

Sindh Technical Education & Vocational Training Authority (STEVTa), invites Sealed Bids from already Pre-Qualified Contractors duly registered with Income Tax, Sindh Revenue Board (SRB) and Pakistan Engineering Council (PEC) in Category C-5 or above, on Single Stage-One Envelope procedure under provisions of SPPRA Rules-2010 for the following Schemes of Umbrella PC-I (Package I & II):

S#	Scope of Work	Date/Time of Opening
<b>PACKAGE-I</b>		
01	Establishment of Polytechnic Institute @ Karimabad F.B. Area, Gulberg Town, Karachi	06.11.2017 10:30 am
02	Establishment of Govt: Polytechnic Institute at Orangi Town, Karachi	06.11.2017 11:00 am
03	Introduction of B.Tech Courses in Existing Polytechnic Institute @ Korangi 51/A, Khi	06.11.2017 11:30 am
04	Establishment of Govt: Polytechnic Institute for Boys @ Surjani, GADAP Town, Karachi	06.11.2017 12:00 Noon
<b>PACKAGE-II</b>		
01	Upgradation of Government Saifeo Eide Zahabi Institute of Technology to the level of College of Technology, North Nazimabad Karachi (Addition of B.Tech Course)	07.11.2017 10:30 am
02	Establishment of Govt: Polytechnic Institute for Girls @ Surjani, GADAP Town, Karachi	07.11.2017 11:00 am
03	Introduction of B.Tech Courses in Existing Establishment of Govt: Polytechnic Institute for Women @ Korangi Town Karachi	07.11.2017 11:30 am
04	Establishment of Government Monotechnic Institute, Golarchi	07.11.2017 12:00 Noon

Complete Set of Bidding Documents will be issued to already Pre-Qualified Contractors (for the Scheme / Package) from the Date of Publication of this Notice in Newspapers on (Non Refundable) Payment of Tender Fee of Rs. 2,000/- for Each Tender in the shape of Pay Order in the favour of Sindh Technical Education & Vocational Training Authority (STEVTa), Government of Sindh, on any Working Day up to One Day before the Date of Opening of respective Tender.

All Bids must be accompanied by a Bid Security of the amount of Equal to 2% of Bidding Amount in shape of Pay Order in the name of Sindh Technical Education & Vocational Training Authority and must be delivered to Office of Undersigned at least One Hour before on the Date of Opening. Bids will be opened on as per schedule given above in the presence of Tender Opening Committee and Bidders/Authorized Representatives who wish to attend, in the Office of Director Works & Services STEVTa, located at ST-19, Block-6, Gulshan-e-Iqbal, Near NIPA, Karachi. Phone Nos. (021) 99244112-17 Fax No. (021) 99244 118.

Sindh Technical Education & Vocational Training Authority (STEVTa) may reject all or any Bid subject to the relevant provisions of SPPRA Rules.

Director, Works & Services  
**STEVTa**

Page No. 1-4

## **TABLE OF CONTENTS**

<b>Description</b>	<b>Page No.</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>5</b>
<b>A. General</b>	
IB.1 Scope of Bid	<b>6</b>
IB.2 Source of Funds	<b>6</b>
IB.3 Eligible Bidders	<b>6</b>
IB.4 One Bid Per Bidder	<b>7</b>
IB.5 Cost of Bidding	<b>7</b>
IB.6 Site Visit	<b>7</b>
<b>B. Bidding Documents</b>	
IB.7 Contents of Bidding Documents	<b>9</b>
IB.8 Clarification of Bidding Documents	<b>9</b>
IB.9 Amendment of Bidding Documents	<b>10</b>
<b>C. Preparation of Bids</b>	
IB.10. Language of Bid	<b>10</b>
IB.11 Documents Accompanying the Bid	<b>10</b>
IB.12 Bid Prices	<b>12</b>
IB.13 Currencies of Bid and Payment	<b>14</b>
IB.14 Bid Validity	<b>14</b>
IB.15 Bid Security	<b>15</b>
IB.16 Alternate Proposals by Bidder	<b>16</b>
IB.17 Pre-Bid Meeting	<b>16</b>
IB.18 Format and Signing of Bid	<b>17</b>
<b>D. Submission of Bids</b>	
IB.19 Sealing and Marking of Bids	<b>18</b>
IB.20 Deadline for Submission of Bids	<b>19</b>
IB.21 Late Bids	<b>20</b>
IB.22 Modification, Substitution and Withdrawal of Bids	<b>20</b>
<b>E. Bid Opening and Evaluation</b>	
IB.23 Bid Opening	<b>21</b>
IB.24 Process to be Confidential	<b>21</b>
IB.25 Clarification of Bids	<b>22</b>
IB.26 Examination of Bids and Determination of Responsiveness	<b>22</b>

IB.27	Correction of Errors	22
IB.28	Evaluation and Comparison of Bids	23
<b>F.</b>	<b>Award of Contract</b>	
IB.29	Award	24
IB.30	Employer's Right to Accept any Bid and to Reject any or all Bids	25
IB.31	Notification of Award	25
IB.32	Performance Security	25
IB.33	Signing of Contract Agreement	26
IB.34	General Performance of the Bidders	26
IB.35	Integrity Pact	26
IB.36	Instructions Not Part of Contract	26
<b>BIDDING DATA</b>		<b>27-30</b>
<b>FORM OF BID AND APPENDICES TO BID</b>		<b>31-33</b>
Appendix-A to Bid	: Special Stipulations	<b>34-35</b>
Appendix-B to Bid	: Foreign Currency Requirements	<b>36</b>
Appendix-C to Bid	: Price Adjustment (Under Clause 70)	<b>37</b>
Appendix-D to Bid	: Bill of Quantities	<b>38</b>
Appendix-E to Bid	: Proposed Construction Schedule	<b>39</b>
Appendix-F to Bid	: Method of Performing the Work	<b>40</b>
Appendix-G to Bid	: List of Major Equipment - Related Items	<b>41-42</b>
Appendix-J to Bid	: Estimated Progress Payments	<b>43</b>
Appendix-K to Bid	: Organization Chart of the Supervisory Staff and Labour	<b>44</b>
Appendix-L to Bid	: Estimated Progress Payments	<b>45-46</b>
<b>FORMS</b>		
BID SECURITY		<b>48-49</b>
PERFORMANCE SECURITY		<b>50-52</b>
CONTRACT AGREEMENT		<b>53-54</b>
MOBILIZATION ADVANCE GUARANTEE/BOND		<b>55-56</b>
<b>SPECIAL PROVISIONS</b>		
<b>PART-I: GENERAL CONDITIONS OF CONTRACT</b>		<b>57-59</b>
<b>PART-II: PARTICULAR CONDITIONS OF CONTRACT</b>		<b>60-114</b>
<b>LIST OF TENDER DRAWINGS</b>		<b>(attached)</b>

# **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 The Employer as defined below hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described below and summarized referred to as the "Works".

**Name and address of the Employer:**

The Employer is Sindh Technical Education and Vocational Training Authority, Karachi.

Phone: (92-21) 9924-4112-7      Fax No. (92-21) 9924-4112-8

**Name of the Project & Summary of the Works:**

Up-Gradation of Govt. Saif-e Zahabi Institute of Technology, N.Nazimabad, Karachi (Addition of B-Tech Course)

The works involves completion of remaining work of existing ground floor and construction of new first floor at Govt. Saif-e Zahabi Institute of Technology, Karachi and other allied work including execution of Civil, Electrical, Plumbing and allied works in accordance with the Design, Drawings, Technical Specifications, Bill of Quantities and instructions of the Client / Consultant with special emphasis on Quantity and Quality control ethics.

- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### IB.2 Source of Funds

- 2.1 The Employer has arranged funds from his own sources and it is intended that part of the proceeds of this will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

#### IB.3 Eligible Bidders

- 3.1 This invitation for Bids is open to Prequalified bidders only meeting the following requirements:
- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category C-5 and their license should be valid for the Current calendar year.

- b. Technically and Financially capable firms having adequate managerial capacity.
- c. Duly Security Cleared / Approved / Pre-Qualified by the STEVTA-Karachi.

**IB.4 One Bid per Bidder**

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

**IB.5 Cost of Bidding**

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

**IB.6 Site Visit**

- 6.1 The bidders 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 bid and entering into a contract for construction of the Works. Site visit will be organized by the Employer and will be held on \_\_\_\_\_ 2017. The prospective bidders will coordinate, in advance of the date of Site visit, with employer for time and place of gathering and other arrangements before proceeding to the Site. All costs in respect of Site Visit shall be at the bidder's own expense.
- 6.2 The bidders 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 bidders, 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.

- 6.3 The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following:
- a). The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work.
  - b). The quantities and nature of the work and materials necessary for completion of the works.
  - c). The means of access to the site of work and exit from the site.
  - d). The available accommodation on land for Contractor's camp within or outside the site of work.
  - e). All necessary information as to risks, contingencies and other circumstances, which may influence or affect the Bid prices.
  - f). The type and nature of soil existing in area of work.
  - g). The existing condition at Site.
- 6.4 Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity and other materials or things required for in connection with the Works.

In preparing the Bid, The Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.

The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making the Bid and fixing the rates and prices in the Bill of Quantities. He must also satisfy himself as to the risks, obligation and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.

The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his Bid.



## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents are those stated below and should be read in conjunction with any addenda issued in accordance with clause IB.9.

#### **Volume: I**

Invitation for Bids

Instructions to Bidders

Form of Bid and Appendices

Forms - Bids Security, Performance Security, Mobilization Advance, Security and Contract Agreement

Conditions of Contract - Part I, General Conditions

Conditions of Contract - Part II, Particular Conditions

List of Bidding Drawings

#### **Volume: II**

Specifications - Special and Technical Provisions

#### **Volume: III**

Bill of Quantities / Scheduled of Prices

#### **Volume: IV**

Tender Drawings of Civil, Plumbing and Electrical Works

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

### **IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than **07 (Seven) Days** prior to the deadline for submission of bids.

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

**IB.9 Amendment of Bidding Documents**

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

**C. PREPARATION OF BIDS**

**IB.10 Language of Bid**

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the **English** language and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

**IB.11 Documents Accompanying the Bid**

- 11.1 Each bidder shall:
  - (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
  - (b) The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of Bid in meeting requirements for timely Completion of works and taking into account the various appendices to Bid specified into instructions to bidder.

Update the information indicated with the application for prequalification, and continues 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 alongwith average annual construction turnover;
- (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.

and

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) The bid and in case of a successful bid, the Form of Contract 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 Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid 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 partners without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

#### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding 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 bidder.

- 12.2 The bidders 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 bidder 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 bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

- (a). The Bidder by the act of submitting a Bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the Bidders may make from the information furnished by the Employer or the Engineer. No verbal agreement conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract shall effect or modify any of the terms or obligations contained or implied in the Contract.
- b). The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing, and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his Bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.
- c). Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the

execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handling over the acceptably completed works.

- d). The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described thereunder and shall be deemed to include all costs of performing the Works including the taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.

- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees. The Employer shall make payment only in Pak Rupees and no foreign currency payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.

### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the **90 Days** after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified

additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

**IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security of minimum 2% of Bid Price in the form of Pay order / Bank Draft / Banker's cheque in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call / Pay Order or a Bank Guarantee issued by a Scheduled Bank (A Rated) in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank (A Rated) in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
  - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:

- (i) furnish the required Performance Security; or
- (ii) sign the Contract Agreement.

**IB.16 Alternate Proposals by Bidder**

Alternate proposals by Bidders are not invited. Bidders will only quote for the design / drawings, as provided in the Bidding Documents.

**IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

**Venue, time and date of the Pre-Bid Meeting:**

The Pre-Bid meeting will be held in the office of the Director Works & Services, Karachi at \_\_\_\_ AM on \_\_\_\_\_ 2017.

Phone: (92-21) 9924-4112-7                      Fax No: 9924-4118

- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

**(a) Errors, Omissions and Queries:**

The Bidder shall notify "the Employer" of any inconsistencies, errors and omissions found in the Bid Documents, prior to the Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of the Bid. All queries shall be directed to **The Director (Works & Services) STEVTA, Karachi**



- (b) The **STEVT, Karachi** is not responsible for any verbal communications or instructions to the Bidders or accuracy of the Bid Documents.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed duly signed and stamped.
- 18.3 No alteration is to be made in the Form of Bid 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 bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations **One (1) original and Two (2) Copies**, of the documents comprising the bid as described in Clause IB.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 bid 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 bidder pursuant to

Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

- 18.6 The bid 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 bidder, in which case such corrections shall be initialed by the person or persons signing the bid. "Over-Writing, erasures, use of whitening, fluid and correction tape for making corrections is not permitted. Non compliance of these instructions may be construed as sufficient ground to render the bid non-responsive"
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

Bids shall be prepared and submitted on the form of "the Bid" provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording. Bids with incomplete and / or unsigned Form of Bid may be rejected / considered Non Responsive. The bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof.

