

Tender Document

**Interior Renovation of Special Technology Zones Authority Office
At 16th, 17th & 18th Floor, State Life Tower, Jinnah Avenue, Islamabad
Covered Area of 12,477 Sft**

Bid Submission Date & Time: 1400 Hours, 10th June 2021

Bid Opening Date & Time: 1430 Hours, 10th June 2021

Tender Reference # STZA/Office/Renovation/2021-01

Issued To	
Date	
Tender Fee Receipt #	
Issued By	
Signature	



INVITATION FOR BIDS

The Employer, SPECIAL TECHNOLOGY ZONES AUTHORITY, invites sealed bids from well reputed companies/contractor registered with PEC under C3 or above category having valid NTN, Income Tax/Sales Tax Department (if applicable for the Interior Renovation of Special Technology Zones Authority Office At 16th, 17th & 18th Floor, State Life Tower, Jinnah Avenue, Islamabad Covered Area of 12,477 Sft:

Bidders may obtain information, inspect the Bidding Documents from PPRA and/or STZA websites. A complete set of Bidding Documents immediately available after the date of publication and may be purchased by an interested bidder on submission of a written application from the office of the undersigned upon payment of a non-refundable fee of Rs. 5,000/- (Rupees Five Thousand Only).

Bids must be submitted in two main envelopes, one marked "Technical Bid" and other as "Financial Bid" under Single Stage Two Envelope Bidding Procedure. All technical bids must be accompanied by a Bid Security i.e 2% of the total bid price in shape of pay order, demand draft in favor of Employer and must be delivered to Office of the STZA, 318 C, Prime Minister's Office, G5 , Islamabad, at or before 1400 hours, on 10.06.2021.

Any bid received by the Employer after the deadline for submission of bids will be returned unopened.

Any technical bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

Technical Bids will be opened at 1430 hours on the same day, in the presence of bidder's representatives who choose to attend at the Conference Room, First Floor, National Library of Pakistan, Sharah-e-Jamhoriyat, G-5, Islamabad. Date of opening of Financial Bids of technically qualified bidders shall be notified at a later date after Evaluation of the Technical Bids.

Public Procurement Rules 2004, together with amendments, shall apply.

Director Special Projects

Special Technology Zones Authority
318 C, Prime Minister's Office, G5 , Islamabad,

INSTRUCTIONS TO BIDDERS

Bidders must ensure that they submit all the required documents indicated in the Bidding/Tender Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Public Procurement Rules, 2004

This Bidding Process will be governed under Public Procurement Rules, 2004, as amended from time to time and instructions of the Federal Government received during the completion of the project.

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will be part of Contract).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”. Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive and will be expected to complete the Works within the time specified in bidding data sheet.

1.2 Source of Funds

The Employer has arranged funds from its own sources. [or any other source which may be indicated accordingly]

IB.2 One Bid per Bidder

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 will be disqualified.

IB.3 Eligible Bidders

- 3.1 Bidding is open to all firms and persons meeting the following requirement:
- a) Duly licensed by the PEC in the Category C3 and above.
 - b) Duly fulfil the requirements as mentioned in Technical Qualification Criteria.

IB.4 Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and submission of its bid 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.5 Site Visit

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. All cost in this respect shall be at the bidder’s own expense.

B. BIDDING DOCUMENTS

IB.6 Contents of Bidding Documents

6.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued.

- (a) Instructions to Bidders & Bidding Data
- (b) Form of Bid & Schedules to Bid
 - Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
- (c) Conditions of Contract & Contract Data
- (d) Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement
- (e) Specifications
- (f) Drawings, if any

6.2 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 and will be rejected.

IB.7 Clarification of Bidding Documents

7.1 The queries of the Bidders (if any) for seeking clarifications regarding the works /supplies must be received in writing to the STZA before 03 days of proposed pre-bid meeting. Any query received after said date may not be entertained. All queries shall be responded to within due time. STZA may host a Q&A session, if required, at STZA premises. All Bidders shall be informed of the date and time in advance.

