

**ESTABLISHMENT OF UNIVERSITY OF TURBAT
TURBAT TOWN (South-West of Baluchistan)
IN DISTRICT KECH**

**CONSTRUCTION OF PHASE-II BUILDINGS
ALL PACKAGES**

**CONDITIONS OF CONTRACT
VOLUME-I**

BIDDING DOCUMENTS

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INVITATION FOR BIDS

Refer Notice published in News papers

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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

- a. For ease of reference certain information and Conditions of Particular Application to the Contract are set forth in Appendix-A to Bid and where these Conditions conflict with the provisions or requirement set forth elsewhere in the Contract Document, the Conditions as given in Appendix-A to Bid shall govern.
- b. The Bidder, whether or not he submits a Bid, shall treat the details of the documents as private and confidential.
- c. Bids containing any qualification e.g. material deviation from these Instructions to Bidders and the stated contractual terms, specifications and any addenda related thereto may be rejected.
- d. **Stamp Paper Requirements**

The Bidder/Contractor shall submit at his own cost all bonds and the Agreement required as per the Provisions of the Contract, on **judicial** stamp papers in accordance with the Government prevailing regulations.

IB.1 Scope of Bid

- 1.1 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".
- 1.2 The successful Bidder shall be expected to complete the Works within the time stipulated in items 41 of Appendix-A to Bid.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified / enlisted with the Employer.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. All cost in this respect shall be at the Bidder's own expense.
- 6.2 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.
- 6.3 The Bidder must enquire and satisfy himself as to the nature of the ground and its existing contours, the hydrological and climatic conditions, the form and nature of the Site, source of supply, the sufficiency and the means of obtaining and transporting all materials, labour, fuel, water, electrical current for light and power and other things required for or in connection with the Works and he must consider all other matters and possible contingencies affecting the execution, completion and maintenance of the Works e.g. local customs & cultural events affecting the Bid Price etc.
- 6.4 Any information obtained from or given by the Consultants in regard to the foregoing shall neither bind the Employer, nor absolve the Bidder of his liability/obligations or requirements to make his own enquiries and investigations. Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution, completion and maintenance of the Works and the Contract shall not relieve the accepted Bidder from any risks or liabilities or from the responsibility of completing and handing over the Works all as defined in the Contract.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders
 2. Bidding Data

3. Form of Bid & Appendices to Bid
 4. Forms
 - 4.1 Form of Bid Security
 - 4.2 Form of Performance Security/Bond
 - 4.3 Form of Agreement
 - 4.4 Mobilization Advance Guarantee/Bond
 5. General Conditions of Contract, Part-I (GCC)
 6. Particular Conditions of Contract, Part-II (PCC)
 8. Specifications - Special Provisions/Preliminaries (Part of BOQ)
 9. Specifications - Technical Provisions (Volume II)
 10. Appendix D - Bill of Quantities (Volume III)
 11. Drawings (Volume IV)
- 7.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period stipulated in item no. 3 of Appendix-A to Bid, prior to the deadline for submission of bids.
- Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.
- The Engineer will not be bound by, and the Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents.

IB.9 Amendment of Bidding Documents

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

No Alteration to Documents

- 9.4 No addition, omission or alteration is to be made by the Bidder to the Bid Documents except otherwise as mentioned in the following clause. If any such alteration is made or if these instructions are not fully complied with or if any incomplete Bid is submitted, the Bid may be rejected. Cost of un-priced items shall be deemed as included in the final Bid price, adjusted in other relevant BOQ item.

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

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- 11.1 Each Bidder shall:-

- (a) Submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder;
- (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continues to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.
- (c) furnish a technical proposal taking into account the various Appendices to specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff and other pertinent information such as mobilization programme etc;
- (d) Submit a Labour histogram: with the Bid for the proposed manpower for the entire duration of the project in the form of a labour histogram.
- (e) Manufacturers / Suppliers of Materials

The Bidder shall submit with his Bid a schedule of sub-contractors and suppliers he proposes to use during the execution of the works.