The Bids must conform in all respects to the Bid Documents.

- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

##### **IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid 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 Director (Works & Services) STEVTA, ST-19, Block-6, Gulshan-e-Iqbal, Karachi.

Phone: (92-21) 9924-4112-7, Fax No: 9924-4118

- (b) bear the Contract Name: Up-Gradation of Govt. Saif-e Zahabi Institute of Technology, N.Nazimabad, Karachi (Addition of B-Tech Course)
- (c) provide a warning not to open before the time and date for bid opening.

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 bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.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 Bid.

## **IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Invitation for Bid.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of

such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

- (d) Upon request, acknowledgment of receipt of bids 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 bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **IB.21 Late Bids**

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

### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

## **E. BID OPENING AND EVALUATION**

### **IB.23 Bid Opening**

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitations for Bids. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, the amount of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 The Consultant on behalf of Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

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

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

## **IB.25 Clarification of Bids**

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, 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 bid 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 bids in accordance with Clause IB.28.

## **IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding 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 Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **IB.27 Correction of Errors**

- 27.1 Bids 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 Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

#### **IB.28 Evaluation and Comparison of Bids**

- 28.1 The Consultant on behalf of the Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
  - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
  - (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 Bid evaluation.

- 28.4 If the Bid of the successful bidder 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 bidder 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 take action under Sub-Clause 28.5 or may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.
- 28.5 A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and / or unworkable rates of major items of work.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or bidder's capacities, may require the suppliers or contractors to provide additional information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.



### **IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation.

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid 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 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of acceptable Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.32 Performance Security**

- 32.1 The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer unconditional, irrevocable Bank Guarantee from a Bank located outside Pakistan duly counter - guaranteed by a Scheduled Bank of Pakistan, in favour of Employer, valid for a period (upto the completion of the Project) after the date of issue of Defect Liability Certificate.

- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.33 Signing of Contract 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 bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the duly completed Contract Agreement by the successful bidder from the Employer.

### **IB.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 any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land 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.

### **IB.35 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

### **IB.36 Instructions not Part of Contract**

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

## **BIDDING DATA**

## **BIDDING DATA**

### **1.1 Name and address of the Employer:**

The Employer is Sindh Technical Education and Vocational Training Authority, Karachi-75280.

Phone: (92-21) 9924-4112-7

Fax No: (92-21) 9924-4118

### **Name of the Project & Summary of the Works:**

Up-Gradation of Govt. Saif-e Zahabi Institute of Technology, N.Nazimabad, Karachi (Addition of B-Tech Course)

The works involve completion of remaining work of existing ground floor and construction of new first floor at Govt. Saif-e Zahabi Institute of Technology, Karachi and other allied work including execution of Civil, Electrical, Plumbing and allied works in accordance with the Design, Drawings, Technical Specifications, Bill of Materials and instructions of the Client / Consultant with special emphasis on Quantity and Quality control ethics.

### **IB.2 Source of Funds**

The **STEVTA, Karachi** has arranged funds from his own sources and it is intended that part of the proceeds of this will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

### **IB. 8.1 Time Limits for Clarification:**

The Employer will respond to any request for clarification which he receives earlier than **07 (Seven) Days** prior to the deadline for submission of bids.

### **IB. 10 Language of Bid**

The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the English language.

### **IB.11(b) Furnish Technical Proposal:**

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of Bid in meeting requirements for timely Completion of works and taking into account the various appendices to Bid specified in instructions to bidder.

**IB.13 Currencies of Bid and Payment**

The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees. The Employer shall make payment only in Pak Rupees and no foreign currency payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.

**IB.14.1 Bid Validity**

Bids shall remain valid for the **90 Days** after the Date of Bid Opening.

**IB.15.1 Bid Security**

Minimum 2% of Bid Price in the form of Pay order / Bank Draft / Banker's cheque.

**IB.17.1 Pre-Bid Meeting****Venue, time and date of the Pre-Bid Meeting:**

The Pre-Bid meeting will be held in the office of the Director (Works & Services) STEVTA, Karachi

Phone: (92-21) 9924-4112-7                      Fax No: (92-21) 9924-4118

Time: \_\_\_\_\_ AM    Dated: \_\_\_\_\_ 2017.

**IB.18.4 Number of copies of the completed Bid Documents to be submitted:**

(1) one Original and (2) two copies.

**IB.19 Sealing and Marking of Bids****19.2 (a) Employer's address for the purpose of Bid submission:**

The Director (Works & Services) STEVTA, Karachi.  
Phone: (92-21) 9924-4112-7

**IB.19.2(b) Name and Number of the Contract:**

bear the Contract Name: Up-Gradation of Govt. Saif-e Zahabi Institute of Technology, N.Nazimabad, Karachi (Addition of B-Tech Course)

**IB.20.1 Deadline for submission of Bids:**

As notified in "Invitation to Bids"

**IB.23.1 Venue, Time and Date of Bid opening:**

As notified in "Invitation to Bids"

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

The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the Employer unconditional, irrevocable Bank Guarantee from a Bank located outside Pakistan duly counter - guaranteed by a Scheduled Bank of Pakistan, in favour of Employer, valid for a period (upto the completion of the Project) after the date of issue of Defect Liability Certificate.

# **FORM OF BID & APPENDICES TO BID**

## FORM OF BID

Bid Reference No. Up-Gradation of Govt. Saif-e-Ede Zahabi Institute of Technology, N.Nazimabad, Karachi (Addition of B-Tech Course)

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, 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 Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened.
4. We undertake, if our Bid 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 Bid.
5. We agree to abide by this Bid for the period of 90 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 Bid, together with your written acceptance thereof, shall constitute a binding contract between us.



7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address.

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

Occupation \_\_\_\_\_

## Appendix-A to Bid

**SPECIAL STIPULATIONS**

## Clause Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency	2.1	The variation amount shall not exceed overall 2% of the Contract Price during the currency of the Contract.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance in the form of bank guarantee issued by a Scheduled Bank of Pakistan or Insurance companies i.e. NJI, EFU & Adamjee.
3.	Time for Furnishing Program	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 500,000 per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence.
6.	Time for Completion	43.1, 48.2	<b>12 Months</b> from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	One tenth of one percent (0.10%) for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.

8.	Defects Liability Period	49.1	180 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	5% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	10% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 03 (Three) Million
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	(28) Twenty Eight Days. (No interest shall be paid in case of any delay in payment).
13.	Mobilization Advance (Interest Free)	60.12	10% of Contract Price stated in the Letter of Acceptance against unconditional and irrevocable bank guarantee from a scheduled bank of Pakistan.

## FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums \_\_\_\_\_%.
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

DELETED

## PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

Cost Element	Description	Weightages	Applicable Index
1	2	3	4
(i)	Fixed Portion		
(ii)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Reinforcing Steel		" "
	Total		" "

**Notes:**

- 1) Indices for "(ii)" to "(iii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

**Appendix-D to Bid****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 bidding. 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 entered 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 entered 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 Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. 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.
5. 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.
6. 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 Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. 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 Sub-Clause 58.2 of Part I, General Conditions of Contract.

**Appendix-E to Bid****PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<b><u>Description</u></b>	<b><u>Time for Completion</u></b>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d) _____	_____ days
e) _____	_____ days

**Appendix-F to Bid**

**METHOD OF PERFORMING THE WORK**

[The Bidder 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 Bid**

**LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The Bidder 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].

Appendix-G to Bid

**LIST OF MAJOR EQUIPMENT**

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

## Appendix-J to Bid

**ESTIMATED PROGRESS PAYMENTS**

Bidder'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:

<b>Quarter/ Year/ Period</b>	<b>Amounts (1,000 Rs.)</b>
<b>1</b>	<b>2</b>
Ist Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	
5 <sup>th</sup> Quarter	
6 <sup>th</sup> Quarter	
7 <sup>th</sup> Quarter	
8 <sup>th</sup> Quarter	
9 <sup>th</sup> Quarter	
<b>Bid Price</b>	

**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**

**(INTEGRITY PACT)****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY CONTRACTORS.**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

.....

[ Procuring Agency]

[Contractor]

# **FORMS**

**BID SECURITY**

**PERFORMANCE SECURITY**

**CONTRACT AGREEMENT**

**MOBILIZATION ADVANCE GUARANTEE / BOND**

## **BID SECURITY** **(Bank Guarantee)**

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

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

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

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) 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 Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders 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 Bidder 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 pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for



signature

**BS-2**

enter into a formal Contract with the said Employer in accordance with his Bid 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 non-withdrawal of the said Bid within the time specified for its validity 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) and without requiring the Employer to prove or to show grounds or reasons for such demand, 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 (Bidder) 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 (Bidder) 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.

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

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

-----

Name, Title & Address

## FORM OF PERFORMANCE SECURITY (Bank Guarantee)

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

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, 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 Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are

fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

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

Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Name, Title & Address

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_(month) 2017 between \_\_\_\_\_ (hereafter called the "Employer") of the one part and \_\_\_\_\_ (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 Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth 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 after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
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 and remedy defects therein in conformity and in all respects with the provisions of the Contract.
3. 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 on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

-----  
(Seal)

Signature of Employer

-----  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

-----

(Name, Title and Address)

Witness:

-----

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE/BOND**

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 to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, \_\_\_\_\_ (Scheduled Bank in Pakistan or Insurance Company 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 fulfilment 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 \_\_\_\_\_).

**MG-2**

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)



**PART-I**

**GENERAL CONDITIONS OF  
CONTRACT**



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEIL

## CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

### PART I GENERAL CONDITIONS

The Condition of Contract, Part-I: General Conditions shall be those forming Part-I of the "Conditions of Contract for Works of Civil Engineering Construction", fourth edition 1987, reprinted in 1992 with further amendments, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Part-II hereof entitled "Particular Conditions of Contract."

Copies of the FIDIC Conditions of Contract can be obtained from:

#### **FIDIC Secretariat**

Tel: +41 22 799 49 00

Mobile: + 41 79 298 96 66

Fax: + 41 22 799 49 01

Email: [fidic@fidic.org](mailto:fidic@fidic.org)

W@P: [www.FIDIC.org](http://www.FIDIC.org)

Web: [www.FIDIC.org](http://www.FIDIC.org)

#### **Office**

World Trade Center II

Geneva Airport

29 Route de Pré-Bois, Cointrin

CH-1215 Geneva 15, Switzerland

#### **Postal Address**

Box 311, CH-1215 Geneva 15, Switzerland

#### **FIDIC Bookshop**

Tel: +41 22 799 49 05

Fax: +41 22 799 49 01

Email: [fidic.pub@fidic.org](mailto:fidic.pub@fidic.org)

Note: The Bidder shall purchase the copy of the FIDIC Conditions of Contract directly from the FIDIC and include in the Bidding Documents duly signed / stamped as per instructions to Bidders.