7.2 The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the works/supplies awarded under this Bid Process will be entertained by the STZA. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

- 7.3 The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the supplies/works and price/cost quoted in the Bid to cover all obligations under this Bid Process.
- 7.4 It must be clearly understood that the Terms/Conditions/Scope of work/ Specifications/criteria's etc are intended to be strictly enforced. No escalation of cost of quoted items except arising from increase in quantity by the Bidder on the demand and approval of the Engineer/Employer will be permitted.

IB.8 Amendment of Bidding Documents

- 8.1 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.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents 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.
- 8.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids as per Public procurement Rules 2004.

C. PREPARATION OF BIDS

IB.9 Language of Bid

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

IB.10 Documents Comprising the Bid

10.1 The Tender shall be in two parts i.e. **the technical proposal and the financial proposal**. The envelopes shall be clearly marked with Technical proposal and financial proposal in bold and legible letters to avoid any confusion.

10.2 submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.

10.3 Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed 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;

10.4 The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions.
- (d) Bid Security
- (e) Power of Attorney
- (f) Documentary evidence

10.5 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, projects completed and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements.

IB.11 Sufficiency of Bid

- 11.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 11.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works, 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 by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities/Schedule A.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total Bid Price submitted by a bidder.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

- 13.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

IB.14 Currencies of Bid.

The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees.

IB.15 Bid Validity

15.1 Bids shall remain valid for the period **90 days** from the last date for submission of the Tender.

15.2 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.

IB.16 Documents Establishing Works' Conformity to Bidding Documents

16.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

16.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the technical Provisions are intended to be descriptive only and not restrictive.

IB.17 Bid Security

17.1 Each bidder shall furnish, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees As part of Technical bid envelope.

17.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

17.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

17.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant and signed the Contract .

17.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity
- (b) if a bidder does not accept the correction of his Bid Price,
- (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security
 - (ii) sign the Contract Agreement, in accordance with relevant Sub-Clauses

IB.18 Pre-Bid Meeting

- 18.1 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, is as stipulated in the Bidding Data Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 18.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than 03 days before the proposed pre-bid meeting.
- 18.3 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 , 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 and through the minutes of the pre-bid meeting.
- 18.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.19 Format, Signing and Submission of Bid

- 19.1 All documents of the Bid must be properly completed and signed.
- 19.2 No alteration is to be made in financial bid. If any such alterations be made the bid may be rejected.
- 19.3 The Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
Bidder shall prepare one original of the Technical Bid and one original Financial Bid and clearly mark it “ - TECHNICAL BID” and “ – Financial BID”.
- 19.4 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except un-amended printed literature, shall be signed or initialed by the person signing the bid.

- 19.5 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 19.6 Bidders shall indicate 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.
- 19.7 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BID

IB.20 Sealing ,Marking ,Deadline for Submission, Modification & Withdrawal of Bids

- 20.1 Each bidder shall submit his bid as under:
 - (a) The Technical and Financial Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the both bids will be put in one sealed envelope and addressed / identified .
- 20.2 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 20.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 20.4 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 20.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 20.6 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.

E. BID OPENING AND EVALUATION

IB.21 Bid Opening

- 21.1 The Employer will open the Technical Bids at STZA office, at date and time specified in the Bidding Documents in the presence of Bidders designated representatives. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.

No Bid shall be rejected at the opening of Technical Bids except for late bids and non-attached bid security. Preliminary Examination of Technical Bids

- 21.2 The Employer shall examine the Technical Bid to confirm that all the requirements are completed and documents have been provided.
- 21.3 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 21.4 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.
- 21.5 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Financial Bids.
- 21.6 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
 - (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts and alternative offers; and
 - (d) Any other details as the Employer may consider appropriate
- 21.7 Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

IB.22 Process to be followed

Public procurement Rules 2004 along with amendments shall be followed.

IB.23 Clarification of Bids

- 23.1 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.
- 23.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

IB.24 Examination of Bids and Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 24.2 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; (iv) conforms to all the terms, conditions, criteria and specifications of the Bidding Documents.

IB.25 Correction of Errors

- 25.1 Financial Bids 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.
- 25.2 If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited.

IB.26 Evaluation and Comparison of Bids

- 26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive as per bidding documents.
- 26.2 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.