For list of suppliers of material refer Annexure-A.

All sub-contractors other than those nominated by the Engineer must have had a minimum of five years experience in their sub-contract element or similar projects and they will be subjected to a pre-qualification procedure. The capabilities and quality of the sub-contracts and their staff will be carefully reviewed by the Engineer. If, in the opinion of the Engineer a designated sub-contractor is incapable of carrying out the works to the standard required by the contract documents, the Contractor shall within a period of one week put forward names of alternative sub-contractors. Anyone or all of them will be subjected to the same procedure as stated above. This procedure will be carried out until suitable

sub-contractors are approved by the Engineer whose decision is final and binding on the Contractor.

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) The Bid and in case of a successful, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of and in the Form of Contract Agreement (in case of a successful); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the Bidder. Each Bidder shall be deemed to have satisfied himself fully before submitting Bid as to all aspects of work, correctness and sufficiency of his Bid and of rates and prices stated in the Bill of Quantities 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 and maintenance of the Works.
- 12.2 The Bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Price submitted by a Bidder.

- Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to, and shall submit with their bids such other supporting information as required under the said Clause.
- 12.5 The Bidder will be required to provide the Engineer with full and detailed breakdowns of any of his rates or the rates of his sub-contractors whether nominated or otherwise within 3 (three) days of being so requested. The breakdown is to show the actual calculations of the Preliminaries, Labour, Plant and Material costs for the Works, the build-up of measured rates with on-costs and overheads and any other allowances used to arrive at the final rate. The build-up of such rates shall clearly show the ex-works cost of the material (including copies of all relevant quotations invoices or receipts from suppliers or manufacturers), site delivery charges, insurance's, customs duties, off-loading at site and storing, getting out of store, delivery to final position, fixing, any preparatory work, final cleaning, etc. and profit and overheads. Profit and overheads shall be separated into on-site overheads, off-site overheads, and profit and any other costs included under this headings which have not been priced in Preliminaries e.g. financing, insurances, bonds, etc. A detailed breakdown shall also be provided of both on-site and off-site overheads. The Bidder must also be prepared to submit details of his hourly labour rates, commencing from the Labourer's or Tradesman's basic hourly or daily wage.
- 12.6 The quantities contained in the Bill of Quantities are estimated quantities to be used only for comparing Bids. These quantities are likely to vary and payment will only be made on the actual quantities of the work done at the unit rate entered in the Bill of Quantities.

IB.13 Currencies of Bid and Payment

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

For the purpose of payments, the exchange rates used in preparation shall apply for the duration of the Contract. No compensation shall be made due to currency fluctuations or inflation.

IB.14 Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data/Appendix-A to Bid after the Date of Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original 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 Security. A Bidder agreeing to the request will not be required or permitted to modify his , but will be required to extend the validity of his Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

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

IB.16 Alternate Proposals by Bidder

- 16.1 Should any Bidder consider that he can offer, under a separate covering letter with the Bid, marked as Alternate Proposal, any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Employer as the basis for the award of Contract to such Bidder.
- 16.3 Acceptance or refusal of any or all such alternatives shall be at the sole discretion of the Employer and no claim for loss of profit or additional expenses will be entertained by the Employer in connection with the incorporation of any or all item(s) of the proposed alternative.
- 16.4 In all other aspects, the alternative Bid shall be deemed to comply with requirements of the Bid documents.

- 16.5 If such alterations necessitate redesign of the Architectural, Structural or MEP drawings then the Contractor will be required to bear the cost of the redesign work.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective Bidder(s), hold a pre- 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, are as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre- meeting.
- 17.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-meeting.
- 17.3 Minutes of the pre- meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre- meeting shall be made by the Employer exclusively through an Addendum pursuant to Clause IB.9 and not through the minutes of the pre- meeting.
- 17.4 Absence at the pre-meeting will not be a cause for disqualification of a Bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Bid may be rejected.
- 18.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the Bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original bid and all copies of the Bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.
- 18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.
- 18.9 Each & every page of the priced Bid documents should be stamped and initialed by the Bidder's authorized representative. All Bid prices shall be inserted in ink.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each Bidder shall submit his Bid as under:

- (a) The original Bid Security must be sealed in a separate envelop titled "**BID SECURITY**" If the Bid Security is not found in confirmation with the stipulation of the Bid Documents, the actual Bid shall be rejected and returned to the bidder unopened.
- (b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Bidding Data;
- (b) Bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) Provide a warning not to open before the time and date for opening, as specified in the Bidding Data.