**PART-II**

**PARTICULAR CONDITIONS OF  
CONTRACT**

# TABLE OF CONTENTS

CLAUSE	DESCRIPTION
1.1	Definitions
1.2	Headings and Marginal Notes
1.3	Interpretation
1.4	Singular and Plural
1.5	Notices, Consents, Approvals, Certificates and Determinations
2.1	Engineer's Duties and Authority
2.2	Engineer's Representative
2.3	Engineer's Authority to Delegate
2.4	Appointment of Assistants
2.5	Instructions in Writing
2.6	Engineer to Act Impartially
2.7	Engineer Not Liable
2.8	Replacement of the Engineer
3.1	Assignment of Contract
4.1	Subcontracting
4.2	Assignment of Subcontractors' Obligations
5.1	Language(s) and Law
5.2	Priority of Contract Documents
6.1	Custody and Supply of Drawings and Documents
6.2	One Copy of Drawings to be Kept on Site
6.3	Disruption of Progress
6.4	Delays and Cost of Delay of Drawings
6.5	Failure by Contractor to Submit Drawings
6.6	Shops Drawings
6.7	As Build Drawings
6.8	Details to be Confidential
7.1	Supplementary Drawings and Instructions
7.2	Permanent Works Designed by Contractor
7.3	Responsibility Unaffected by Approval
8.1	Contractor's General Responsibilities
8.2	Site Operations and Methods of Construction
9.1	Contract Agreement
10.1	Performance Security
10.2	Period of Validity of Performance Security
10.3	Claims under Performance Security
10.4	Performance Security Binding on Variation and Changes
11.1	Inspection of Site
12.1	Sufficiency of Tender
12.2	Not Foreseeable Physical Obstructions or Conditions
13.1	Work to be in Accordance with Contract
14.1	Programme to be Submitted
14.2	Revised Programme

- 14.3 Cash Flow Estimate to be Submitted
- 14.4 Contractor not Relieved of Duties or Responsibilities
- 14.5 Detailed Programme and Monthly Progress Report
- 15.1 Contractor's Superintendence
- 15.2 Language Ability of Contractor's Representative
- 15.3 Contractor's Representative
- 16.1 Contractor's Employees
- 16.2 Engineer at Liberty to Object
- 16.3 Language Ability of Superintending Staff of Contractor
- 16.4 Employment of Local Personnel
- 17.1 Setting-out
- 18.1 Boreholes and Exploratory Excavation
- 19.1 Safety, Security and Protection of the Environment
- 19.2 Employer's Responsibilities
- 19.3 Safety Precautions
- 19.4 Lighting Works at Night
- 20.1 Care of Works
- 20.2 Responsibility to Rectify Loss or Damage
- 20.3 Loss or Damage Due to Employer's Risks
- 20.4 Employer's Risks
- 21.1 Insurance of Works and Contractor's Equipment
- 21.2 Scope of Cover
- 21.3 Responsibility for Amounts not Recovered
- 21.4 Exclusions
- 22.1 Damage to Persons and Property
- 22.2 Exceptions
- 22.3 Indemnity by Employer
- 23.1 Third Party Insurance (including Employer's Property)
- 23.2 Minimum Amount of Insurance
- 23.3 Cross Liabilities
- 24.1 Accident or Injury to Workmen
- 24.2 Insurance Against Accident to Workmen
- 25.1 Evidence and Terms of Insurances
- 25.2 Adequacy of Insurances
- 25.3 Remedy on Contractor's Failure to Insure
- 25.4 Compliance with Policy Conditions
- 25.5 Insurance Company
- 26.1 Compliance with Statutes, Regulations
- 27.1 Fossils
- 28.1 Patent Rights
- 28.2 Royalties
- 29.1 Interference With Traffic and Adjoining Properties
- 30.1 Avoidance of Damage to Roads
- 30.2 Transport of Contractor's Equipment or Temporary Works
- 30.3 Transport of Materials or Plant
- 30.4 Waterborne Traffic
- 30.5 Extraordinary Traffic

- 31.1 Opportunities for Other Contractors
- 31.2 Facilities for Other Contractors
- 31.3 Co-operation with Other Contractors
- 32.1 Contractor to Keep Site Clear
- 33.1 Clearance of Site on Completion
- 34.1 Engagement of Staff and Labour
- 34.2 Rates of Wages and Conditions of Labour
- 34.3 Employment of Persons in the Service of Others
- 34.4 Housing for Labour
- 34.5 Health and Safety
- 34.6 Epidemics
- 34.7 Supply of Water
- 34.8 Alcoholic Liquor or Drugs
- 34.9 Arms and Ammunition
- 34.10 Festivals and Religious Customs
- 34.11 Disorderly Conduct
- 34.12 Compliance by Subcontractors
- 34.13 Repatriation of Labour
- 34.14 Safety Officer
- 34.15 First Aid Facilities
- 34.16 Dangerous Materials
- 34.17 Commercial Activities
- 34.18 Publications and Photographs
- 35.1 Returns of Labour and Contractor's Equipment
- 35.2 Records of Safety and Health
- 35.3 Reporting of Accidents
- 36.1 Quality of Materials, Plant and Workmanship
- 36.2 Cost of Samples
- 36.3 Cost of Tests
- 36.4 Cost of Tests not Provided for
- 36.5 Engineer's Determination where Tests not Provided for
- 36.6 Use of Pakistani Materials and Services
- 37.1 Inspection of Operations
- 37.2 Inspection and Testing
- 37.3 Dates for Inspection and Testing
- 37.4 Rejection
- 37.5 Independent Inspection
- 38.1 Examination of Work before Covering up
- 38.2 Uncovering and Making Openings
- 39.1 Removal of Improper Work, Materials or Plant
- 39.2 Default of Contractor in Compliance
- 40.1 Suspension of Work
- 40.2 Engineer's Determination following Suspension
- 40.3 Suspension lasting more than 84 Days
- 41.1 Commencement of Works
- 42.1 Possession of Site and Access Thereto
- 42.2 Failure to Give Possession

- 42.3 Rights of Way and Facilities
- 43.1 Time for Completion
- 44.1 Extension of Time for Completion
- 44.2 Contractor to Provide Notification and Detailed Particulars
- 44.3 Interim Determination of Extension
- 45.1 Restriction on Working Hours
- 46.1 Rate of Progress
- 47.1 Liquidated Damages for Delay
- 47.2 Reduction of Liquidated Damages
- 48.1 Taking-Over Certificate
- 48.2 Taking-Over of Sections or Parts
- 48.3 Substantial Completion of Parts
- 48.4 Surfaces Requiring Reinstatement
- 49.1 Defects Liability Period
- 49.2 Completion of Outstanding Work and Remedying Defects
- 49.3 Cost of Remedying Defects
- 49.4 Contractor's Failure to Carry Out Instructions
- 50.1 Contractor to Search
- 51.1 Variations
- 51.2 Instructions for Variations
- 52.1 Valuation of Variations
- 52.2 Power of Engineer to Fix Rates
- 52.3 Variations Exceeding 15 percent
- 52.4 Daywork
- 53.1 Notice of Claims
- 53.2 Contemporary Records
- 53.3 Substantiation of Claims
- 53.4 Failure to Comply
- 53.5 Payment of Claims
- 54.1 Contractor's Equipment, Temporary Works and Materials;  
Exclusive Use for the Works.
- 54.2 Employer not Liable for Damage
- 54.3 Customs Clearance
- 54.4 Re-export of Contractor's Equipment
- 54.5 Conditions of Hire of Contractor's Equipment
- 54.6 Costs for the Purpose of Clause 63
- 54.7 Incorporation of Clause in Subcontracts
- 54.8 Approval of Materials not Implied
- 55.1 Quantities
- 56.1 Works to be Measured
- 57.1 Method of Measurement
- 57.2 Breakdown of Lump Sum Items
- 58.1 Definition of "Provisional Sum"
- 58.2 Use of Provisional Sums
- 58.3 Production of Vouchers
- 59.1 Definition of "Nominated Subcontractors"
- 59.2 Nominated Subcontractors; Objection to Nomination

59.3	Design Requirements to be Expressly Stated
59.4	Payments to Nominated Subcontractors
59.5	Certification of Payments to Nominated Subcontractors
60.1	Monthly Statements
60.2	Monthly Payments
60.3	Payment of Retention Money
60.4	Correction of Certificates
60.5	Statement at Completion
60.6	Final Statement
60.7	Discharge
60.8	Final Payment Certificate
60.9	Cessation of Employer's Liability
60.10	Time for Payment
60.11	Not Used
60.12	Financial Assistance to Contractor
61.1	Approval only by Defects Liability Certificate
62.1	Defects Liability Certificate
62.2	Unfulfilled Obligations
63.1	Default of Contractor
63.2	Valuation at Date of Termination
63.3	Payment after Termination
63.4	Assignment of Benefit of Agreement
64.1	Urgent Remedial Work
65.1	No Liability for Special Risks
65.2	Special Risks
65.3	Damage to Works by Special Risks
65.4	Projectile, Missile
65.5	Increased Costs arising from Special Risks
65.6	Outbreak of War
65.7	Removal of Contractor's Equipment on Termination
65.8	Payment if Contract Terminated
66.1	Payment in Event of Release from Performance
67.1	Engineer's Decision
67.2	Amicable Settlement
67.3	Arbitration
67.4	Failure to Comply with Engineer's Decision
68.1	Notice to Contractor
68.2	Notice to Employer and Engineer
68.3	Change of Address
69.1	Default of Employer
69.2	Removal of Contractor's Equipment
69.3	Payment on Termination
69.4	Contractor's Entitlement to Suspend Work
69.5	Resumption of Work
70.1	Increase or Decrease of Cost
70.2	Subsequent Legislation
71.1	Currency Restrictions



72.1	Rates of Exchange
72.2	Currency Proportions
72.3	Currencies of Payment for Provisional Sums
73.1a	Payment of Income Tax
73.1b	Payment of Local Tax
73.1c	Foreign Taxation
73.2	Cost Inclusive of Duties and Taxes
73.3	Custom Clearance
74.1	Termination of Contract for Employer's Convenience
75.1	Liability of Contractor
76.1	Joint and Several Liability
77.1	Details to be Confidential

## **PART II - PARTICULAR CONDITIONS OF CONTRACT**

### **1.1 Definitions**

The entire text is deleted and substituted with the following:

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

(a) (i) "Employer" means STETA, Karachi

Phone: (92-21) 9924-4112-7, Fax No: (92-21) 9924-4118

(ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.

(iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.

(iv) "Engineer" means the **M/s. Shahzad Associates**, 2<sup>nd</sup> Floor, Farzana Building, Shaheed-e-Millat Road, Karachi. or any other competent person registered with PEC as Professional Engineer, appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that exception cases of professional misconduct, the outgoing Engineers is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

(v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.

(b) (i) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

- (ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.
- (iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".
- (vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
- (vii) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
- (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (c) (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.

- (d) (i) "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- (ii) "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.
- (e) (i) "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 therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2(a).
- (iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.
- (f) (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (ii) "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract
- (iii) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- (iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- (v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.

- (vi) "Section" means a part of the Works specifically identified in the Contract as a Section.
- (vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g) (i) "cost" means all expenditure properly incurred or to be incurred, whether, on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (ii) "day" means calendar day.
- (iii) "foreign currency" means a currency of a country other than that in which the Works are to be located.
- (iv) "writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

## **1.2 Headings and Marginal Notes**

Refer to Part I: General Conditions of Contract

## **1.3 Interpretation**

Refer to Part I: General Conditions of Contract

## **1.4 Singular and Plural**

Refer to Part I: General Conditions of Contract

## **1.5 Notices, Consents, Approvals, Certificates and Determinations**

Refer to Part I: General Conditions of Contract

## **2.1 Engineer's Duties and Authority**

The entire text is deleted and substituted with the following;

- (a) The Engineer shall carry out the duties specified in the Contract.

- (b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, however the Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:
- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
  - (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
  - (iii) Any action under Clause 10 "Performance Security" and Clauses 21, 23, 24 & 25 "Insurance" of sorts.
  - (iv) Any action under Clause 40 "Suspension".
  - (v) Any action under Clause 44 "Extension of Time for Completion".
  - (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
  - (vii) Issuance of "Taking Over Certificate" under Clause 48.
  - (viii) Issuing a Variation Order under Clause 51, except:
    - (a). in an emergency\* situation, as stated herebelow, or
    - (b). if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
  - (ix) Fixing rates or prices under Clause 52.
  - (x) Extra payment as a result of Contractor's claims under Clause 53.
  - (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
  - (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
  - (xiii) Issuance of "Defect liability Certificate" under Sub-Clause 62.1.

\* (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 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.)

Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

- (c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.
- (d) The Engineer shall obtain prior approval of the Employer before determining and agreeing for any kind of time extension for completion of Works or any amount of cost increase under the Contract, except in case of emergency situation as stated above.

## **2.2 Engineer's Representative**

The entire text is deleted and substituted with the following:

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.

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)

## **2.3 Engineer's Authority to Delegate**

Refer to Part I: General Conditions of Contract

## **2.4 Appointment of Assistants**

Refer to Part I: General Conditions of Contract

## **2.5 Instructions in Writing**

Refer to Part I: General Conditions of Contract

## **2.6 Engineer to Act Impartially**

Refer to Part I: General Conditions of Contract

## **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.

## **2.8 Replacement of the Engineer**

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

## **3.1 Assignment of Contract**

Refer to Part I: General Conditions of Contract

## **4.1 Subcontracting**

Refer to Part I: General Conditions of Contract

## **4.2 Assignment of Subcontractors' Obligations**

Refer to Part I: General Conditions of Contract

## **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**

The entire text is deleted and substituted with the following:

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows;

- (1) The Contract Agreement
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) Special Provisions
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions – Part I;
- (8) The priced Bill of Quantities (Appendix-D to Bid);
- (9) The completed Appendices to Bid (B, C, E to K);
- (10) The Drawings;
- (11) Technical Provisions; and
- (12) Any other documents forming part of the Contract.

