

TABLE OF CONTENTS

SPECIAL /PARTICULAR CONDITIONS OF CONTRACT – PART II

Clause	Title
1.1	Definitions
3.1	Engineer's Duties and Authority
4.3	Contractor's Representative
6.10	Records of Contractor's Personnel and equipment
7.9	Use of Pakistani Materials and Services
8.1	Commencement of Works
8.11	Prolonged Suspension
8.3	Programme
13.1	Right to vary
13.3	Variation procedure
13.8	Adjustment for changes in cost
14.1	Contract Price
14.2	Advance Payment
14.5	Plants and Materials intended for Works
14.8	Delayed Payments
15.2	Termination by Employer/Procuring Agency
15.6	Corrupt and fraudulent Practices (Integrity Pact).
16.4	Payment on Termination
17.3	Employer's/Procuring Agency's Risks
18.1	General Requirements for Insurance
19.6	Optional Termination, Payment and release by the Employer
20.1	Contractor's Claims
20.2	Appointment of the Dispute Board / Notification of the Committee
20.3	Failure to agree on the composition of the Dispute Board.
20.4	Obtaining Dispute Board's Decision
20.5	Amicable Settlement.
20.6	Arbitration
20.7	Failure to comply with Dispute Board's Decision
20.8	Expiry of Dispute Board's Appointment

PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1	Definitions
1.1.1.4	“Form of Bid” is synonymous with “Letter of Tender”.
1.1.1.5	“Bid” is synonymous with “Tender”.
1.1.1.8	“The word ‘Tender’ is synonymous with ‘Bid’, and the words ‘Bidding’ with ‘Tendering’ and the words ‘Appendix to Tender’ with ‘Appendix to Bid’ and words ‘Tender Documents’ with ‘Bid Documents’”.
1.1.1.11	Insert this Sub Clause “Programme” means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.
1.1.2.2	“Employer” is synonymous with “Procuring Agency” The Employer is: Karachi Development Authority (KDA), Executive Engineer (SDP), 5 th floor, Room # 508, Civic Center, Karachi- Telephone No: 021-99230653 Fax No: 021- Employer’s Representative, Project Director
1.1.2.4	The Engineer is: EA Consulting (Pvt) Limited Al-9, 15 th Lane, Khayaban-e-Hilal, Phase VII, DHA Karachi.
1.1.2.9	“DB” is synonymous with “Committee”
1.1.3.7	“Defects Notification Period is synonymous with Defects Liability Period”
Sub-Clause 1.5 Priority of Documents	<i>Replace sequence of priority of documents with the following:</i> (a) the Contract Agreement (if completed), (b) the Letter of Acceptance, (c) the Addenda to Specification, Special Provisions and Specification, (d) the Tender including Letter of Bid, Appendix to Bid, Annexure, and tables excluding Appendix D Bill of Quantities”., (e) the Particular Conditions – Part I, (Appendix A) (f) the Particular Conditions – Part II (g) the General Conditions

Revamping of Gujjar Nala Including Service Roads.

	<p>(h) the Drawings,</p> <p>(i) the Appendix D, Bill of Quantities and</p> <p>(j) The Schedules and any other documents forming part of the Contract.</p>
Sub-Clause 1.6 Contract Agreement	<i>Replace the word “Employer” with “Contractor” in last line</i>
Sub-Clause 1.15 Inspections and Audit by the Bank	This Sub-Clause is deleted entirely.
Sub-Clause 2.4 Employer’s Financial Arrangements	This Sub-Clause is deleted entirely.
Sub-Clause 3.1 Engineer’s Duties and Authority	<p><i>The following paragraph is added after duties:</i></p> <p>Procuring agency shall ensure that the Engineer’s Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)</p> <p><i>Replace part of Clause after the sentence “The following provisions shall apply” with following:</i></p> <p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub Clauses of these conditions:</p> <ul style="list-style-type: none"> a) Sub-Clauses 1.9, 2.1, 4.7, 4.12, 4.24, 7.4, 8.4, 8.5, 8.9, 10.3, 13.7, and 19.4: Agreeing or determining an extension of time and / or additional cost. b) Approving subletting of any part of the Works under Clause 4.4. c) Sub-Clause 8.8: Instructing suspension of Works; d) Sub-Clause 10.1: Issuing Taking Over Certificate e) Sub-Clause 10.2: Issuing Taking Over Certificates f) Sub-Clause 11.9: Issuing Performance Certificate(s) g) Sub Clause 13.1: Instructing a Variation, except; <ul style="list-style-type: none"> i) in an emergency situation as determined by the Engineer, or ii) if such Variation would increase the Accepted Contract Amount not more than 1% cumulatively of such Amount. h) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2. i) Sub Clause 13.4: Specifying the amount payable in each of the applicable currencies j) Sub-Clause 13.7: Before Adjustment for Changes in Legislation k) Sub-Clause 13.8: Before Adjustment for Changes in Cost l) Sub-Clause 20.1: Approving Claims of the Contractor (Time / Financial) under Clause 20.1 and accepting principles of the Claims