IB.27 Process to be Confidential

- 27.1 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 before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. 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. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process..

F. AWARD OF CONTRACT

IB.28. Post Qualification

28.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

28.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted, as well as such other information required in the Bidding Documents.

IB.29 Award Criteria & Employer's Right

29.1 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.28.

29.2 Notwithstanding Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.30 Notification of Award & Signing of Contract Agreement

30.1 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 to 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").

30.2 No Negotiation be permitted.

30.3 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.

- 30.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.31 Performance Security

31.1 The successful bidder shall furnish to the Employer a Performance security of the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance in form of Bank guarantee from any Scheduled Bank of Pakistan or an insurance company having atleast AA rating from PACRA/JCR.

31.2 Failure of the successful bidder to comply with the requirements of performance security or signing of contract agreement or noncompliance of any terms & conduction enlisted in tender documents/contract/LOA etc, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security..

IB.32 Integrity Pact

32.1 The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.33 Signing of Contract Agreement

33.1 The formal Agreement between the Employer and the successful bidder shall be executed.

IB. 34 General Performance of the Bidders

34.1 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, interalia, reject his bid and/or refer the case to the Public Procurement Regulatory Authority (PPRA). Upon such reference, PPRA 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.

Bidding Data Sheet

The Following specific data for the works to be bid shall compliment, amend or supplement the provisions in the instructions to bidder. Wherever, there is a conflict, the provisions herein shall prevail over these in the instructions to bidders.

Instructions to Bidders

Clause Reference

1 Name and address of the Employer:

Special Technology Zones Authority

2 Name of the Project & Summary of the Works:

Interior Renovation of Special Technology Zones Authority Office At 16th, 17th & 18th
Floor, State Life Tower, Jinnah Avenue, Islamabad Having Covered Area Of 12,477 Sft

3 Time limit for clarification:

Three (03) days prior to Pre-Bid Meeting.

4 Bid language:

[The same language in which the Bidding Documents are written, English, should be used in National/ International Competitive Bidding.]

5 Firms who fulfils all the requirements stated below shall be eligible:

(a) Letter of Technical Bid

(b) Firm must have valid & active registration with Income Tax, Sales Tax Department.

(c) Certificate C-3 or above Category of PEC.

(d) Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.

(e) Bid Security

(f) Written confirmation authorizing the signatory of the Bid to commit the Bidder

(g) Affidavit of the firm regarding non-involvement in the litigation/arbitration and not

being blacklisted from any Government department/organization.

- (h) Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the tender document have been satisfactorily vetted).
- (i) Firm that has completed at least Three (03) projects of similar size and complexity as a contractor with a minimum value of Rs. 40 Million each during last five (05) years. Experience of firms as sub-contractor against the projects of similar size, nature and complexity will not be considered for evaluation. (Letter of Award & Completion Certificates are must to be provided).
- (j) Firm that has a minimum Average Annual Construction Turnover of Rs. 100 Million based on the last three years audit reports. (Audit Reports are must to be provided).
- (k) Special Stipulations (as filled by the Employer) (appendix –A)
- (l) Proposed Construction Schedule (appendix –E)
- (m) Method of Performing the Work (appendix –F)
- (n) Availability of Critical Equipment (appendix –G)
- (o) Construction Camp and Housing Facilities (appendix –H)
- (p) List of Subcontractors (appendix –I)
- (q) Organization Chart for Supervisory Staff (appendix –K)
- (r) Integrity Pact (appendix –L)
- (s) Financial Competence and Access to financial (appendix –M)
- (t) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

6. The Bidder shall submit with its Price Bid the following documents:

- (a) Letter of Price Bid.
- (b) Bill of Quantities (appendix –D)

7. Bidders to quote entirely in Pak. rupees

8. Period of Bid Validity: 90 DAYS

9. Amount of Bid Security: 2 % of the Bid Price.

10. Venue, time, and date of the pre-Bid meeting:

Venue: **Director Special Projects**
Special Technology Zones Authority
318 C, Prime Minister's Office, G5 , Islamabad,

Date: 4th June 2021

Time: 1100 hrs

11. Number of copies of the Bid to be completed and returned:
One Original and One copy.
12. Employer's address for the purpose of Bid submission:

**Director Special Projects
Special Technology Zones Authority
318 C, Prime Minister's Office, G5, Islamabad,**

Contact Person :

Name: __Mr Atif Bilal (Director Special Projects, STZA)

13. Deadline for submission of bids:

Venue:

**Special Technology Zones Authority
318 C, Prime Minister's Office, G5 , Islamabad,**

Date: ___10th June 2021_____

Time: _____1400 hrs_____

14. Venue, time, and date of Technical Bid opening:

**Special Technology Zones Authority
318 C, Prime Minister's Office, G5 , Islamabad,**

Date: ___10th June 2021_____

Time: _____1430 hrs_____

-FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules 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 _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ 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 undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

Appendices to Bid

Appendix-A to Bid

SPECIAL STIPULATIONS

1.	Engineer's Authority to issue Variation in emergency	2% of the Contract Price stated in the Letter of Acceptance
2.	Variation	Approval is required by the engineer/employer for all variations
3.	Law applicable	The law to be applied is the law of Islamic Republic of Pakistan and Public Procurement Rules 2004.
4.	Amount of Performance Security	Performance Security shall be 10% of Contract Price stated in Letter of Acceptance in shape of Bank Guarantee issued by Scheduled Bank of Pakistan or Bond from insurance company having atleast AA rating from PACRA/JCR
5.	Time for Furnishing Program	Within 05 days from the date of receipt of Letter of Acceptance.
6.	Time for Commencement	Within 07 days from the date of receipt of Engineer's/Employer Notice to Commence .
7.	Time for Completion	90 days from the date of receipt of Notice to Commence.
8.	Amount of Liquidated Damages	The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, shall be a sum equal to 10 % of the amount stated in the letter of acceptance of the Works divided by one-fourth of the number of days specified as completion time
9.	Defects Liability Period	01 Year from the effective date of Taking Over certificate.
10.	Percentage of Retention Money	5 % of Contract Price stated in the Letter of Acceptance
11.	Mobilization Advance	15 % of Contract Price as stated in the Letter of Acceptance.

BILL OF QUANTITIES

1. The Bill of Quantities shall be read in conjunction with the clauses of bidding documents, 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/Employer 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/employer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, 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, 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. The Bill of Quantities must be filled in accordance with bidding documents.
8. The BOQ filled by contractor shall be part of Financial Bid.
9. **Detail's BILL OF QUANTITIES BOQ (VOL II)**

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to 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 program 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 Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____days
b) Part-A	_____days (If applicable)
c) Part-B	_____days (If applicable)
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.
4. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

The Bidder will provide 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.

LIST OF MAJOR EQUIPMENT

Appendix-G to Bid

Machinery /Equipment:

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	PLANT/EQUIPMENT					
	Description	Make	Model	Year	Capacity	Qty
1						
2						
3						
4						
5						
6						

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor shall provide description of his construction camp's facilities and staff housing requirements.

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

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract.

LIST OF SUBCONTRACTORS

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

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

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

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE
ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES &
WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____ Contract Value: _____
Contract Title: _____

..... [Name of Supplier] 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies 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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoP.

Name of Employer:
Signature:

[Seal]

Name of Contractor:
Signature:

[Seal]

Appendix-M

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

Contractor shall provide following:-

1. Average Annual Construction Turnover

Criteria	Bidders' to list their certified yearly turnover for last 3 years
Minimum average annual construction turnover of Pak Rupees 100 Million Calculated as total certified payments received for contracts in progress or completed, within the last 3 years. <i>(Audit Reports are must to be provided).</i>	

Appendix-N to Bid

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, for at least the last 5 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Participation as contractor, management contractor, in at least 03 Contracts within the last 5 years, each with a value of at least Rs 40 Million that has been successfully or is substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents. <i>(Letter of Award & Completion Certificates are must to be provided).</i>		

3) Personnel

List of Technical Staff be provided on Judicial Stamp Paper that following staff will be available for execution of the project.

Project Manager (1 No.)