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.

The following Sub-Clauses 6.6 and 6.7 are added:

### **6.1 Custody and Supply of Drawings and Documents**

Refer to Part I: General Conditions of Contract

### **6.2 One Copy of Drawings to be Kept on Site**

Refer to Part I: General Conditions of Contract

### **6.3 Disruption of Progress**

Refer to Part I: General Conditions of Contract

### **6.4 Delay and Cost of Delay of Drawings**

The entire text is deleted and substituted with the following:

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and / or
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

### **6.5 Failure by Contractor to Submit Drawings**

Refer to Part I: General Conditions of Contract

The following Sub-Clauses 6.6, 6.7 and 6.8 are added:

### **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 hard copies and one reproducible copy in AutoCAD format of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

## **6.8 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 Employer whose determination shall be final.

## **7.1 Supplementary Drawings and Instructions**

Refer to Part I: General Conditions of Contract

## **7.2 Permanent Works Designed by Contractor**

Refer to Part I: General Conditions of Contract

## **7.3 Responsibility Unaffected by Approval**

Refer to Part I: General Conditions of Contract

## **8.1 Contractor's General Responsibilities**

Refer to Part I: General Conditions of Contract

## **8.2 Site Operations and Methods of Construction**

Refer to Part I: General Conditions of Contract

## **9.1 Contract Agreement**

Delete the entire text and substitute:

The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at his own cost, in the form annexed to these Conditions with such modification as may be necessary. The Contractor shall provide ten copies of signed Contract Documents to the Employer in proper book form for record. All costs for preparing and providing the copies of the Contract Documents shall be borne by the Contractor.

## **10.1 Performance Security**

The Entire text is deleted and substituted with the following:

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 equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank (A Rated) in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank (A Rated) in Pakistan.

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

#### **10.2 Period of Validity of Performance Security**

Delete the entire text and substitute:

The performance security shall be valid until one month after the completion of the Defect Liability Period in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

#### **10.3 Claims under Performance Security**

Refer to Part I: General Conditions of Contract

The following Sub-Clause 10.4 is added:

#### **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.

#### **11.1 Inspection of Site**

The entire text is deleted and substituted with the following;

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- (a) the form and nature thereof, including the sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- (e) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

If any data is provided by the Employer, the Contractor is solely responsible for ascertaining the correctness of such data and the Employer shall not be liable in this behalf and no claim whatsoever in nature shall be entertained by the Engineer.

#### **12.1 Sufficiency of Tender**

Refer to Part I: General Conditions of Contract

#### **12.2 Not Foreseeable Physical Obstructions or Conditions**

The entire text is deleted and substituted with the following:

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and / or

- (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

### **13.1 Work to be in Accordance with Contract**

Refer to Part I: General Conditions of Contract

### **14.1 Programme to be Submitted**

Deleted the text and substitute as follows:

- a) The Contractor shall submit the Programme of Works within thirty (30) days from the date of receipt of Letter of Acceptance on MS Project or Primavera for the agreement of the Engineer and approval of the Employer. All items of works and activities including mobilization should be included in the Programme of Works. The programme shall identify and highlight those activities, which are on the Critical path. The programme shall be revised monthly 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 shall form basis of Liquidated Damages pursuant to clause 47.1 and 47.2 in addition, cash flow estimates shall be supported with inputs of over drafts organized with the financial institutions at various stages of the projects to meet the funding requirements of the project. The Contractor shall supply and maintain at his site office for his and Engineer's use a licensed copy of the project management computer software package namely MS Project or Primavera or equivalent as used by the Contractor for programming, to monitor the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by the Engineer.
- b) In order to assist the Employer's Project Management Team, the Contractor shall be required to submit data at two weeks intervals to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a 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.

#### **14.2 Revised Programme**

Refer to Part I: General Conditions of Contract

#### **14.3 Cash Flow Estimate to be Submitted**

The Contractor shall, within 21 days after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

#### **14.4 Contractor not Relieved of Duties or Responsibilities**

Refer to Part I: General Conditions of Contract

The following Sub-Clause 14.5 is added:

#### **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 8<sup>th</sup> day of the following month, 5 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.

#### **15.1 Contractor's Superintendence**

Refer to Part I: General Conditions of Contract

#### **15.2 Language Ability of Contractor's Representative**

The Contractor's authorised representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

#### **15.3 Contractor's Representative**

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

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

#### **16.1 Contractor's Employees**

Refer to Part I: General Conditions of Contract

#### **16.2 Engineer at Liberty to Object**

Refer to Part I: General Conditions of Contract

The following Sub-Clauses 16.3 and 16.4 are added:

#### **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. If the Contractor's superintending staffs are not fluent in English language, the Contractor



shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

#### **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.

#### **17.1 Setting-out**

Refer to Part I: General Conditions of Contract

#### **18.1 Boreholes and Exploratory Excavation**

Refer to Part I: General Conditions of Contract

#### **19.1 Safety, Security and Protection of the Environment**

Deleted the text and substitute with the following:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- (d) The Contractor, to ensure protections of the Environment, shall take all necessary measures and precautions in conformity with statutory and Regulatory Environmental requirements enforced and amended from time to time.
- (e) the Contractor shall exercise due care to protect the natural

landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works, except where clearing is required for Permanent Works, Approved Temporary Works and for excavation operations. All watercourses, ponds, wells, trees and native vegetation shall be preserved and shall be protected from damage, which may be caused, by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unavoidable, destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replaced, replanted or otherwise corrected at Contractor's expenses to the satisfaction of the Engineer and National and / or Provincial Environment Protection Agency.

- f) During performance for the work, the Contractor shall carryout proper and sufficient measures as often as necessary to reduce dust pollution.

## **19.2 Employer's Responsibilities**

Refer to Part I: General Conditions of Contract

The following Sub-Clauses 19.3 and 19.4 are added:

## **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 authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

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

## **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.

#### **20.1 Care of Works**

Refer to Part I: General Conditions of Contract

#### **20.2 Responsibility to Rectify Loss or Damage**

Refer to Part I: General Conditions of Contract

#### **20.3 Loss or Damage Due to Employer's Risks**

Refer to Part I: General Conditions of Contract

#### **20.4 Employer's Risks**

The Employer's risks are:

Delete the text and substitute with the following:

(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. For the avoidance of the doubt, it is clarified that riot, commotion or disorder constituting the Employer's Risks shall not include any riot, commotion or disorder in any part of the country where the works are located or to be performed which give rise to generalized security, safety or other concern to the Contractor or his Subcontractor or to their employees.

- (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.

#### **21.1 Insurance of Works and Contractor's Equipment**

Refer to Part I: General Conditions of Contract

#### **21.2 Scope of Cover**

Refer to Part I: General Conditions of Contract

#### **21.3 Responsibility for Amounts not Recovered**

Refer to Part I: General Conditions of Contract

#### **21.4 Exclusions**

The text is deleted and substituted with the following:

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).

#### **22.1 Damage to Persons and Property**

Refer to Part I: General Conditions of Contract

## **22.2 Exceptions**

Refer to Part I: General Conditions of Contract

## **22.3 Indemnity by Employer**

Refer to Part I: General Conditions of Contract

## **23.1 Third Party Insurance (including Employer's Property)**

Refer to Part I: General Conditions of Contract

## **23.2 Minimum Amount of Insurance**

Refer to Part I: General Conditions of Contract

## **23.3 Cross Liabilities**

Refer to Part I: General Conditions of Contract

## **24.1 Accident or Injury to Workmen**

Refer to Part I: General Conditions of Contract

## **24.2 Insurance Against Accident to Workmen**

Refer to Part I: General Conditions of Contract

## **25.1 Evidence and Terms of Insurances**

Delete the entire text and substitute as follows:

The Contractor shall provide evidence to the Employer as soon as practicable after the respective insurances have been taken out but in any case prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 30 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

## **25.2 Adequacy of Insurances**

Refer to Part I: General Conditions of Contract

### **25.3 Remedy on Contractor's Failure to Insure**

Refer to Part I: General Conditions of Contract

### **25.4 Compliance with Policy Conditions**

Refer to Part I: General Conditions of Contract

### **25.5 Insurance Company**

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 either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

### **26.1 Compliance with Statutes, Regulations**

Refer to Part I: General Conditions of Contract

### **27.1 Fossil**

Delete the entire text and substitute as follows:

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and / or
- (b) the amount of such costs, determined under sub clause 53.5, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

## **28.1 Patent Rights**

Refer to Part I: General Conditions of Contract

## **28.2 Royalties**

Refer to Part I: General Conditions of Contract

## **29.1 Interference with Traffic and Adjoining Properties**

Refer to Part I: General Conditions of Contract

## **30.1 Avoidance of Damage to Roads**

Refer to Part I: General Conditions of Contract

## **30.2 Transport of Contractor's Equipment or Temporary Works**

Refer to Part I: General Conditions of Contract

## **30.3 Transport of Materials or Plant**

Delete the entire text of this Sub-Clause and substitute as follows:

If, notwithstanding Sub-Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim

The Employer shall not be liable for any costs, charges or an expense in respect of any damage occurs to any bridge or road arising from the transport of Material or Plant by the Contractor. The Contractor shall keep indemnified the Employer against all such claims. The Contractor shall negotiate the settlement of claim with the authority and pay all sums due in respect of all claims, proceedings, damages, costs, charges and expenses.

The Contractor shall notify the Engineer and Employer about the negotiations, in respect of settlement of claim. In case of failure in payment of claimed amount by the Contractor, the Employer shall recover the amount of claim from the Contractor by making deductions from any monies due or to become due to the Contractor and shall notify the Contractor accordingly.

#### **30.4 Waterborne Traffic**

Refer to Part I: General Conditions of Contract

#### **30.5 Extraordinary Traffic**

Nothing contained above shall excuse the Contractor or any of his Sub-Contractor(s) from complying with state laws regulating traffic on highways and bridges.

#### **31.1 Opportunities for Other Contractors**

Refer to Part I: General Conditions of Contract

#### **31.2 Facilities for Other Contractors**

Refer to Part I: General Conditions of Contract

The following Sub-Clause 31.3 is added:

#### **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.

#### **32.1 Contractor to Keep Site Clear**

Refer to Part I: General Conditions of Contract

#### **33.1 Clearance of Site on Completion**

Refer to Part I: General Conditions of Contract

#### **34.1 Engagement of Staffs and Labour**

Refer to Part I: General Conditions of Contract

#### **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 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, the facilities shall be handed over to the Employer or if the Employer so desires, 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 epidemics nature, the Contractor shall complete 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. Except to those who are employed or hired for security of the work, plant and equipment, material, Camp Sites, Offices, Housing including Employer's / Engineer's facilities, etc.

#### **34.10 Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labour have due regard to all recognised 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 neighbourhood of the Works against the same.

#### **34.12 Compliance by Subcontractor**

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

#### **34.13 Repatriation of Labour**

The Contractor shall be responsible for the return of all persons recruited and employed for this purpose of or in connection with the Contract, and to maintain suitable accommodation and amenities for such persons until they have left the Site.

#### **34.14 Safety Officer**

The Contractor shall have on his staff at the site an officer dealing only with questions regarding the safety and protection against accidents for his staff and labour. This officer shall be qualified for this work and shall

have the authority to instructions and shall take protective measures prevent accidents. Adequate number of Site Safety inspectors shall be deployed by the Contractors to assist Accidents prevention officer and ensure safety of works in the hazardous work areas.

#### **34.15 First Aid Facilities**

The Contractor shall provide and maintain adequate First Aid Facilities conveniently at the site as per approval of the Engineer.

#### **34.16 Dangerous Materials**

The Contractor and his subcontractor 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.

#### **34.17 Commercial Activities**

The Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the job site or lands owned or controlled by the Employer. The Contractor shall not allow its employees to engage in any commercial activities on the Site.

#### **34.18 Publication and Photographs**

The Contractor shall not make any announcement, take photographs or release any information concerning the Contract or the project or any part thereof to any member of the public, press, business entity or any official body, unless prior written consent of it is obtained from the Employer.