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

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

IB.20 Deadline for Submission of Bids

Employer reserves the right for the Extension in Bid submission date at his own discretion in case found in the best interest of the works.

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No Bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of validity specified against item 9 of Appendix-A to Bid may result in forfeiture of the Security in pursuance to Clause IB.15.

E. OPENING AND EVALUATION

IB.23 Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The Bidder's name, total Bid Price and Bid Price of any Alternate Proposal(s), any discounts, modifications, substitution and withdrawals, the presence or absence of Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.
- 23.5 The Employer reserves the exclusive right to accept or reject all or any Bid without stating reasons.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a contract shall not be disclosed to Bidders or

any other person not officially concerned with such process before the announcement of Bid evaluation report which shall be done as stipulated in item 10 of Appendix-A to Bid. 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 to the Employer 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.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive Bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in

accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day Work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Engineer/Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 28.5 Any Bid found to be front loaded shall be liable to rejection unless the Bidder agrees to revise the rates as instructed by the Engineer to arrive at the balanced rates, within 48 hours of instructed so.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or 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.

IB.30 Employer's Right to accept any and to reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Employer does not bind himself to accept the lowest or any Bid and will not assign any reason for the rejection of any Bid, and reserves the right to accept or reject any , 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 except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall take place until the completion of the evaluation process. However, the Employer may have clarification meetings to get clarification of any item in the evaluation report.
- 31.3 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.
- 31.4 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.32 Performance Security

- 32.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 (Fourteen) calendar days of submission of the Performance Security the Employer will send the successful Bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful Bidder shall be executed within the period stipulated in item 37 of Appendix-A to Bid.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter-alia, reject his and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future Bidding for similar works.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

Manufacturers / Suppliers of Material

Annexure-A

Sr. No.	Item	Manufacturer	
1	ALUMINUM	i	Pakistan Cable
		ii	ALCOP
		iii	KURDS SONS
		iv	THERMEC ENGINEERING (PVT.) LTD.
		v	LUCKY ALUMINUM
2	PAINTS	i	ICI PAINTS
		iii	BERGER PAINTS
3	WALL COATINGS	i	ROCK SHIELD
		ii	ROCK WALL
		iii	GRIT WALL FINISHES
4	CERAMIC TILES	i	MASTER TILES
		ii	STILE
		iii	EMCO
5	CONCRETE FLOOR TILES, PAVERS & PAVING BLOCKS	i	ENVICRETE LTD.
		ii	GRAND WORK
		iii	TUFF PAVERS
		iv	HUBCRETE (PVT.) LTD.
		v	IZHAR
		vi	MAGNICRETE
6	FALSE CEILING	i	DAIKEN (JAPAN)
		ii	SADDI METAL
		iii	DAMPA (DENMARK)
7	G.I PIPE	i	M/S. INTERNATIONAL INDUSTRIES LIMITED (IIL)
		iii	M/S. JAMAL PIPE INDUSTRIES (PVT.) LTD.
8	G.I. PIPE FITTING	i	M/S. IIL
		ii	M/S. TG CHINA
9	C.I. PIPE AND FITTING	i	M/S. ALPINE STEEL (PVT.) LTD.
		ii	M/S. SANDAL ENGINEERING (PVT.) LTD.
		iii	(TEEPU SUPREME SPUN PIPES)
10	SANITARY FIXTURES	i	M/S. I.C.L
		iii	M/S. PORTA
		iv	M/S. KARAM CERA
11	KITCHEN SINKS	i	M/S. SUPER ASIA
		ii	M/S. ATLAS
12	SANITARY FITTINGS	i	M/S. MASTER
		ii	M/S. FAISAL