B.Sc. (Civil Engg.) having minimum 10 years overall experience with 08 years experience in managing road construction projects. OR M.Sc. (Civil Engg.) having minimum 08 years overall experience with 06 years in managing Building construction projects.

b) Structural Engineer (1 No.)

B.Sc. (Civil Engg.) having minimum 05 years overall experience with 02 years of relevant experience in Building construction projects.

c) Quantity Surveyor (1 No.)

B. Sc. (Civil Engg.) having minimum 03 years working experience in quantity analysis in road projects. OR DAE (Civil) having minimum 05 years working experience in quantity analysis in Building projects.

h) Surveyor (1 No.)

B. Sc. (Civil Engg.) having minimum 05 years working experience in road project. OR DAE (Civil) having minimum 08 years working experience in Building projects.

- 4) Data regarding past performance and present commitment of the Bidders during last 05 years:

Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Financial Status	
			Start	Completion	Cost of the Project	Average Monthly IPC
1.						
2.						
3.						
4.						
5.						
6.						
Total						

STANDARD FORMS

Note: Standard Forms provided in this document for securities are to be issued by a bank.

**FORM OF PERFORMANCE
SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

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 the 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 9, Remedying Defects, 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, for 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 bounded 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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT (ON STAMP PAPER)

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the day of _____ 2021 between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS bids have been received by the Employer for work **Interior Renovation of Special Technology Zones Authority Office at 16th, 17th & 18th Floor, State Life Tower, Jinnah Avenue, Islamabad** and bid of the Contractor for the said work amounting to “**Rupees** _____ **only**” (**Rs** _____) has been accepted by the Employer vide letter No. _____ dated _____ for the execution and completion of such Works in all respects and the remedying of any defects therein.

NOW this Agreement witnessed 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, including Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) The Contract Agreement
 - (d) Special Stipulations (Appendix -A)
 - (e) Conditions of Contract & Contract Data;
 - (f) The Priced Bill of Quantities (Appendix -D)
 - (g) The complete appendixe’s to Bid
 - (h) The Specifications;
 - (i) The Drawings
 - (j) _____ (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 within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The work shall commence within Seven (07) days of issuance of Letter of Commencement and the Contractor shall fully complete the work within ninety (90) day). The Defect Liability Period for the said work is **01 year**.

IN WITNESS WHEREOF the parties hereto have caused this Contract 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 the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (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 Rs. _____ Rupees _____) 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 advance payment for the performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

CONTRACT

**Interior Renovation of Special Technology Zones Authority
Office at 16th, 17th & 18th Floor, State Life Tower,
Jinnah Avenue, Islamabad**

THIS CONTRACT/ AGREEMENT is made in duplicate on _____, Two Thousand Twenty One BETWEEN -----, a Company incorporated and existing under the law of Pakistan and having its registered office at -----. Hereinafter called. "The First Party" of ONE PART AND **Special Technology Zones Authority**, Pakistan, Hereinafter called "The Second Party".

PART I - GENERAL CONDITIONS

1. Scope of Work

The Interior Renovation of Special Technology Zones Authority office at 16th, 17th & 18th Floor, State Life Tower, Jinnah Avenue, Islamabad as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the "Works"

1.1 Notices, Consents, Approvals, Certificates and Determinations

Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

2. Engineer/Employer Representative

2.1 Engineer's Duties and Authority

- (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, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out contract. 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.

2.2 Engineer's Representative

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.

2.3 **Engineer's Authority to Delegate**

The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

- (a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- (b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

2.4 **Instructions in Writing**

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instructions of the Engineer.

2.5 **Engineer to Act Impartially**

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- (a) giving his decision, opinion or consent,
- (b) expressing his satisfaction or approval,
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as per contract.

3. **Assignment of Contract**

The Contractor shall not, without the prior consent of the Employer assign

the Contract or any part thereof, or any benefit or interest.’