#### **35.1 Returns of Labour and Contractor's Equipment**

Refer to Par-I: General Conditions of Contract

The following Sub-Clauses 35.2 and 35.3 are added:

#### **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.

### **36.1 Quality of Materials, Plant and Workmanship**

Delete the entire text of this Sub-Clause and substitute as follows:

All materials, Plant and workmanship shall be:

- (a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
- (b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer. The place of such tests shall be situated in Pakistan and notified to the Contractor whenever the need arises.

### **36.2 Cost of Samples**

Refer to Par-I: General Conditions of Contract

### **36.3 Cost of Tests**

Refer to Par-I: General Conditions of Contract

### **36.4 Cost of Tests not Provided for**

Refer to Par-I: General Conditions of Contract

### **36.5 Engineer's Determination where Tests not Provided for**

Deleted the entire text of this Sub-Clause and substitute as follows:

Where, pursuant to Sub-Clause 36.4, this Sub-Clause applies the Engineer

shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time of which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

The following Sub-Clause 36.6 is added:

#### **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.

#### **37.1 Inspection of Operations**

Refer to Par-I: General Conditions of Contract

#### **37.2 Inspection and Testing**

Refer to Par-I: General Conditions of Contract

#### **37.3 Dates for Inspection and Testing**

Refer to Par-I: General Conditions of Contract

#### **37.4 Rejection**

Refer to Par-I: General Conditions of Contract

#### **37.5 Independent Inspection**

Refer to Par-I: General Conditions of Contract

#### **38.1 Examination of Work before Covering up**

Refer to Par-I: General Conditions of Contract

#### **38.2 Uncovering and Making Openings**

Refer to Par-I: General Conditions of Contract

### **39.1 Removal of Improper Work, Materials or Plant**

Refer to Par-I: General Conditions of Contract

### **39.2 Default of Contractor in Compliance**

Refer to Par-I: General Conditions of Contract

### **40.1 Suspension of Work**

Refer to Par-I: General Conditions of Contract

### **40.2 Engineer's Determination following Suspension**

Delete the entire text of this Sub-Clause and substitute as follows:

Where, pursuant to Sub-Clause 40.1 this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a). any extension of time to which the Contractor is entitled under Clause 44, and / or
- (b). the amount of such costs, determined under sub clause 53.5, which shall be added to the Contract price and shall notified the Contractor accordingly, with a copy to the Employer.

### **40.3 Suspension lasting more than 84 Days**

Refer to Par-I: General Conditions of Contract

### **41.1 Commencement of Works**

The text is deleted and substituted with the following:

The Contractor shall commence the Works on site within the period named in appendix "A" Bid from the date of receipt by him from Engineer of a written notice to commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

### **42.1 Possession of Site and Access Thereto**

Refer to Par-I: General Conditions of Contract

#### **42.2 Failure to Give Possession**

Refer to Par-I: General Conditions of Contract

#### **42.3 Rights of Way and Facilities**

Refer to Par-I: General Conditions of Contract

#### **43.1 Time for Completion**

Delete the entire text of this Sub-Clause and substitute as follows:

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix "A" to Bid, shall be completed, in accordance with the provisions of Clause 48, within the time stated in the Appendix "A" to Bid for the whole of the Works, calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

#### **44.1 Extension of Time for Completion**

Delete the entire text of this Sub-Clause and substitute as follows:

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer. For the avoidance of doubt, it is clarified that the special circumstances referred to in this Sub-Clause 44.1(e) shall not include any occurrence in any part of the country where the works are located or to be performed which gives rise to

generalize security, safety or other concern to the Contractor or his Subcontractor or to the their employees.

#### **44.2 Contractor to Provide Notification and Detailed Particulars**

Refer to Par-I: General Conditions of Contract

#### **44.3 Interim Determination of Extension**

Refer to Par-I: General Conditions of Contract

#### **45.1 Restriction on Working Hours**

Refer to Par-I: General Conditions of Contract

#### **46.1 Rate of Progress**

Refer to Par-I: General Conditions of Contract

#### **47.1 Liquidated Damages for Delay**

Delete the entire text of this Sub-Clause and substitute as follows:

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

In addition to the Liquidated damages the Contractor shall borne all the cost / expenses related to the supervision of the works by the project consultant covering salaries of the Engineer and all of his site supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost / expense will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.



#### **47.2 Reduction of Liquidated Damages**

Refer to Par-I: General Conditions of Contract

#### **48.1 Taking-Over Certificate**

Refer to Par-I: General Conditions of Contract

#### **48.2 Taking Over of Sections or Parts**

Delete the entire text of this Sub - Clause and substitute as follow:

Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Contractor may request and the Engineer after obtaining approval of the Employer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the Appendix "A" to Bid. Special Stipulation"
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

#### **48.3 Substantial Completion of Parts**

Refer to Par-I: General Conditions of Contract

#### **48.4 Surfaces Requiring Reinstatement**

Refer to Par-I: General Conditions of Contract

#### **49.1 Defects Liability Period**

Refer to Par-I: General Conditions of Contract

#### **49.2 Completion of Outstanding Work and Remedying Defects**

Refer to Par-I: General Conditions of Contract

#### **49.3 Cost of Remedying Defects**

Refer to Par-I: General Conditions of Contract

#### **49.4 Contractor's Failure to Carry Out Instructions**

Refer to Par-I: General Conditions of Contract

#### **50.1 Contractor to Search**

Refer to Par-I: General Conditions of Contract

#### **51.1 Variations**

Refer to Par-I: General Conditions of Contract

#### **51.2 Instructions for Variations**

Delete the entire text of this Sub - Clause and substitute as follow:

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

#### **52.1 Valuation of Variations**

Delete the entire text of this Sub - Clause and substitute as follow:

All variations referred to in Clause 51 and any additions to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall 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, fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or

fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

**52.2 Power of Engineer to Fix Rates**

Refer to Par-I: General Conditions of Contract

**52.3 Variations Exceeding 15 per cent**

Refer to Par-I: General Conditions of Contract

**52.4 Daywork**

Refer to Par-I: General Conditions of Contract

**53.1 Notice of Claims**

Refer to Par-I: General Conditions of Contract

**53.2 Contemporary Records**

Refer to Par-I: General Conditions of Contract

**53.3 Substantiation of Claims**

Refer to Par-I: General Conditions of Contract

**53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety.

**53.5 Payment of Claims**

Refer to Par-I: General Conditions of Contract

**54.1 Contractor's Equipment, Temporary Works and Materials;  
Exclusive Use for the Works**

Delete the entire text of this Sub - Clause and substitute as follow:

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles

engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

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

#### **54.2 Employer not Liable for Damage**

Refer to Par-I: General Conditions of Contract

#### **54.3 Customs Clearance**

Refer to Par-I: General Conditions of Contract

#### **54.4 Re-export of Contractor's Equipment**

Refer to Par-I: General Conditions of Contract

#### **54.5 Conditions of Hire of Contractor's Equipment**

Delete the entire text of this Sub - Clause and substitute as follow:

With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respect as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of execution and completing the Works and remedying any defects therein, under the terms of the said Clause 63.

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

**54.6 Costs for the Purpose of Clause 63**

Refer to Par-I: General Conditions of Contract

**54.7 Incorporation of Clause in Subcontracts**

Refer to Par-I: General Conditions of Contract

**54.8 Approval of Materials not Implied**

Refer to Par-I: General Conditions of Contract

**55.1 Quantities**

Refer to Par-I: General Conditions of Contract

**56.1 Works to be Measured**

Refer to Par-I: General Conditions of Contract

**57.1 Method of Measurement**

Refer to Par-I: General Conditions of Contract

**57.2 Breakdown of Lump Sum Items**

Refer to Par-I: General Conditions of Contract

**58.1 Definition of "Provisional Sum"**

Refer to Par-I: General Conditions of Contract

**58.2 Use of Provisional Sums**

Refer to Par-I: General Conditions of Contract

**58.3 Production of Vouchers**

Refer to Par-I: General Conditions of Contract

**59.1 Definition of "Nominated Subcontractors"**

Refer to Par-I: General Conditions of Contract

**59.2 Nominated Subcontractors; Objection to Nomination**

Refer to Par-I: General Conditions of Contract

### **59.3 Design Requirements to be Expressly Stated**

Refer to Par-I: General Conditions of Contract  
The following Sub-Clauses 59.4 & 59.5 are added:

### **59.4 Payments to Nominated Subcontractors**

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

### **59.5 Certification of Payments & Nominated Subcontractors**

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b)
  - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
  - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

### **60.1 Monthly Statements**

Delete the entire text of this Sub - Clause and substitute as follow:

The Contractor shall on the basis of the joint measurements of work done under clause 56.1, submit to the Engineer after the end of each month six

copies, each signed by the Contractor's representative approved by the Engineer in accordance with the Sub-Clause 15.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) the value of the Permanent Works executed,
- (b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, dayworks and the like,
- (c) the percentage of the invoice value of listed materials, all as stated in Sub-Clause 60.11(a)(6) hereof, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,
- (d) any other sum to which Contractor may be entitled under the Contract or otherwise:

#### **60.2 Monthly Payments**

Refer to Par-I: General Conditions of Contract

#### **60.3 Payment of Retention Money**

Refer to Par-I: General Conditions of Contract

#### **60.4 Correction of Certificates**

Refer to Par-I: General Conditions of Contract

#### **60.5 Statement at Completion**

Refer to Par-I: General Conditions of Contract

#### **60.6 Final Statement**

Refer to Par-I: General Conditions of Contract

#### **60.7 Discharge**

Refer to Par-I: General Conditions of Contract

#### **60.8 Final Payment Certificate**

Delete the entire text of this Sub - Clause and substitute as follow:

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

(a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if, any due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

The Contractor shall also submit the following documents with his final statement to the Engineer.

(a). approved final as-built drawings.

(b). Affidavit by the Contractor that the works have been executed according to approved specification, drawings, designs and standard and have not concealed and defects known to him together with a "No Claim Certificate"

#### **60.9 Cessation of Employer's Liability**

Refer to Par-I: General Conditions of Contract

#### **60.10 Time for Payment**

The text is deleted and substitute with the follows:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub-Clause 60.8, within 60 days, after such Final Payment Certificate has been jointly has been jointly verified by Employer or Contractor.

All payments to the Contractor shall be made in Pakistani Rupees only under the Contract and no payment in foreign currency is admissible.

The following Sub-Clause 60.11is added:

#### **60.11 Secured Advance on Materials**

The Contractor shall be entitled to receive from the Employer Secured



Advance on Steel Reinforcements and Cement 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 therefor;
  - (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 60% 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 the following.

- (a) An interest-free Mobilization Advance up to 10% 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/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.

- (1) First part within 14 days after signing of the Contract 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 equal monthly instalments; first instalment at the expiry of second month after the date of payment of first part of Advance and the last instalment one months before the date of completion of the Works as per Clause 43 hereof.

#### **61.1 Approval only by Defects Liability Certificate**

Refer to Par-I: General Conditions of Contract

#### **62.1 Defects Liability Certificate**

Refer to Par-I: General Conditions of Contract

#### **62.2 Unfulfilled Obligations**

Refer to Par-I: General Conditions of Contract

#### **63.1 Default of Contractor**

Delete the entire text of this Sub-Clause and substitute as follows:

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or Contract, if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
  - (i) to commence the Works in accordance with Sub-Clause 41.1,
  - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after having received it
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 4.1,  
then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

Provided further that in addition to the action taking by the Employer against the Contractor 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.

#### **63.2 Valuation at Date of Termination**

Refer to Par-I: General Conditions of Contract

#### **63.3 Payment after Termination**

Refer to Par-I: General Conditions of Contract

#### **63.4 Assignment of Benefit of Agreement**

Refer to Par-I: General Conditions of Contract and add the following paragraph.

The Contractor should quote the rates for items of similar nomenclature and specifications as appearing in Bill of Quantities attached in Tender Documents. In case of any diversity of rates, the lowest of all the rates shall be taken for evaluation and payments. Any departure from above may also render the bid invalid.