		iii	M/S. PERFECT INDUSTRIES GUJRANWALA
13	VALVES	i	M/S. KITZ-JAPAN OR APPROVED FOREIGN MAKE
14	GAS WATER HEATERS	i	M/S. SINGER
		ii	M/S. CORONA
		iii	M/S. ADMIRAL
15	WATER COOLER	i	M/S. MECCO
		ii	M/S. CARAVELL
		iii	M/S. CORONA
16	C.I. COVERS WITH FRAME FLOOR DRAINING & FLOOR CLEANOUTS	i	M/S. ALPINE STEEL (PVT.) LTD.
		ii	M/S. SANDAL ENGINEERING (PVT.) LTD.
17	PVC CONDUIT & ACCESSORIES	i	BETA
		ii	ROYAL
		iii	TESCO
		iv	DADEX
		v	SHAVYL
18	STEEL CONDUIT & ACCESSORIES	i	HILAL INDUSTRIES
		ii	IIL
		iii	JAMAL
		iv	POINEER
		v	BASHIR
19	SWITCHES, SOCKETS ETC.	i	BAUSCH
		ii	MILANO
		iii	LEGRAND
		iv	ABB
		v	CLIPSAL
		vi	ADISON
			OR AS APPROVED BY THE ENGINEER
20	BACK BOXES, PULL BOXES ETC.	i	BAUSCH
		ii	MILANO
		iii	LEGRAND
		iv	ABB
		v	OR AS APPROVED BY THE ENGINEER
		vi	ELECTRA
21	TELEPHONE CABLES DISH ANTENNA CABLES	i	SIEMENS GERMANY
		ii	PAKISTAN CABLES LIMITED
		iii	PIONEER CABLES
		iv	NEWAGE CABLES
		v	COMSCOPE USA & 3M
22	TELEPHONE JUNCTION BOXES	i	S.A. ELECTRIC
		ii	N.R. INDUSTRIES
		iii	MISTO INDUSTRIES
23	FANS	i	PAK
		ii	MILLAT
		iii	CLIMAX

		iv	ROYAL
24	MCCBS AND MCBS	i	MARLIN GERLIN (MG) FRANCE)
		ii	SIEMENS (GERMANY)
		iii	ABB (ITALY)
		iv	LEGRAND
25	ACBs	i	SIMENS (GERMANY)
		ii	ABB (ITALY)
		iii	MG
		iv	LEGRAND
		v	TERASAKI
26	Electric Cables		Pakistan Cables, New Age Cables or Equivalent
27	UPVC pipes		Dadex or equivalent
28	PPR pipes		Dadex or equivalent

BIDDING DATA

BD-2

Bidding Data

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders
Clause Reference

1.1 Name and address of the Employer:

University of Turbat – Turbat Kech.

1.1.1 Name of the Project & Scope of the Works:

The Project:
Construction of Phase-II Buildings
At University of Turbat, in District Kech

The construction of complete building comprises of ground, first floor, second floor and stair tower. The construction works involve complete sub structure, super structure, Architecture works, interior & exterior finishes electrical, plumbing and sewerage works, fittings & fixtures, underground & overhead water tanks and other ancillary works

2.1 Name of the Borrower/Source of Financing/Funding Agency:

Higher Education Commission, Government of Pakistan.

2.1 Amount and type of financing: Not applicable

3.1 Eligible Bidders

Duly licensed by the Pakistan Engineering Council (PEC) in appropriate Category.

8.1 Time limit for clarification:

Minimum number of days to seek clarification by the prospective Bidder shall be the number of days before the last date for Bid Submission as specified in (item 3 Appendix-A to Bid).