Revamping of Gujjar Nala Including Service Roads.

	<p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of Works or adjoining property, he may, without relieving the Contractor of any of his duties and responsibility 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, despite the absence of approval of the Employer, 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 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p>
Sub-Clause 3.6 Management Meetings	<p><i>Insert this Sub Clause at the end of Clause 3</i></p> <p>“The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the progress with reference to the agreed program and arrangements for future works. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract”.</p>
Sub-Clause 4.1. Contractor’s General Obligation	<p><i>Add following at the end of Sub-Clause 4.1:</i></p> <p>The Contractor shall prepare and submit one complete set of "As-Built" Documents on one master CD and two complete sets of print copies of "As-Built" Documents together with the back-up of the quantity calculation to the Engineer within 28 days after the date of taking over by Employer. These “As-Built” Documents shall indicate all approved changes made during construction, superimposed on the original plans / “As-Staked Documents”.</p> <p>The final measured quantities for all pay items shall be included on all "As-Built" Documents. These "As-Built" Documents shall be prepared continuously as execution of the Works progresses and shall be submitted to the Engineer for review as sections or parts of the Project are completed. No Taking-Over Certificate for a Sector or the whole of Works shall be issued to the Contractor by the Engineer without the approved "As-Built" Documents. The preparation of the "As-Built" Documents shall be at the expense of the Contractor, payment for which is subsidiary to the pay items of the Contract.</p> <p>The review and approval by the Engineer or by the Employer of the "As-Built" Documents does not relieved the Contractor of any responsibility for and/or liabilities arising out of inaccurate, false or otherwise incorrect "As-Built" Documents prepared and submitted by the Contractor. The approved “As-Built Documents” shall be reproduced by the Contractor in four (4) hard copies and one (1) soft copies and return the same to the Employer.</p>

	<p>Shop Drawings. The Contractor shall furnish to the Engineer all Contractor's, and Subcontractor's Shop Drawings. Shop Drawings shall be deemed to include design drawings, fabrication drawings, catalogue cuts, brochures, illustrations, material lists, design calculations, reference standards and performance data which may be required by the specification necessary for the proper execution of the Work, or as otherwise required by the Engineer for assurance that there is intent to meet the requirements of the specifications. All Shop Drawings shall be in English.</p> <p>The Contractor shall submit all Shop Drawings to the Engineer in the manner hereinafter described, in sufficient time to prevent delays in the delivery of materials or in the progress or completion of the work. Regardless of the source of Shop Drawings, all submissions shall be deemed to be submissions by the Contractor under the Contract.</p> <p>All Subcontractors' Shop Drawings shall first be sent directly to the Contractor. The Contractor shall thoroughly check all such Shop Drawings for measurements, sizes of members, materials and all other details, to assure him that the Shop Drawings conform to the intent of the Drawings and Specifications.</p> <p>The Contractor shall return to the Subcontractors for correction, such Shop Drawings that are found inaccurate or otherwise in error. After the Contractor has checked and approved such Shop Drawings he shall place thereon the date of such approval and the legible signature of the checker, and shall then submit them to the Engineer for review. The Engineer may refuse to check or review any Shop Drawings that are not submitted in compliance with the foregoing requirements.</p> <p>The Contractor shall submit five (5) copies of Shop Drawings plus the number that the Contractor wishes to return for his own and his Subcontractor's use.</p> <p>For all Equipment, Shop Drawings shall be completed in all respects and shall show clear compliance with the Specifications. Where applicable, performance figures of equipment, finishes and reference to other relevant drawings must be noted on the Shop Drawings. Details of ancillary items being supplied with the particular equipment must be submitted. Piecemeal submissions will not be considered.</p> <p>Descriptive brochures that are applicable shall be included for information. Any notation on the Shop Drawings which is on the prints and not on the original from which the prints were made shall be in GREEN INK.</p> <p>The Engineer will review submitted Shop Drawings within a reasonable time and will return them stamped with "NO</p>
--	--