**64.1 Urgent Remedial Work**

Refer to Par-I: General Conditions of Contract

**65.1 No Liability for Special Risks**

Refer to Par-I: General Conditions of Contract

**65.2 Special Risks**

The text is deleted and substituted with the following:

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

**65.3 Damage to Works by Special Risks**

Refer to Par-I: General Conditions of Contract

**65.4 Projectile, Missile**

Refer to Par-I: General Conditions of Contract

**65.5 Increased Costs arising from Special Risks**

Refer to Par-I: General Conditions of Contract

**65.6 Outbreak of War**

Refer to Par-I: General Conditions of Contract

**65.7 Removal of Contractor's Equipment on Termination**

Refer to Par-I: General Conditions of Contract

**65.8 Payment if Contract Terminated**

Refer to Par-I: General Conditions of Contract

#### **66.1 Payment in Event of Release from Performance**

Refer to Par-I: General Conditions of Contract

#### **67.1 Engineer's Decision**

Refer to Par-I: General Conditions of Contract

#### **67.2 Amicable Settlement**

Refer to Par-I: General Conditions of Contract

#### **67.3 Arbitration**

Delete the entire text of this Sub-Clause and substitute as follows:

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 67.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 67.2,

shall be finally settled under the provision of the arbitration at, 1940 as amended or any statutory modifications or re-enactment, thereof for the time being in force. The said arbitrator/s shall have full power to open up, review and revise any decisions, opinion, instructions, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrators to the evidence nor arguments put before the Engineer for the purpose of obtaining his said decisions pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

The Place of arbitration shall be Karachi, Pakistan.

#### **67.4 Failure to Comply with Engineer's Decision**

Refer to Par-I: General Conditions of Contract

### 68.1 **Notice to Contractor**

Delete the entire text of this Sub-Clause and substitute as follows:

All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

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**

Delete the entire text of this Sub-Clause and substitute as follows:

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated below.

The Employer:

Sindh Technical Education & Vocational Training Authority, (STEVTa)  
ST-19, Block-6, Gulshan-e-Iqbal, near NIPA, Karachi

Phone: (92-21) 9924-4112-7

Fax No: (92-21) 9924-4118

The Engineer:

**M/s. Shahzad Associates**

Consulting Architects, Engineers & Planners

2<sup>nd</sup> Floor, Farzana Building,

Shaheed-e-Millat Road, Karachi.

Tel: 021-3438-4591, 3438-8857,

Fax: 021-3453-0754

### 68.3 **Change of Address**

Refer to Par-I: General Conditions of Contract

### 69.1 **Default of Employer**

Refer to Par-I: General Conditions of Contract

## **69.2 Removal of Contractor's Equipment**

Refer to Par-I: General Conditions of Contract

## **69.3 Payment on Termination**

Refer to Par-I: General Conditions of Contract

## **69.4 Contractor's Entitlement to Suspend Work**

Refer to Par-I: General Conditions of Contract

## **69.5 Resumption of Work**

Refer to Par-I: General Conditions of Contract

## **70.1 Increase or Decrease of Cost**

NOT APPLICABLE

## **70.2 Subsequent Legislation**

Refer to Par-I: General Conditions of Contract

## **71.1 Currency Restrictions**

Refer to Par-I: General Conditions of Contract

## **72.1 Rates of Exchange**

Refer to Par-I: General Conditions of Contract

## **72.2 Currency Proportions**

Refer to Par-I: General Conditions of Contract

## **72.3 Currencies of Payment for Provisional Sums**

Delete the sub-clause in its entirety

The following Sub-Clauses 73.1, 73.2, 73.3, 74.1, 75.1, 76.1, and 77.1 are added.

## **73.1(a) Payment of Income Tax**

The Contractor, Subcontractor and their employees shall be responsible for payment of all their income tax, super tax and other taxes

applicable under the laws of Pakistan, as amended from time to time, on income, or any loss of income, arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

The Employer shall apply source deduction of Taxes (with holding) at the applicable rate during currency of the contract for all the amounts payable in terms of the Contract as per Income Tax Laws of Pakistan under the above clause.

**73.1(b) Payment of Local Tax**

The prices bid by the Contractor shall include all customs duties, import duties, sales tax, octroi and other taxes that may be levied in accordance with the laws and regulations in force on the date 28 days prior to the latest date for submission of bids in Pakistan on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Pakistan in relation to execution of the Contract.

**73.1(c) Foreign Taxation**

The Prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

**73.2 Cost Inclusive of Duties and Taxes**

The rates and prices stated in the Priced Bill of Quantities shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

**73.3 Custom Clearance**

It is the responsibility of the Contractor to make all arrangements and payments necessary for obtaining customs clearances of all materials, goods and equipment. The Employer shall not assume any responsibility in respect of the aforementioned obligations of the Contractor, except as otherwise provided in the Contract.



#### **74.1 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.

#### **75.1 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.

#### **76.1 Joint and Several Liability**

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 fulfilment 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.

#### **77.1 Details to be Confidential**

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

## **SPECIAL PROVISIONS**

## **TABLE OF CONTENTS**

<b>S.No.</b>	<b>Description</b>	<b>Page No.</b>
1.	General	04
2.	Applicable Codes and Standards	04
3.	Codes, Standards and Certificates	05
4.	Manufacturer's Recommendations	05
5.	Sequence of Construction	05
6.	Units of Measurements	05
7.	Plant, Equipment and Tools	06
8.	Construction Area	06
9.	Storage and Handling Facilities	06
10.	Test Laboratory and Testing	06
11.	Construction and Checking at Site	07
12.	Bar Bending Schedule	08
13.	Drawings	08
13.1	Tender Drawings	08
13.2	Drawing issued for Construction	08
13.3	Study of Drawings	08
13.4	Drawings to be furnished by the Contractor	08
13.5	Submission and Approval	09
14.	As-Built Drawings	10
15.	Protection of the Work	10
16.	Restoration and Cleaning	11
17.	Product Data	11
18.	Samples	11
19.	Material Source	12
20.	Quality of Material	12
21.	Inspection and Test Reports	12
22.	Accident Prevention, Protective Equipment	13
23.	Temporary Facilities	13
23.1	Temporary Services	14
24.	Construction Schedule	15

<b>S.No.</b>	<b>Description</b>	<b>Page No.</b>
25.	Notification of Engineer	15
26.	Night Work	15
27.	Weather	15
28.	Co-Ordination with Other Contractors	15
29.	Survey Instrument	16
30.	Setting Out	16
31.	Weekly Progress Report and Photographs	16
32.	Contractor to Notify Delays etc.	17
33.	Photographs	18
34.	Facilities for the Engineer	18
34.1	Site Office	18
35.	Measurement and Payment	20
36.	Transport Facilities	20
37.	Contractor's Representative	20
38.	Security Passes	20
39.	Visitors	20

## **PART A- SPECIAL PROVISIONS**

### **1. GENERAL**

These Special Provisions shall be used as supplementary and in conjunction with other Contract Documents and shall be deemed to be incorporated and become part of the Contract Documents. In case any provision is at variance with any of Special Provisions the Special shall prevail.

All works shall be carried out in accordance with following provisions, supplemented by detailed technical specifications. Any inconsistencies or ambiguities shall be brought to the notice of the Engineer for his clarification/decision. Decision and direction of the Engineer, in all such cases, shall be final and binding.

The Contractor shall make himself thoroughly familiar with the site conditions, foresee any and all problems likely to encountered during execution of the works, and shall be able and ready to solve them effectively. Proposals for solutions to the problems shall be submitted to the Engineer for approval before proceeding with the work.

### **2. APPLICABLE CODES AND STANDARDS**

In the absence of other standards being required by the Contract Documents all work and materials shall meet the requirement of the Uniform Building Code of the United States, and/or applicable American Society for Testing Material (ASTM) American Association of State Highway and Transportation Officials (AASHTO) Specifications and the latest American Concrete Institute Manual of Concrete Practice and American Institute of Steel Construction (AISC) Manual Relevant to the Works except in cases where the Pakistan Building Code requires a higher standard. In such cases the Pakistani Code shall govern. Where the abbreviations listed below are used it refers to the latest code, standards, or publication of the following organizations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Material
AWS	American Welding Society
BSI	British Standard Institutes

ICAO	International Civil Aviation Organization
BSICP	British Standard Institute Code of Practice
PCA	Portland Cement Association
PSI	Pakistan Standard Institute
UBC	Uniform Building Code

Should the Contractor, at any time and for any specific reasons wish to deviate from the above standards or desires to use material or equipment other than those provided for by the above standards, then he shall state the exact nature of the change giving the reasons for making the change and shall submit complete specifications of the materials and description of the equipment for the Engineer's approval, whose decisions shall be conclusive and binding upon the Contractor.

### 3. **CODES, STANDARDS, CERTIFICATES**

The Contractor shall supply and have at his site office:

Copies of all latest editions of codes and standards referred to in these Specifications by number or equivalent codes and standards approved by the Engineer.

Catalogues and published recommendations from manufacturers supplying products and material for the project.

The contractor shall provide manufacturer's or supplier's certificate to the Engineer for all products and materials which must meet the requirements of specific code or standard as stated in these specifications.

### 4. **MANUFACTURER'S RECOMMENDATIONS**

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

### 5. **SEQUENCE OF CONSTRUCTION**

The Contractor shall submit his proposal for approval of the Engineer the sequence of construction, prior to starting the Works. The Work shall be executed as per approved sequence of construction.

### 6. **UNITS OF MEASUREMENTS**

The International System of Unit (SI) shall be used throughout this Project.

## **7. PLANT, EQUIPMENT AND TOOLS**

The Contractor shall provide at his cost modern plant, equipment, machinery and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of relevant Clause of the Conditions of Contract. The Contractor shall own, provide and install at site of work earth excavating and moving equipment such as excavator, graders, dozers, rollers, dump trucks, pipe laying equipments, concrete mixers, pavers, asphalt plant etc. for rapid laying of pipes, placing of good quality concrete and construction of road works.

## **8. CONSTRUCTION AREA**

The Contractor shall confine his operations to the areas that are actually required for the Works. Arrangements for haulage of materials are to be made by the Contractor at his cost.

## **9. STORAGE & HANDLING FACILITIES**

The employer will provide the Contractor possible space within or nearby the area site of Works for the storage of materials, equipment, workshop and for Contractor's temporary office, laboratory during the currency of the Contract. On no account shall such temporary installations conflict/interfere with any of the permanent installations, service and any operational function of Employer. The handling and storage of all plants equipments and material at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer. If the contractor wishes to use any other land/area for camps he shall pay rentals or others costs connected therewith.

## **10. TEST LABORATORY AND TESTING**

- 10.1 The Contractor shall establish and maintain at the project site at his own material testing laboratory for performing the necessary tests specified in the Contract. Testing for which facilities are not available in the Contractor's Project Laboratory shall be performed by testing agencies / laboratories as approved by the Engineer. The Contractor shall furnish sample of all materials, provide laboratory technicians, helpers for his and the Engineer's supervision staff. All testing shall be carried out by the Contractor under the supervision of the Engineer or his designated representatives. All costs for establishing and maintaining site laboratory, providing samples, technicians/helpers, testing/reports shall borne by the Contractor.

- 10.2 The quality control testing shall be performed by the Contractor's competent personnel under supervision of the Engineer's Staff in accordance with site testing and quality control program to be established by the Contractor and approved by the Engineer or his Representative. The contractor shall keep a complete record of all quality tests performed and submit the same to the Engineer. All quality control and related tests shall be carried out in accordance with applicable standards and codes.

# **11. CONSTRUCTION AND CHECKING AT SITE**

The bidders shall provide with their bid a list of the main Construction equipment they would propose to use on site.

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the execution of Works.

The submitting of these suggestions and arrangements and the approval thereof by the Engineers shall not relieve the Contractor of his responsibilities and duties under the Contract.

The carrying out of all work included in the Contract is to be supervised by a sufficient number of qualified representative of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer and his supervision staff to check and examine the execution of the Works.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, leveling, setting and aligning of the various parts and of road work and to the proper fitting and adjustment of manufactured and finished material and fixtures in position.

If the Engineer or his Representative sees that the work progress is slow in such a way that the works or part thereof will not be completed in accordance with the approved work program, then he may order the Contractor to work overtime or in shifts and the Contractor shall comply. All financial implication for these arrangements will be borne by the Contractor and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.



## 12. **BAR BENDING SCHEDULE**

The Contractor shall provide 6 copies including reproducible copy of Bar Bending Schedule for all the steel and reinforcement shown on the drawings before execution of structural elements on site and also at the time of interim payments in proper documented format and submit for approval to the Engineer.

## 13. **DRAWINGS**

13.1 **Tender Drawings:** The drawings listed and provided in the Bidding Documents are referred to as Tender Drawings and these show the scope of work to be performed by the Contractor. Tender Drawings shall not be used as a basis for fabrication or construction but may be used as basis for placing preliminary order for materials. Subject to corrections based on the future issue of drawings as provided under sub-clause 13.2.