10.1 Language:

English

11.1 (b) Prequalification Information to be updated:

Following items of information to be updated

- Evidence of access to financial resources,
- latest status of financial resources commitment for two years (including the current year)
- Works awarded during the interim period
- availability of essential critical equipment, and
- information about litigation presently in process

11.1(c) Furnish Technical Proposal:

The Bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the Bid in meeting requirements for timely completion of the Works.

13.1 Bidders to quote entirely in Pak. Rupees.

14.1 Period of validity:

90 (Ninety) calendar days from the date of opening of Bid (Item 9 of Appendix-A to Bid)

15.1 Amount of Bid Security:

Three percent (3%) of the bid amount valid for a period of 28 days after the bid validity period in the form of Bank Draft, Pay Order, Call Deposit Cheque, Bank guarantee from Schedule Bank of Pakistan

17.1 Venue, time, and date of the pre-bid meeting:

Will be informed if required (Item 4 of Appendix-A to Bid)

18.4 Number of copies of the Bid to be completed and returned:

"One original and Three copies, (CDs) will also be required to be submitted by the bidder at the time of bids opening."

19.2(a) Employer's address for the purpose of Bid submission:

**Office of the Project Director,
University of Turbat,
GPO Road, Turbat, Baluchistan**

19.2(b) Name and Number of the Contract:

Construction of Phase-II Buildings
Establishment of University of Turbat, in District Kech

Contract No: EUOT/...../.....

20.1(a) Deadline for submission of Bids:

As per NIT (Item 5 in Appendix-A to Bid) Time 12:00 P.M

23.1 Venue, time, and date of opening:

As per NIT (Item 7 in Appendix-A to Bid)

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

Within 7(seven) calendar days of LOA for an amount of 10% (Ten) percent of the Accepted Amount named in the Letter of Acceptance in the form of irrevocable bank guarantee, or an Insurance Guarantee from an Insurance company of at least AA rating from PACRA / JCR, acceptable to the Employer. (Item 12 of Appendix-A to Bid)

FORM OF BID AND APPENDICES TO BID

FB-1

FORM OF BID

Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this 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, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20____

Signature: _____

In the capacity of _____ duly authorized to sign bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

FB-2

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation_____

BA-1
Appendix-A to Bid

SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the contract, which are the subject of this Bid, are set forth herein. Where these Conditions conflict with the provisions or requirement set forth elsewhere in the Contract Document, the Conditions as given in Appendix-A to Bid shall govern.

**Clause
Reference**

A- BID SUBMISSION, EVALUATION & VALIDITY			
1	Date of Issuance of Bid	Letter of Invitation for Bid	As per advertisement/Letter of Invitation for Bid
2	Place of Issuance of Bid		As per Letter of Invitation for Bid
3	Last Date for receiving the queries by the Engineer from the Bidder	BD2, 8.1	As per advertisement/Letter of Invitation for Bid
4	Venue, time, and date of the pre-bid meeting	BD-2, 17.1	As per Letter of Invitation for Bid
5	Last Date and Time of Bid submission	BD-2, 20.1 (a)	As per Letter of Invitation for Bid
6	Venue of Bid submission	BD-2, 23.1	Office of Project Director, University of Turbat, GPO Road, Turbat, Balochistan
7	Venue, time, and date of Bid opening	BD-2, 23.1	As per Letter of Invitation for Bid
9	Validity of Bid	BD-2, 14.1	90 (Ninety) calendar days from the date of opening of Bid.
10	Not used		
B- COMMERCIAL			
11	Amount and validity of Bid Security	BD-2, 15.1	Three percent (3%) of the bid amount valid for a period of 28 days after the bid validity period in the form of Bank Draft, Pay Order, Call Deposit Bank guarantee from the Schedule Bank of Pakistan.