4. **Subcontracting**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer/Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labour,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract,
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

4.1 **Assignment of Subcontractors' Obligations**

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

5. **Contract Documents**

5.1 **Language/s and Law**

- (a) All correspondence and documents related to the bid/tender/contract/correspondence exchanged by a bidder and the Employer shall be written in English language.
- (b) The law to be applied is the law of Islamic Republic of Pakistan and Public Procurement Rules 2004 along with amendments

5.2 **Priority of Contract Documents**

The following documents after incorporating addenda, if any including instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Letter of Acceptance;
- (b) The completed Form of Bid along with Schedules to Bid;
- (c) The Contract Agreement
- (d) Special Stipulations (Appendix -A)
- (e) Conditions of Contract & Contract Data;

- (f) The Priced Bill of Quantities (Appendix -D)
- (g) The complete appendixe's to Bid
- (h) The Specifications;
- (i) The Drawings
- (j) _____ (Any Other)

6.1 Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Employer, who shall pay the cost thereof.

6.2 One Copy of Drawings to be Kept on Site

One copy of the Drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorised by the Engineer/Employer in writing.

6.3 Disruption of Progress

The Contractor shall give notice to the Engineer, with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.4 Delay and Cost of Delay of Drawings

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 Contract

7. Supplementary Drawings and Instructions

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.

7.1 Permanent Works Designed by Contractor

Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval:

- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- (b) operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with contract until such operation and maintenance manuals together with drawings on completion have been submitted to and approved by the Engineer.

7.2 Responsibility Unaffected by Approval

Approval by the Engineer, in accordance with Sub-Clause 7.1, shall not relieve the Contractor of any of his responsibilities under the Contract.

8. General Obligations

8.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, material, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

8.2 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. The Contract

expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

9 Contract Agreement

The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary.

10. Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security , in the form of Bank Guarantee from scheduled Bank of Pakistan or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data. Amount of performance security shall be 10% of contract price as stated in letter of acceptance.

10.1 Period of Validity of Performance Security

The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects within Defects 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 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

10.2 Claims under Performance Security

Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11. Inspection of Site

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 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
- (d) 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.

12. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

13. Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer/Employer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer/Employer (or his delegate).

14. Programme to be Submitted

The Contractor shall, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

14.1 Revised Programme

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Clause 14., 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.

14.2 Contractor not Relieved of Duties or Responsibilities

The submission to and consent by the Engineer of such programmes or the provision of such general descriptions shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15. Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorised representative, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

16. Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- (a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

16.1 Engineer at Liberty to Object

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, misconducts 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 Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

17. Setting-out

The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference.
- (b) the correctness, subject as above mentioned of the position, levels dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy

thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the Works.

18. Safety, Security and Protection of the Environment

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 and the Works 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
- (b) 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.

19. Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- (a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period.

19.1 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in contract, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under contract.

20. Employer's Risks

The Employer's risks are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,
- (f) 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,
- (g) 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
- (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

21 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property,

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever.

21.1 Exceptions

The "exceptions" referred to in Clause 21 are:

- (a) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and

- (b) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

21.2 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 21.1

22. Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 21, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 23) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in Sub-Clause 21.1.

23. Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

24. Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (c) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Employer indemnified against all penalties

and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 21.2.

25. Interference with Traffic and Adjoining Properties

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

26. Avoidance of Damage to Roads

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

27. Contractor to Keep Site Clear

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

28. Clearance of Site on Completion

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus materials, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations

during the Defects Liability Period.

29. Labour

29.1 Engagement of Staffs and Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

30. Materials, Plant and Workmanship

30.1 Quality of Materials, Plant and Workmanship

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.

30.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

30.3 Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is:

(a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in cases only for a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

31. Inspection of Operations

The Engineer, and any person authorised by him/Employer, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

31.1 **Inspection and Testing**

The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

31.2 **Rejection**

As a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant or work are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant or work and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant or work comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant or works shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the test shall after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

31.3 **Independent Inspection**

The Engineer may delegate inspection and testing of materials or Plant to an independent inspector. for this purpose such independent inspector shall be considered as an assistant of the Engineer.

32. **Examination of Work before Covering up**

No part of the works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.

33. **Removal of Improper Work, Materials or Plant**

The Engineer shall have authority to issue instructions from time to time, for:

- (a) the removal from the Site, within such time or times as may be specified

in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,

(b) the substitution of proper and suitable materials or Plant, and

(c) the removal and proper re-execution, notwithstanding any previous test or, of any work which, in respect of

(i) materials, Plant or workmanship, or

(ii) design by the Contractor or for which he is responsible,

is not, in the opinion of the Engineer, in accordance with the Contract.