13.2 **Drawing issued for Construction:** After Award of contract, Tender Drawings shall be replaced by Drawings issued for construction including supplementary specifications as may be necessary. Drawings issued for Construction may include some of the Tender Drawings with or without modification and additional drawings as required to express design intent in greater detail. Such drawings may also be modified from time to time. Drawings issued for construction will be the drawings from which shops, fabrication, erection, installation, concrete placing, formwork or other construction detail drawings shall be prepared by the Contractor. The work shall be executed in conformity with drawings issued for construction.

13.3 **Study of Drawings:** The Contractor shall study all drawings issued for construction carefully as soon as practicable after receipt thereof, and any errors discovered shall promptly be brought to the knowledge of the Engineer for his instructions.

13.4 **Drawings to be Furnished by the Contractor:**

(a). **Shop Drawings:**

All shop drawings shall be prepared by the Contractor and submitted to the Engineer required for the work including all kinds of fabrications, field erection, installation, placement and layout drawings shall be furnished by the Contractor for approval of the Engineer. If additional detail drawings are necessary to complete any part of the work, such details shall be incorporated. Drawings shall be prepared by the Contractor and submitted to the Engineer for approval. All

drawings shall be complete and submitted in due time and in logical order to facilitate proper coordination. All drawings submitted and approved will form part of the Contract.

(b). Construction Plant Layout Drawings:

Three prints of drawings, showing the layout of construction plant and equipment the contractor purposes to use on the work shall be submitted the Contractor for review to the Engineer. The drawings shall show the location of the principal component of the Construction plant, offices, storage areas and yards which the contractor purposes to construct or use at the site of the work and elsewhere. The drawings shall also show the unloading facilities for materials and equipment at the work site.

13.5 **Submissions and Approvals:**

- (a). Except as otherwise specified, three copies of each drawing for approvals or review shall be furnished to the Engineer. Within ten (10) calendar days after receipt, the Engineer will send one copy to the Contractor marked "Approved", "Approved/Except as Noted", or "Returned for Correction". The notations 'Approved' and "Approved/Except as Noted" will authorize the Contractor to proceed with the works. Drawings returned for correction will be resubmitted for approval in the same manner, as for new drawings every revision block.
- (b). Upon receipt of prints which have been "Approved" or Approved / Except as Noted" the contractor shall furnish three prints plus one reproducible of each drawing to the Engineer. If revisions are made after a drawing has been approved, the Contractor shall furnish 3 additional points and one reproducible subsequent to each approved revision.
- (c). Shop drawings to be prepared by a Sub-Contractor shall be submitted in the same manner as (a) & (b) above but they will be submitted through the Contractor.
- (d). All of the Applicable requirements of this Clause with reference to drawings to be prepared by the Contractor, including Sub-Contractors, shall apply equally to catalogue cuts, illustrations, printed specifications or other data submitted for approval.

- (e). Any work done on Contractor's drawings shall be at the Contractor's risk. The Engineer will have the right to request any additional details and to require the Contractor to make any changes in the drawings which are necessary to confirm to the provisions and intent of design and specifications without additional cost to the employer. The approval of the drawings by the Engineer shall not be construed as complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval by the Engineer of the Contractor's drawings shall not be held to relieve the Contractor of his obligation to meet all the requirements of the specifications or of his responsibility for the correctness of the Contractor's Drawings or of his responsibility for correct fit of assembled part in final position or of his responsibility for the adequacy of method of construction.

#### **14. AS-BUILT DRAWINGS**

The Contractor shall at all times keep on the site one copy of all drawings and approved samples together with copies of all public safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Contractor shall, at all times, keep on Site a separate set of prints on which shall be noted neatly, accurately and promptly Site work progresses all insignificant changes between the work shown on the Drawings and that which is actually constructed.

At the completion of works, the Contractor shall at his expense, supply to the Engineer six copies and one reproducible copy of all Drawings amended to comply with work "As Built". The Contractor shall provide in the same format as the original Drawings and additional Drawing required to record the work.

#### **15. PROTECTION OF THE WORKS**

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. He shall provide all necessary dust sheets, barriers and guard rails and clear away the same at completion.

The Contractor shall take all proper steps for protection at all places on or about the works which may be dangerous to his workmen or any other

person or to traffic. The Contractor shall provide and maintain warning signs, warning lamps and barricades as necessary.

The entire responsibility for the safety and stability of the works and safety of people inside and around the works, in any and all cases, shall rest and remain with Contractor, who may add other appropriate safety measures as approved by the Engineer, to meet this obligation.

#### **16. RESTORATION AND CLEANING**

The Contractor shall do regular cleaning and clean away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, stock piles of excess or waste materials, or any other wasters of construction, unless, otherwise directed by the Engineer. The works and Site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials which may causes damage to the surface to be cleaned.

#### **17. PRODUCT DATA**

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated.

#### **18. SAMPLES**

- 18.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in these specifications. The Engineer shall check and approve such samples with reasonable promptness for compliance with the requirements of contract documents. All work shall be in accordance with approved samples.
- 18.2 Duplicate final approved samples, in addition to any required for the Contractor's use shall be furnished to the Engineer one for Office use and other for the Site.
- 18.3 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 18.4 Each sample shall be properly labeled with the name, name of the project, the Contractor's name and the date of submission,

and the Specifications Article number to which the sample refers.

- 18.5 The manufacture's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's Office, Site or testing laboratory as directed by the Engineer.
- 18.6. Samples will not be returned unless return is requested at the time of submission, all packing and transportation cost for the return of samples shall be paid by the Contractor.
- 18.7. No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

#### **19. MATERIAL SOURCE**

Quarry materials such as sand, gravel, earth, rock or other mineral materials, other than local borrow or selected materials obtained on the project, for use in the works shall be provided by the Contractor from sources to be identified and established by the Contractor who will be responsible for survey, investigation and testing to prove the extent and suitability of materials, for land and royalty / malkana costs, for access roads, Site facilities, stripping overburden, separation of materials, processing and other cost. All costs shall be considered as included within the rates inserted for the items included in the Bill of Quantities.

#### **20. QUALITY OF MATERIAL**

- 20.1 All materials and supplies furnished under the Contract Documents shall be new and of standard first grade quality and of best workmanship and design. No inferior or low grade materials supplies or articles will be either approved or accepted and all works of construction shall be made in neat, first class and workmanlike manner.
- 20.2 Prior to procurement, the Contractor shall furnish to Engineer for his approval, the names of the manufactures of all Equipment and materials which he contemplates incorporating in the works, samples of material shall be submitted to the Engineer for approval. Equipment, material supplies and articles installed or used without the Engineer's approval shall be at the risk of subsequent rejection.

## **21 INSPECTION & TESTS REPORTS**

21.1 All Equipment and materials furnished under these specifications and all work performed in connection therewith will be subject to rigid inspection by the Engineer. Acceptance of Equipment and material or the waiving off inspection thereof shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.

21.2 The Contractor shall furnish to the Engineer Representative four certified true copies of reports of the tests of all materials used in the manufacture and fabrication of all Equipments and materials. The result of these tests shall be in such form as to show compliance with the applicable specifications, standards and codes of the material used.

## **22 ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT**

The Contractor shall comply with the highest standard of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions in Pakistan.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the Site shall be provided at the Contractor's cost.

All falsework, scaffolding and hand rails shall be well constructed and secured at all times. Where overhead work is being carried out warning signs shall be installed at different level clearly warning 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.

## **23 TEMPORARY FACILITIES**

The Contractor shall provide, erect or install, maintain alter as necessary and remove on completion except as otherwise directed by the Engineer all temporary facilities and services as described hereinafter and / or in the Contract Documents and / or instructed and approved by the Engineer.

The Contractor temporary Site Office shall be available for use not later than one month after the date of the Site handing over. Installation of temporary services at the Site shall be given priority over all other construction at the Site.

### 23.1 TEMPORARY SERVICES

#### a) Temporary Water Supply and Electricity

The Contractor shall supply at his own cost temporary supply of water and eclectic power as necessary for all construction activities and proper performance of the works during the period of the contact.

#### b) Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose off any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the Site or the environment. Disposal of any materials, wastes, effluents, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the undisturbed area. If necessary contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

#### c) Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguishers, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-Cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defence Department and or other local authority.

## **24 CONSTRUCTION SCHEDULE**

- 24.1 A Construction schedule shall be maintained in accordance with the provisions of the Conditions of Contract.
- 24.2 The schedule shall be accompanied with sufficient data and information including all necessary particulars of plant, Equipment, machinery, temporary works, arrival of plant, Equipment at Site and their installation, method of operation, work forces employed, etc., for all activities of the Works.
- 24.3 Should the Engineer consider any alteration or addition in the programme and time schedule the Contractor shall conform thereto without any cost to the Employer.
- 24.4 Whenever necessary and wherever the progress of the work shows departure, the programme and time schedule shall be updated and submit to the Engineer for his approval.

## **25 NOTIFICATION TO ENGINEER**

The Engineer representative shall be notified daily in writing of the nature and location of the work the Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that at longer notice be given for certain operations.

## **26 NIGHT WORK**

No work shall be done at night without approval of the Engineer. When work is required to be done at night for which approval as being acquired from Engineer, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observation of the work and the efficient execution thereof.

## **27 WEATHER**

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the works can not be ensured.

## **28 CO-ORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of Contractor to co-ordinate and keep up good relations with other Contractors employed on Site by the Employer.



## **29 SURVEY INSTRUMENT**

The Contractor shall maintain on Site the following surveying instrument in perfect conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

- One Total Station Survey Unit complete with tripods, range, Pole Prisms, Coaxial Targets, Tilting Prisms and any other accessories.
- One Electronic Digital Level complete with Tripod and other Standard Accessories.
- Leveling Staves as required.
- Ranging Poles, as required.
- Two Measuring Steel Tapes, 50m long with Thermometer and other accessories.
- Five Measuring Steel Tapes, same as above but 30m long.

These instruments and water carriers will be kept at the Office of the Engineer. The Contractor shall also provide Survey Helpers and adequate supplies of Expendable Materials, such as Pencils, Rubbers, Inks, Notes Books, Drawings, Papers, Survey Pegs, Brushes and Paints as required by the Engineer / Engineer Representative. The Survey Equipment shall remain the property of the Contractor after completion of the Contract Works.

## **30 SETTING OUT**

- 30.1 Setting out shall be in accordance with the applicable clauses of Conditions of Contract.
- 30.2 The Engineer / Engineer Representative will furnish design survey data and jointly locate with the Contractor all points of intersections, tangents and basic benchmarks. The Contractor shall set construction stake establishing lines, slopes, grades etc. all other work shall be laid out from these marks and / or lines. The Contractor shall be responsible for the accuracy of all lines, slopes, grade and other survey works.
- 30.3 Temporary pillars and other monuments used in setting out shall be removed after completion of the required work.

## **31 WEEKLY PROGRESS REPORT AND PHOTOGRAPHS**

- a) During the continuance of the works the Contractor shall submit weekly progress reports on forms as approved by the Engineer.

Such weekly reports shall show the actual progress completed as of date of the report plotted against the planned scheduled as given by the Contractor at the start of work and shall be broken down so as to indicate status all activities associated with mobilization, design, material procurement, manufacture, surveys works, tests with regards to the approved work programme.

- b) When the work commences at the Site, the Engineer shall provide the Contractor with a standard report form which shall be filled in each week and submitted by the Contractor to indicate the progress of construction, and to serve as a basis for making progress payments to the Contractor. The progress indicated on the report each month shall be mutually agreed upon by the Contractor and the Engineer's Representative at the Site before it is formally submitted to avoid delays in making progress payments.
- c) The Employer and the Engineer reserve the right to coordinate the schedules of the Contractor and other Contractors working at the Site, and to adjust and / or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the completion date.
- d) Commencing after the first week of construction, and continuing every week until completion, the Contractor shall have photographs taken, where directed by the Engineer's Representative, to show progress of his work and completion of each structure of major features.

### **32 CONTRACTOR TO NOTIFY DELAYS ETC.**

Any delay which will affect the completion of works shall be detail by the Contractor who shall state the action he is taking for effective completion of the contract programme.

The Contractor shall submit a report in respect of the various sections of the works, the Equipment in use or held in readiness, a return of labour and supervisory Staff and details of any matters arising which may generally affect the progress of the work.

The Contractor shall give a summary of the detailed progress report giving the position with regard to the agreed contract programme.

The progress report shall be set out in a format to the approval of the Engineer, and forwarded promptly so that on receipt the information contained therein is not more than ten days out of date.