	<p>COMMENT", "SEE COMMENTS" or "RESUBMIT".</p> <p>The Engineer may, at his discretion, require an immediate re-submission of Shop Drawings noted "SEE COMMENTS" so that he can make a further review or amendments. Drawings requiring re-submission shall be either amended and re-submitted or shall be superseded by another Shop Drawings. Comments on Shop Drawings are not orders for Extra Work.</p> <p>Shop Drawings re-submitted for further review will be reviewed for response to previous notations only and the Contractor, by such re-submission shall be held to have represented that such Shop Drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer specific attention to the same.</p> <p>Should the Contractor question, or dissent, from such notations or comments, he shall direct the Engineer's attention to the same for further clarification before re-submitting.</p> <p><i>By reviewing Shop Drawings, the Engineer does not assume responsibility for errors or omissions and non-compliance with the Contract requirements. Such errors and omissions must be made good by the Contractor, irrespective, of the receipt, checking, or review of the Shop Drawings by the Engineer and even though the Work is done in accordance with such Shop Drawings.</i></p> <p>As-Staked Drawings. "As-Staked" Drawings shall be prepared for the entire project. These drawing shall be submitted to the Employer for review and approval regardless of the nature of the changes in the original design, if there is increase/decrease of more than five percent (5%) in quantities of major items of work and more than ten percent (10%) for minor items of work. Variation Order shall be prepared in accordance with Sub-Clause 13.1.</p> <p>The preparation of the "As-Staked" drawings and the corresponding back-up calculations must be completed within a reasonable period from the commencement of the project. The plans shall indicate major modifications (i.e. change in road alignment, change in type or main components of structures, introduction of new work items), superimposed on the original plans.</p> <p>The approved "As-Staked" drawings shall be reproduced (white print) by the Contractor in five (5) copies. The preparation of the "As-Staked" drawings and reproduction cost shall be at the expense of the Contractor, payment for which is subsidiary to the pay items of the contract.</p> <p>All data pertaining to As-Staked survey shall be jointly signed by the Contractor's and Engineer's representatives.</p>
--	---

Revamping of Gujjar Nala Including Service Roads.

	<p>Quality of Plans (“As-Built”, “As Staked” and other Drawings for Variation). All sheets of the “As-Built”, “As-Staked” and other drawings for Variations should be of uniform size and one (1) standard size (A1) using Mylar or other quality tracing paper. The sheets must be neat and clean and without any crossed-out or voided portion. The title block should be made an integral part of the sheet plans and not merely patched-up.</p> <p>Supplementary Drawings and Instructions. The Engineer shall have the authority to issue to the Contractor from time to time such supplementary drawings and instructions to the proper and adequate execution of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.</p> <p>The Contractor shall designate an additional set of drawings as “Record Drawings” and keep them to the site.</p> <p>The Contractor shall clearly and neatly mark the Record Drawing in ink to indicate all authorized changes in the work, and also as actually constructed. These additional plans will not change the work of the Contract but will elucidate or explain it.</p>
Sub-Clause 4.2 Performance Security	<p><i>Delete the Clause in entirety and replace with following</i></p> <p>The Contractor shall provide Performance Security to the Procuring agency 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 5% 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 Schedule Bank in Pakistan or (b) Bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Schedule Bank in Pakistan.</p>
Sub-Clause 4.3 Contractor’s Representative	<p><i>Insert additional paragraph at the end of Sub-Clause 4.3</i></p> <p>The Contractor’s authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.</p> <p>The Contracor Representative appointed shall be a graduated Engineer with 20 years of relevant experience.</p> <p>If the appointed peron fails to act as Contractor’s Representative, the contractor shall replace the person with equivalent or better experienced person as rep`lacement.</p>
Sub-Clause 4.4 Subcontractors	<p><i>Replace first line with the following</i></p> <p>The Contractor may subcontract the Works for the maximum value equal to 30% of the Accepted Contract Amount.</p>

Revamping of Gujjar Nala Including Service Roads.