34. Default of Contractor in Compliance

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

35. Suspension

35.1 Suspension of Work

The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is:

(a) otherwise provided for in the Contract,

(b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,

(c) necessary by reason of climatic conditions of the Site, or

(d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof

35.2 Suspension lasting more than 30 Days

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 30 days from the date of suspension then, the Contractor may give notice to the Engineer requiring permission, to proceed with the Works or that part thereof in regard to which progress is suspended.

If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 43 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with contract.

36. Commencement and Delays

36.1 Commencement of Works

The Contractor shall commence the Works Within 07 days from the date of receipt of Engineer's/Employer Notice to Commence, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

36.2 Possession of Site and Access Thereto

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

36.3 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 40, within the time stated in the Appendix to Tender for the whole of the Works or the Section, calculated from the Commencement Date, or such extended time as may be allowed under Clause 37.

37. Extension of Time for Completion

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.

38. Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

39. Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 40, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 36.3, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and as a penalty 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.

40. Taking-Over Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall within 14 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's

opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 14 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

40.1 Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contractor, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

40.2 Surfaces Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

41. Defects Liability

41.1 Defects Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Appendix to Tender, calculated from:

(a) the date of completion of the Works certified by the Engineer in accordance with Clause 40.

41.2 Completion of Outstanding Work and Remedying Defects

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

(a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and

(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

41.3 Cost of Remedying Defects

All cost of remedying defects work shall be executed by the Contractor at his own.

41.4 Contractor's Failure to Carry Out Instructions

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all cost consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

42. Contractor to Search

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with a copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is not liable under the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost.

43. Alterations, Additions and Omissions

43.1 Variations

The Engineer shall make any variation of the form, quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 43.3. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

43.2 Instructions for Variations

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.

43.3 Valuation of Variations

All variations referred to in Clause 43 and any additions to the Contract Price which are required to be determined in accordance with sub-Clause 43.3 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, then Govt Scheduled rates shall be applied, otherwise 03 quotation from market shall be obtained.

43.4 Additional work not Exceeding 15 per cent

Additional work of any kind, necessary for the completion of the Works, should not be in excess of 15 per cent of the Effective Contract Price.

44. Procedure for Claims

44.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer with a copy to the Employer, within 14 days after the event giving rise to the claim has first arisen.

44.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 44.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 44.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the

Engineer so instructs.

44.3 Substantiation of Claims

Within 14 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 44.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 14 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

44.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator assessing the claim considers to be verified by contemporary records.

45. Contractor's Equipment, Temporary Works and Materials

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

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.

45.2 Employer not Liable for Damage

The Employer shall not at any time be liable, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

45.3 Customs Clearance

The Employer will use his best endeavors in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.

**46. Measurement
46.1 Quantities**

The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

46.2 **Works to be Measured**

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 48. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the contractor and Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

46.3 **Method of Measurement**

The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.

46.4 **Breakdown of Lump Sum Items**

The Contractor shall submit to the Engineer, within 14 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

47. **Provisional Sums**

47.1 **Definition of "Provisional Sum"**

"Provisional Sum" means a sum included in the Contract and so designated

in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

47.2 Use of Provisional Sums

In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, material, Plant or services by:

- (a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 43.3

47.3 Production of Vouchers

The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.

48. Certificates and Payment

48.1 Monthly Statements & Payments

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer 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 in respect of:

- (a) the value of the Works executed,
- (b) adjustments, and
- (c) any other sum to which the Contractor may be entitled under the Contract or otherwise.

48.2 Payment of Retention Money

- (a) Upon the expiration of the Defects Liability Period for the Works the Retention Money shall be certified by the Engineer for payment to the Contractor.

48.3 Correction of Certificates

The Engineer may make any correction or modification in payment which shall have been issued by him and shall have authority, if any work is not

being carried out to his satisfaction, to omit or reduce the value of such work in Payment Certificate.