If during execution of the contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason Contractors Representative are to attend such meetings.

The Contractor shall prepare and submit six copies of weekly progress report to the Engineer's Representative. This report shall summarize Site activities and record and details where difficulties in maintaining the approved programme are being experienced or are likely to cause subsequent delays.

The Contractor shall also prepare and submit to the Engineer's Representative six copies of a daily activities report summarizing the main activities to be undertaken. Each day, nothing special activities such as tests, alignments checks etc. the Contractor shall be responsible for expediting the delivery of all materials and Equipment to be provided by him and his Sub-Contractors

### **33 PHOTOGRAPHS**

As soon as work commences on Site, the Contractor shall provide Photographs (at least 10 to 12) of the works from positions to be selected by the Engineer or his Representative. Each Photographic Print shall not be less than 297mm X 210mm or as directed by the Engineer and shall bear a printed description, a serial number and the date when taken.

The negative of all Photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of works.

The Contractor shall provide a number of selected Photographs for submission with each copy of the monthly report as required by the Engineer. The Contractor shall also provide from time to time as and when required by the Engineer, further Photographs of the contract works to record or illustrate specific events.

### **34 FACILITIES FOR THE EMPLOYER / ENGINEER**

#### **Temporary Site Office for Consultants Engineer Representative and his Staff**

The Contractor shall provide, clean and maintain Office Accommodation facilities for the Consultant Engineer Representative and his staff of appropriate area (as required by the Consultant) including washroom and kitchen. The Office shall be located as directed by the Engineer Representative and his prior approval.

The Consultant Engineer's Site Office shall be furnished and equipped by the Contractor with new, unused Furniture, Equipment including suitable Sanitary, Electrical etc. and necessary arrangements as per the list given below:

- a) Executive desk with lockable drawers and Glass top
- b) Air-Condition (1 Ton) manufacturer as recommended
- c) Executive type upholstered desk chair
- d) Standard Wooden Office Tables with Drawers
- e) Standard Office Chairs
- f) Steel Filing Cabinet (standard size)
- g) Display Board
- h) Electric Fans
- i) Scientific Calculators (CASIO)
- j) Electric Water Cooler (Dispenser)
- k) Office Stationery and Consumables
- l) Steel Cabinets and Shelves of required size
- m) Computer (Dual Core) with complete accessories, Internet Facility and Engineering Software as required by Engineer and Computer Operator
- n) Printer (Size A-4/A-3)
- o) Complete Furniture for Sitting Arrangements etc.

Other reasonable facilities such as, but not limited to Drawing Printing, Photocopies, Book Binding etc.

The Site Office including Fittings, Fixtures, Equipment and Furnishing shall remain the property of the Employer after completion of the works and in case the Employer does not want to retain the Site Office then the Contractor shall remove the Site Office and clear the area. The land shall be restored to its original condition.

No payment shall be made to the Contractor for the works involved under this Sub-Clause.

### **35 MEASUREMENT AND PAYMENT**

No measurement or payment shall be made for the works involved within the scope of these Special Provisions and all costs thereof shall be

deemed to be included in the quoted rates of other pay items of the Bill of Quantities.

**36. Transport Facilities**

Not Applicable

**37. Contractor's Representative**

The Contractor shall appoint an experienced Site Engineer (Professional Engineer) Registered with PEC (Pakistan Engineering Council) and duly licensed, who will be posted at the site of work for execution of the project properly.

The Contractor shall also have a responsible person permanently on the Site during normal working hours who is capable of receiving, and acting upon, instructions received from the Engineer or Employer representative.

The Contractor shall provide such assistance and supply such labour, materials and equipment as may be required by the Engineer's representative and his staff to enable them to carry out their duties under the contract.

**38. Security Passes**

The Contractor shall ensure that all his employees and those of his sub Contractors are issued with security passes and identification cards required by Employer.

**39. Visitors**

The Contractor shall not allow any unauthorized visitors on the Site. He is to keep visitors book which all authorized visitors shall sign. The Contractor shall provide safety helmets and any other appropriate protective clothing for such visitors for the duration of their visit.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Mobilization Advance**

The Contractor will be entitled to Mobilization Advance as per the discretion of the Employer after the signing of Contract against an irrevocable bank guaranteed of any schedule bank, valid and in full force from the date of issue of the bank guarantee up to the time of deduction of advance, have equaled the amount of guarantee. The advance will be given at the rate of ten percent (10%) of the Contract value in two stages 5% at each stage.

The advance will be recovered from the interim payment (Running Bill) of the Contractor at the rate of ten percent (10%) till the amount paid to the Contractor is fully adjusted. The mobilization period shall be two weeks from the date of receipt of letter of award to the Contractor by the Employer.

### **2. Shop Drawings**

Where nature of work of Contract makes it necessary and where specifically required by these specifications and in particulars for doors, windows, ceilings, joinery, all finishes, plumbing, electrical, mechanical, roof drainage, gas, compressed air, A/C pipes and fittings and their installation etc. Contractor shall cause his materials vendors, fabricators or sub-contractors to submit scales and full size shop drawings of his work for approval of Consultant.

Shop Drawings must be complete in every detail including provisions required of various trades, connections with other work, all cutting, fitting and drilling required and any / all other necessary

information in accordance with usual and customary trade practice as particularly required to be submitted to Consultants for approval.

It is to be understood that prior to manufacture, fabrication or installation of work under contract is carried forward, shop drawings shall be prepared and three copies of each drawing shall be submitted to the Consultants who will within two to three weeks after receipt thereof send one copy to the Contractor marked (I) "Approved", (II) "Approved Except as Noted" or (III) "Returned for Correction". The notations approved and Approved Except as Noted shall authorize the Contractor to proceed with the fabrication of materials and equipment covered by such drawings subject to the correction, if any indicated thereon. When prints of drawings have been returned for correction the Contractor shall make the necessary revision on the drawings and shall re-submit prints for approval in the same manner as per new drawings. Every revision made during the life of the contract shall be shown by number, date and subject in a revision block.

So far as practicable, each drawing shall bear a cross reference note referring to sheet number or numbers of Consultants' drawings showing same work in order to facilitate checking of shop drawings in Consultants' Office and their prompt return to Contractor.

It is Contractor's obligation and responsibility to check and verify all dimensions and be fully responsible for them and for their coordination in connection with work. Contractor is responsible for submission of vendor's and / or fabricators shop drawings in proper rotation that is where the shop drawings of trade are dependent upon shop drawing of another trade, proper shop drawing shall be submitted first. No extension of time in respect to final completion date of work will be granted to Contractor because of failure to

have any shop drawings in ample time to allow for checking and approval.

All shop drawings submitted by Contractor shall bear stamp of approval of Contractor as evidence that drawings have been checked by Contractor. Any drawings submitted without this stamp of approval will be considered as not having been submitted.

Each consignment of shop drawings submitted for approval must be accompanied by a letter of transmittal itemizing applicable work and number of the drawings. Each drawing must be marked with name of building and each series numbered consecutively for ready reference.

Contractor shall obtain all points from suppliers / manufacturers and others as necessary for construction purposes and the co-ordination of other trades and distribute them to all parties concerned.

No work being executed in any instance prior to approval by Consultants of any of respective shop drawings.

Consultants' approval, however, shall not relieve Contractor of responsibility for errors, as Consultants' approval of shop drawings is only general and is not intended to serve as a check and does not relieve Contractor from furnishing the materials and performing the work as required by drawings and specification.

### **3. As-Built Drawings**

The Contractor shall at all times keep on the site one copy of all drawings and approved samples together with copies of all public



safety codes and relevant standards applicable to the works. All such material shall be made available to the Engineer.

In addition, the Contractor shall, at all times, keep on site a separate set of prints on which shall be noted neatly, accurately and promptly site work progresses all insignificant changes between the work shown on the drawings and that which is actually constructed.

At the completion of works, the Contractor shall at his expense, supply to the Engineer six copies and two CD'S of all drawings amended to comply with work "As Built". The Contractor shall provide in the same format as the original drawings and additional drawing required to record the work.

#### **4. Defective Work Noticed After Payment to the Contractor**

If it shall appear to the Consultants that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any materials or articles, provided by the Contractor for the execution of the work are unsound or of a quality inferior to that contract or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Consultants specifying the work, materials or articles completed of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, according to the requirement at his own charge and cost. No additional and extra payment will be made for this. In the event of his failing to do so, no payments shall be made for the same till the defect is rectified as per instruction of the Consultants and in cases where rectification or removal of defects or material is not possible and work can be accepted otherwise the rates for such items will be

reduced, in such cases the decision of the Consultants will be final and binding on the Contractor.

## **5. Re-Measurement of Work**

After checking of the bill by the Consultant, if at any stage it is observed that the measurements were wrong or doubtful then the same will be re-measured and the measurement corrected. The Contractor will be informed the date and time for joint measurement. If the Contractor or his representative does not attend, then the measurement taken by the Consultant will be taken as correct and final.

## **6. Contractors Representative / Agent**

A competent agent registered with PEC as professional Engineer and duly authorized through a power Attorney whose qualifications and appointment shall be approved in writing by the Consultants [which approval may at any time can be withdrawn] is to be constantly on the works and shall give his whole time to the Superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall as soon as is practicable remove the Agent from the site and shall not thereafter employ him again on the site in any capacity and shall promptly replace him by another agent approved by the Consultant. The agent shall receive on behalf of the Contractor directions and instructions from the Consultants or the representative of the Consultants. The approval by the Consultant of the qualifications and appointment of the Contractors' representative for Superintendence of the work shall not relieve the Contractor of any of his duties or responsibilities under the contract.

## **7. Contractors Representative**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person provided by the Contractor who in the opinion of the Engineer, misconduct himself or is incompetent or negligent in the proper performance of his duties or whose presence on site is otherwise considered by the Engineer to be undesirable and such person shall not be again allowed upon the work. Any person so removed from the work shall be replaced as soon as possible.

## **8. Approved Manufacturers List**

A list of approved manufacturers is attached. The list is for guidance only. Other alternative manufacturers can also be considered provided they meet the criteria and specifications of the required product. However preference will be given to products obtained from the approved manufacturers.

## **9. Samples**

Where required in specifications as otherwise required by the Consultant samples of items of fittings, hardware, electrical and mechanical materials etc; to be applied in the work, shall be submitted by Contractor for approval to the Consultant before the Contractor takes the work in hand.

Samples of all materials submitted for approval to the Consultant shall be supplied in triplicate, each sample bearing a neatly typed label bearing the Contractor's name, name of sub-contractor or producer of materials, kind, quality and finish or formula where applicable [as in the case of liquids or paints] intended to be used,

in the project with date of submission. Written approval shall be obtained prior to processing or fabrication of any materials for which samples are submitted and all finished work shall conform to the characteristics of approved samples. In no instance shall approval of a sample relieve the Contractor of the responsibility for full compliance with any specification requirement.

The fact that materials have been accepted at shop or wherever the work is in preparation or progress shall not prevent its rejection under provisions hereof at the work sites either before or after installation. All samples shall be supplied by the Contractor at his own cost, for approval as directed.

Prior to the start of the application of any paint and or / finish treatment otherwise, the Contractor shall apply samples of the required finish treatment to specific representative walls and ceiling surface or other areas or surfaces where indicated by the Engineer representative. The size to be determined by the Engineer's representative / Client.

## **10. Insurance**

The Contractor shall be responsible for obtaining a Contractors all risks policy from an insurance company acceptable to the Employer against risks to the works and shall make good at his own cost, all losses or damages whether to works themselves or to the lives, persons, whether under the Workmen's Compensation Act of Third Party Risk or property of others from whatsoever cause arising out of or in connection with the works either during the progress of the works or during the period of maintenance provided by this Contract.

The Contractor shall whenever required, produce to the Employer / Consultant the policy or policies of insurance and the receipt for the payment of the current premiums. All works together with material and plant for incorporation therein for which Contractor will be responsible under the terms of Contract. The insurance shall cover the period from the date of commencement until the date the final taking over certificate is signed, and shall also cover during the period of maintenance, loss or damage arising from a cause for which the Contractor is held responsible, whether the cause is detected prior to commencement of the period of maintenance.

### **Accident or Injury to Workmen**

The Employer / Consultant shall not be liable for or in respect of any damages or compensation payable according to the provision of the Workmen's Compensation Act 1923 and any other laws in force in respect or in consequence of any accident, injury or death arising in connection with this contract to any workman or other person in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify the Employer against all such damages, compensation, claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.