Sub-Clause 4.8 Safety Procedures	<i>Insert additional paragraph at the end of Sub-Clause 4.8</i> 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.
Sub-Clause 4.18 Protection of the Environment	<i>Final paragraph to be added to after second paragraph</i> The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operation 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 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 scarring damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted or otherwise corrected as directed by the Engineer at Contractor's expense. Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and sightly conditions. No borrow areas shall be located within 500 meter from the right of way. During the performance of the work required under the Contract, the Contractor shall carryout proper and efficient measures as often as necessary to reduce the dust nuisance, and to prevent dust originating from his operations. For waste water disposal, the provision of septic tank alone for worker's camp etc. will not be sufficient and may have to be supplemented with secondary treatment in form of gravel drains / constructed wetland depending on the laboratory results of effluent from the septic tank. The Contractor shall take all necessary measures to prevent water from the Site causing a nuisance on or, in any neighbouring land or property either by causing flooding or by depositing sediment on the surface of the ground or in drains or watercourses. Wherever necessary to prevent this, the Contractor shall construct temporary drainage channels, layer sumps and traps (in addition to those shown on the Contract) discharging into existing drain, ditches or watercourses. The Contractor snail removes over all sediment, which may accumulate on any land or in any drains, ditches or watercourses or in any other property as a result of his operations.

Revamping of Gujjar Nala Including Service Roads.

	<p>All works including those below sub-soil standing water level shall be carried out in the dry unless specified otherwise. The Contractor's arrangements for controlling the inflow of water into the parts of the excavation being worked and during the placing of concrete and other works therein and for the collection and disposal of water shall be to the Engineer's Approval. Such arrangements may include interalia temporary cofferdams, well-point systems, pumps; drains trenches, flumes and other recognized means. All Costs and charges in dealing with water in any way whatsoever and the effects thereof will be deemed to be included in the Contract Price and in the unit rates or prices of the Contractor for excavations.</p> <p>Water flowing into excavations shall be carried by trenches, drainage layers or open jointed drains to sumps from which it shall be pumped. Such trenches drains or sands shall generally be clear of the Permanent Works unless approved otherwise by the Engineer. If, with the said Approval of the Engineer trenches drains or sumps are excavated under or immediately adjacent the Permanent Works, these shall comprise open-jointed pipes with gravel mounds. When no longer required and when approved by the Engineer they shall be filled with a cement /sand grout injected under pressure so as to fill the pipe and all voids completely.</p> <p>The Contractor shall keep all surfaces upon or against which concrete is to be deposited free from running water and no concrete shall be placed until such surfaces are properly drained. Suitable precautions shall be taken to prevent running water from washing out cement or concrete while it is setting or from injuring the Works in any other way.</p> <p>Notwithstanding the Approval by the Engineer of the Contractor's methods of dealing with water, the Contractor shall be responsible for and accept all the risks and liabilities of dealing with water from whatever source and of all effects thereof.</p> <p>The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein, comply with all applicable Environment Protection Laws and Regulations of the Country.</p>
Sub-Clause 4.21 Progress Reports	<p><i>Add following paragraphs after paragraph (h)</i></p> <ul style="list-style-type: none">(i) An updated construction schedule indicating the progress in percentage; and(j) Description of all works carried out since the last report; and(k) An updated Progress Curve/Projected Cash flow indicating the planned and actual progress; and(l) An updated Critical Resource Usage Chart showing comparison of planned and actual values; and(m) An updated material procurement plan showing

Revamping of Gujjar Nala Including Service Roads.