48.4 Statement at Completion

Not later than 20 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:

- (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate,
- (b) any further sums which the Contractor considers to be due, and
 - (b) an estimate of amounts which the Contractor considers will become due to him under the Contract.

48.5 Payment

Not later than 20 days after the issue of the Taking-Over Certificate, the Contractor shall submit to the Engineer for consideration a draft statement with supporting documents showing in detail, in the form approved by the Engineer:

- (a) the value of all work done along with measurement sheet and actual drawings in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due under the Contract.

payment shall be made upon the completion of work with following considerations

1. applying the Percentage of Retention stated in the Appendix to Tender.
2. the deduction, other than any sums which may have become due and payable by the Contractor to the Employer.
3. Deduction of mobilization advance (If contractor didn't take mobilization advance then whole actual payment shall be made on completion).
4. Deduction of Liquidated Damages (if any)

49. Approval only by Defects Liability Certificate

Only the Defects Liability Certificate, referred to in Clause 50, shall be deemed to constitute approval of the Works.

50. Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 20 days after the expiration of the Defects Liability Period,

50.1 **Unfulfilled Obligations**

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time of such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

51. **Remedies**

51.1 **Default of Contractor**

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 contract,
 - (ii) to proceed with the Works, or any Section thereof, within 07 days after receiving notice,
- (c) 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 Clause 4,

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.

51.2 **Valuation at Date of Termination**

The Engineer shall, as soon as may be practicable after any such entry and termination by the Employer, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

(a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and

b. the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

51.3 **Payment after Termination**

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

51.4 **Urgent Remedial Work**

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

52. Release from Performance

52.1 Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfill his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 53 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable.

53. Settlement of Disputes

53.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the 20 day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

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

53.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 53.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration.

53.3 Arbitration

Any dispute in respect of which:

(a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 53.1, and

(b) amicable settlement has not been reached as stated in Sub-Clause 53.2,

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 53.1. 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.

54. Notices

54.1 Notice to Contractor

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.

54.2 Notice to Employer and Engineer

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 for that purpose.

54.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

55. Default of Employer

55.1 Default of Employer

In the event of the Employer:

(a) failing to pay to the Contractor the amount due under any certificate of the Engineer within the expiry of the time stated in Sub-Clause 48.8 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,

(b) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

the Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

55.2 Payment on Termination

In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as per actual work done certified by engineer.

55.3 Resumption of Work

Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with contract, and the Employer subsequently pays the amount due, the Contractor shall resume normal working as soon as is reasonably possible.

PART II - PARTICULAR CONDITIONS OF CONTRACT

1 Engineer's Representative

The Employer shall ensure that the Engineer's/Employer's Representative is a professional.

The following Sub-Clauses 1.1 and 1.2 are added:

1.1 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.

1.2 Replacement of the Engineer

"If the Employer intends to replace the Engineer/representative, the Employer shall, not less than 07 days before the intended date of replacement, give notice to the Contractor,

2. 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 and PPRA 2004 along with amendments.

3. 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.

4. As-Built Drawings

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

5. Performance Security

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 14 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, be in the form a bank guarantee from any Scheduled Bank in Pakistan or or an insurance company having atleast AA rating from PACRA/JCR

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

The following Sub-Clause 5.1 is added:

5.1 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.

6. Programme to be Submitted

The programme shall be submitted within 05 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.
(Employer to select appropriate one)

7. Detailed Programme and Monthly Progress Report

- a) 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 5th day of the following month, 04 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 30 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

7. 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.

8. 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.

9. 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.

10. Housing for Labour

The Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract.

11. 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.

12. Epidemics

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

13. 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.

14. Compliance by Subcontractors

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

The following Sub-Clauses 14.1 and 14.2 are added:

14.1 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.

14.2 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.

15. Commencement of Works

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.

16. Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by : Mobilization Advance

- (a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor 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 or an insurance company acceptable to the Employer:
- (b) This Advance shall be recovered in Final Payment.
- (c) If contractor didn't take mobilization advance then whole/actual payment shall be made on completion

17. Payment of Income Tax

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

18. Integrity Pact

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 Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and

- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

19. 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 14 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor :

- (a) shall be paid by the Employer as per actual work done.

20. 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.

21. 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.

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