	<p>comparison of planned and actual values; and</p> <p>(n) An updated schedule of shop drawings comparison of planned and actual values; and</p> <p>(o) Description of the Works planned for the next 28 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing; and</p> <p>(p) Summary of all submission; and</p> <p>(q) Information about problems and areas of concern and proposal to overcome the same.</p>
Sub-Clause 6.5 Working Hours	<p><i>Add the following paragraph at the end of Sub-Clause 6.5:</i></p> <p>The Contractor shall pay overtime payment to the Engineer's Support Staff/Personnel who were required by the Contractor to perform their respective work assignment beyond the normal working hours stated in Part A – Particular Conditions (appendix A).</p>
Sub-Clause 6.10 Records of Contractor's Personnel and Equipment	<p><i>The following paragraphs added:</i></p> <p>The Contractor shall, upon request by the Engineer at any time in relation to any time of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.</p>
Sub-Clause 6.23 Epidemics	<p><i>Insert sub-clauses after Sub-Clause 6.22:</i></p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.</p>
Sub-Clause 6.24 Workers' Organizations	<p><i>Insert additional sub-clauses after Sub-Clause 6.23</i></p> <p>In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. The Contractor shall not discriminate or retaliate against Contractor's Personnel who participate, or seek to participate, in such organizations. Where national law restricts workers' organizations, the Contractor shall ensure that Contractor's Personnel have alternative means to express their grievances and defend their rights regarding working conditions and terms of employment, such as worker committees or forums to facilitate dialogue between workers' representatives and the employer. Where national is silent on this issue, the Contractor shall not discriminate or retaliate against Contractor's Personnel who participate, or seek to participate, in organizations and forums designed to promote good working conditions and favourable terms of employment, consistent with the Contract.</p>

Revamping of Gujjar Nala Including Service Roads.

<p>Sub-Clause 6.25 Non-Discrimination and Equal Opportunity</p>	<p><i>Insert additional sub-clauses after Sub-Clause 6.24</i></p> <p>The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and will not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on inherent requirements of the job will not be deemed discrimination.</p>
<p>Sub-Clause 7.9 Use of Pakistani Materials and Services</p>	<p><i>Insert additional sub-clauses after Sub-Clause 7.8</i></p> <p>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.</p>
<p>Sub-Clause 8.1 Commencement of Works</p>	<p><i>Delete paragraph (b) entirely and substituted with the following.</i></p> <p>The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay</p>
<p>Sub-Clause 8.3 Programme</p>	<p><i>Insert following additional paragraphs at the end of Sub Clause 8.3;</i></p> <p>The program shall be submitted in the form of CPM charts. The Contractor will also have a licensed copy of the software from a reputed firm which shall be accessible to the Engineer as well as his assistants. Contractor shall organize a training program for his and Engineer's staff so that the program can be updated regularly as required.</p> <p>The revised programme, in accordance with the Contract, shall be submitted within fourteen (14) days of the request received from the Engineer. The Contractor shall pay a penalty of Rs.100,000/- (Rupees Hundred Thousands only) for each day of delay in the submission of said revised programme. The Employer shall recover such amount from any payment due to the Contractor under the Contract, on the Engineer's recommendations.</p> <p>Notwithstanding General Conditions of the Contract Sub Clause 8.3, the program to be submitted for the execution of the works shall, in addition to the program of pure construction activities,</p>

	<p>include an alleviation program for site staff and labour and their families (if allowed to stay at camp) in respect of Sexually Transmitted Infections (STI), Sexually Transmitted Diseases (STD) including HIV/AIDS. The STID and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of Sub Clause 6.7 herein and the related Specifications.</p> <p>The Contractor shall submit the Programme of Works on Primavera Project Planner P-5 or the latest (both hard and soft copy) for the consent of the Engineer. 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 as scheduled shall form basis of Delay Damages pursuant to Sub-Clauses 8.7.</p> <p>In addition, cash flow estimates shall be supported with inputs of over drafts organized with 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 Primavera for programming and 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.</p> <p>In order to assist the Engineer's Project Management Team, the Contractor shall be required to submit at 2 weeks intervals data to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a particular format suitable for computer processing.</p> <p>The programme should be computerized and drawn up on the CPM with all details as illustrated in this Clause, 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.</p> <p>General Requirements:</p> <ol style="list-style-type: none">Programme should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this Clause.The Engineer at any time during the execution of the Works; direct the Contractor to change/modify the Programme /
--	---

	<p>Schedule based on the Priority of Works.</p> <p>c. No payment shall be released to the Contractor prior to approval of the Base Line Programme by the Engineer.</p> <p>d. Submittal of Programme consists of:</p> <ol style="list-style-type: none">1. Construction Schedule (CPM);2. Progress Curve/Project Cash Flow;3. Critical Resources Usage Chart;4. Detailed Method Statement;5. Material Procurement Plan;6. Schedule of Submittals and Shop-Drawings;7. Any other details as required by the Engineer; <p>Construction Schedule:F</p> <p>a. Construction Schedule shall be developed on the basis of Work Breakdown Structure provided or approved by the Engineer.</p> <p>b. Construction Schedule shall be detailed up to level 4 or as required by the Engineer.</p> <p>c. Durations of construction activity should be calculated practically in relation to quantity of work done and allocated resources. Any activity that demands duration greater than seven (07) calendar days should be split into number of activities to monitor the same accordingly.</p> <p>d. Construction activities of the schedule should be logically linked with preceding and succeeding activities and showed in submitted construction schedule.</p> <p>e. Critical Activities and Critical Path of the project should be highlighted with red colour in bar chart and precedence diagram. Total Float for non-critical activities should also be shown in the schedule.</p> <p>f. Appropriate quantity of direct resources (material, labour, equipment and non-consumable material) should be allocated to all activities and showed in submitted construction schedule. Labour resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being over allocated. Indirect resources should be allocated to supervision / summary activity.</p> <p>g. BOQ amount should be loaded to reach construction activity. Accrual basis should be indicated to construction activity.</p> <p>h. Construction Schedule should show Activity ID, Activity Description, BOQ Quantity, Duration, Start Date, Finish Date, Total Float, Predecessors, Resource names with quantity, BOQ Amount and timescale where the bars show start and finish dates.</p> <p>Progress Curve / Projected Cash Flow:</p> <p>a. Progress Curve / Projected Cash Flow should be developed</p>
--	---

	<p>and presented on Project Management Software – Primavera Project Planner.</p> <p>b. S-Curve should be plotted between time (in weeks) and progress of work done (in % of work). The progress should be shown in cumulative percent of work done. Percent of work done should be calculated with the BOQ amount and payment terms.</p> <p>Critical Resources Usage Chart:</p> <p>a. Critical Usage Chart should be developed.</p> <p>b. List of Critical Resources included Labourers, equipments, consumable/non-consumable materials and/or identified by the Engineer.</p> <p>c. Resource usage chart should show Resource Name and weekly utilization (numbers) of resources on each activity.</p> <p>Detailed Method Statement:</p> <p>a. Detailed method statement should be presented in descriptive format explaining the method of carrying out works, logistics, site layout, flow of work, quality and safety measures for each activity and any other details as required by the Engineer.</p> <p>Material Procurement Plan:</p> <p>a. Material Procurement Plan for major items of purchase should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. The Plan must as a minimum show the list of local & imported materials to be used, their specification reference, and planned dates for submittal to Consultant, approval process, placing of order, vendor contact, required delivery on site, status of Line of Credit (LOC) if applicable, and usage of material.</p> <p>Schedule of Shop Drawings and Submittals:</p> <p>Schedule of Shop Drawings and other Submittals should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. Plan must as a minimum show the list of shop drawings required and their specification reference, planned dates for submittal to consultant, approval process, and usage of shop drawing.</p> <p>Cash Flow Estimates:</p> <p>The Contractor shall, within 28 days from the receipt 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.</p> <p>Revised Programme:</p> <p>If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to</p>
--	---

Revamping of Gujjar Nala Including Service Roads.

	<p>which consent has been given under Sub-Clause 8.3, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.</p>
Sub-Clause 8.7 Delay Damages	<p><i>Insert following additional paragraphs at the end of Sub-Clause 8.7</i></p> <p>Notwithstanding the provision of above stated conditions following shall prevail:</p> <p>The rate of Delay Damages shall be 0.5% per day of the Contract Price for every day of delay in which whole or part of the work(s) remained unfurnished subject to a maximum of 10% of the Final Contract Price.</p> <p>In addition to the Delay Damages, the Contractor shall borne all the cost/expenses related to the supervision of the works by the Engineer and his staff 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/expanses will not be reimbursed / paid to the Contractor beyond the approved completion period of the works.</p> <p>If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the delay damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of delay damages and shall not affect the limit thereof.</p> <p>Interim Delay Damages</p> <p>Contractor's works programme submitted under Sub-Clause 8.3 of the Conditions of Contract shall be considered part of the Contract Agreement. If the Contractor's progress is not as per approved programme of works, the Contractor shall be liable for Interim Delay Damages at the rate of 0.05% of the Contract Price for each day of delay, which shall be refunded if the progress again matches the approved programme of works during the currency of works.</p> <p>The amount of interim delay damages deducted by the Employer from the payment of the Contractor and refunded shall be taken into consideration while determining the delay damages for the whole of the Works.</p> <p>If the progress of works is observed to be behind approved programme of works against three consecutive months then the Employer may invoke Sub-Clause 15.2 of the Conditions of Contract.</p>

Revamping of Gujjar Nala Including Service Roads.

Sub-Clause 8.11 Prolonged Suspension	Replace 84 days by 120 days.
Sub-Clause 10.1 Taking Over of the Works and Sections	<p><i>Insert following as 3rd paragraph after 2nd paragraph</i></p> <p>Within 14 days of the date of receipt of Contractor's notice for issuance of Taking Over Certificate the Employer shall on the written request of the Engineer constitute a committee comprising of Engineer/Engineer's Representative, Employer's and Contractor's Representatives. The Committee shall conduct a detailed inspection of the works completed by the Contractor to ascertain the completion or the extent of completion to decide about the issuance of Taking Over Certificate.</p> <p>The Engineer shall take further action on the Contractor's application in pursuance to the recommendations of the committee.</p>
Sub-Clause 11.9 Performance Certificate	<p><i>Insert following as 2nd paragraph after 1st paragraph</i></p> <p>At the completion of the Defects Notification Period the Employer shall constitute a committee comprising of Engineer / Engineer's Representative, Employer's and Contractor's Representatives. The Committee shall conduct a detailed inspection of the works to ascertain the issuance of Performance Certificate or otherwise.</p>
Sub-Clause 13.1 Right to Vary	In the last line of Para, after the word "Variation", the word "in writing" is added.
Sub-Clause 13.3 Variation Procedure	In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"
Sub-Clause 13.8 Adjustment for Changes in cost	<p><i>Delete the Clause in entirety and replace with following:</i></p> <p>The amounts payable to the Contractor, pursuant to Sub-Clause 14.6, shall be adjusted in respect of the rise or fall in the cost of materials only, and will be paid to the contractor on those items mentioned in the Appendix –C (B). Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly</p>
Sub-Clause 14.1 The Contract Price	<p><i>Renumber subparagraphs (c) and (d) as (f) and (g) and delete subparagraph (e).</i></p> <p><i>Insert following paragraphs (c), (d) and (e):</i></p> <p>(c) The Contract Price shall include all taxes, duties and other charges imposed outside the 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 to be performed under the Contract.</p> <p>(d) The Contractor's staff and labour will be liable to pay personal income taxes in the Country in respect of such of their salaries and wages as are chargeable under the Laws for the time being in force, and the Contractor shall perform such</p>

Revamping of Gujjar Nala Including Service Roads.

	<p>duties in regard to such deductions thereof as may be imposed on him by such laws.</p> <p>(e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.</p>
Sub-Clause 14.2 Advance Payment	<p><i>Delete the Clause in entirety and replace with following</i></p> <p>Financial Assistance is given to Contractor to enable him to overcome financial encumbrances and shall be made available by adopting anyone of the following methods (Mobilization Advance or Secured advance on Material).</p> <p>Mobilization Advance:</p> <p>Mobilization shall be available interest free upto 10% of the Contract Price stated in the Letter of Acceptance and shall be paid by the Procuring Agency 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 Schedule Bank in Pakistan acceptable to the Procuring Agency.</p> <p>(1) First part within 14 days after signing of Contract Agreement or date of receipt of Engineer's Notice to Commence' whichever is earlier: and</p> <p>(2) Second part within 42 days from the date of Payment of the first part, subject to the satisfaction of the Engineer as</p>

Revamping of Gujjar Nala Including Service Roads.

	<p>to the state of mobilization of the Contractor.</p> <p>This Advance shall be recovered in five equal instalments from the five (05) R.A.Bills, and incase the number of bills is less than 5, then 1/5 of the Advance shall be recovered from each bill and the balance from the final bill. It may be ensured that there is sufficient amount in final bill be enable recovery of the Mobilization Advance.</p>
Sub-Clause 14.5 Plant and Materials intended for the Works	<p><i>Delete the Clause in entirety and replace with following</i></p> <p>Secured Advance on Material</p> <p>(a) The Contractor shall be entitled to receive from the Procuring agency Secured Advance against an indemnity bond acceptable to the procuring agency of such sum as the Engineer may consider proper in respect of non-perishable material brought at site but not yet incorporated in the Permanent Works provide that:</p> <ol style="list-style-type: none">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 the 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 the materials and providing evidence of ownership and payment therefor.5. Ownership of such materials shall be deemed to vest in the Procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the Procuring agency: and6. The sum payable for such materials shall not exceed 75% of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials. <p>(b) The recovery of Secured Advance paid to the contractor under the above provision shall be effected from the monthly payment on actual consumption basis.</p>

Revamping of Gujjar Nala Including Service Roads.

<p>Sub-Clause 14.8 Delayed Payment</p>	<p><i>Second Para is replaced with following text:</i></p> <p>In the event of the failure of the Procuring Agency to make the payment within the time stated, the procuring agency shall pay to the contractor in case of ICB contracts only, the compensation at rate of KIBOR+2% per annum in local currency and Libor+1% for foreign currency, upon all sums to be paid from the date of which the same would have been paid (i.e. for NCB, no compensation is admissible).</p>
<p>Sub-Clause 14.15 Currencies of Payment</p>	<p>Currency of Payment is Pakistan Rupee (PKR).</p>
<p>Sub-Clause 15.2 Termination by Employer</p>	<p><i>Insert following as paragraph (g) after paragraph (f)</i></p> <p>(g) If the progress of works with respect to the Programme of Works is observed to be behind the approved program of works pursuant to Sub Clause 8.7 for three consecutive months.</p> <p><i>The following Para is added at the end of the sub-clause:</i></p> <p>Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency 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.</p>
<p>Sub-Clause 15.6 Corrupt and Fraudulent Practices</p>	<p><i>The following text is to be added as 3rd paragraph:</i></p> <p><i>Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above).</i> If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency shall be entitled to:</p> <ol style="list-style-type: none"> recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants; terminate the Contract; and recover from the Contractor any loss or damage to the procuring agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants. <p>The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under sub-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.</p>

Revamping of Gujjar Nala Including Service Roads.

Sub-Clause 16.1 Contractor's Entitlement to Suspend Work	<i>Delete words "... Sub-Clause 2.4 [Employer's Financial Arrangements] or ..." from first paragraph</i> Delete paragraph 2 in entirety (i.e. from words "Notwithstanding" to "notification from the bank".
Sub-Clause 16.2 Termination by Contractor	<i>Delete paragraph (a) in entirety.</i>
Sub-Clause 17.3 Employer's Risks	Delete paragraph (a) in entirety.
Sub-Clause 18.1 General Requirements for Insurance	Add following text The contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Clauses 18.1,18.2,18.3,18.4) with either National Insurance Company of Pakistan or any other Insurance Company having at least AA rating status from PACRA/JCR in favour of the Employer valid for a period 28 days after the expiry of Defects Liability Period. Costs of such insurances shall be borne by the contractor.
Sub-Clause 19.6 Optional Termination, Payment and release by the Employer	Delete paragraph (c), (d) and (e) in entirety.
Sub-Clause 20.1 Contractor's Claims	<i>Insert following at the end of Sub-Clause 20.1</i> The Contractor shall not be entitled for any extension of Time for Completion and/or additional payment in respect of the claim(s) if the Contractor fails to comply with the requirements or any of the requirement of Sub-Clause 20.1 within the time period stipulated there in the Clause above mentioned and or fails in keeping and producing necessary records whenever demanded by the Engineer.
Sub-Clause 20.6 Arbitration	<i>Delete the Clause in entirety and replace with following</i> <i>Any dispute in respect of which:</i> <i>a. the decision, of the Dispute Board has not become final and binding pursuant to sub-clause 20.2, and</i> <i>b. amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.</i> The place of arbitration shall be Karachi, in Sindh Province. The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to

Revamping of Gujjar Nala Including Service Roads.

	<p>the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.</p> <p>Either Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.</p> <p>Arbitration shall be commenced after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration.</p>
--	--