12	Time of submission and Amount of Performance Security valid until completion of the expiry of the Defect Liability period.	PCC 10.1, 10.4	Within 14(fourteen) calendar days of LOA for an amount of 10% (Ten) percent of the Accepted Amount named in the Letter of Acceptance in the form of Insurance Guarantee from an Insurance company of at least AA rating from PACRA / JCR, acceptable to the Employer.
13	Amount and Schedule of payment of Mobilization Advance * (Interest Free)	PCC 60.12	10% (Ten percent) of the contract value against a Guarantee in the shape of Bank Guarantee from a Schedule Bank of Pakistan.
14	Recovery of Mobilization Advance.		15% (Fifteen percent) of the IPC value. In any event the entire Amount of Mobilization Advance shall be recovered two months before the original Completion period stipulated in the contract documents.
15	Validity of Mobilization Advance Bond/Guarantee		Construction Period/full recovery of the mobilization advance
16	Secured Advance against materials delivered on site.	PCC 60.11	75 % of the Invoice Value of the material or 50% of BOQ item value, whichever is less.
17	Percentage of Retention money	GCC 60.2	10% (Ten percent) of gross amount of work done from each Interim Payment Certificate
17 a	Limit of Retention Money	GCC 60.2	5% (Five percent) of the Contract Price stated in the Letter of Acceptance
18	Percentage of Retention during Defects Liability Period	GCC 60.3	50% (fifty percent) of total Retention Money shall be released after issuance of Substantial Completion Certificate and the balance 50% after successful completion of Defects Liability Period duly certified by the Engineer or against bank guarantee if payable at the time of completion.
19	Not used		
20	The Ex-Factory Cost of material from approved source to be used shall be:	PCC 60.12	Not Applicable
21	Amount of Liquidated Damages per day in case of non-completion of works within the period specified in Clauses 30 & 31 hereof.	GCC 47.1	0.1% of the contact value per day of delay, for the whole or part of the work remained unfinished, up to a Maximum of 10% (ten percent) of total Contract Price
22	Advanced Liquidated Damages		Assessment of progress shall be done after every 90 days for this purpose.

23	Not used		
24	Table of Exchange Rates	Appendix-B to Bid	Not applicable
25	Currencies of Bid and Payment	BD-2,13.1	Pak Rupees.
C- INSURANCES			
26	Minimum Amount of Third Party Insurance	GCC 23.2	Rs. One million per occurrence. No. of occurrences unlimited.
27	Minimum Amount of CAR Policy	PCC 21.1, 21.4	Contract Price plus 15% of the replacement cost
28	Validity of Third party and CAR Policies		Construction plus Defects Liability Periods
29	Validity of Workmen Compensation Policy	GCC 24.1, 24.2	Construction plus Defects Liability Periods
30	Approved Insurance Companies with treaty bond limit	PCC 25.5,	At least AA rating from PACRA / JCR, approved by the Employer
D- TIMES, DATES & PERIODS			
31	Not used		
32	Time for furnishing the letter of acceptance by the Bidder along with his the Program of Work & Cash Flow	PCC 14.1. i & ii, 14.5	Within 14 (fourteen) calendar days following receipt of the Letter of Acceptance (LOA) by the Employer.
33	Penalty in case of delay in submission of Program of Work & Cash Flow		Not applicable
34	Submission of the Shop Drawings & As-Built Drawings	PCC 6.6,6.7	Shop Drawings : within 14 days of instruction of the Engineer's As-Built Drawings: within 28 days of substantial completion of the project.
35	Penalty in case of delay in submission of Shop Drawings		Not applicable
36	Time for sending the Contract for signing by the Contractor.		Not applicable
37	Time for signing the Contract Agreement	See IB.33	Within 14(Fourteen) calendar of Contractor's acceptance of Employer's LOA
38	Time for Engineer's Order to Commence the work	PCC 41.1	Within 7 (seven) calendar days of signing of the Contract Agreement

39	Date of commencement of work	PCC 41.1	Within 14 (Fourteen) calendar days from the date of receipt of Engineer's Notice to Commence.
41	Time of completion of Overall Works	GCC 43.1, 48.2; SP 8	02 Years (730) Calendar days including Mobilization from the date of receipt of Engineer's Notice to Commence.
42	Defect Liability Period	GCC 49.1	365 (Three hundred sixty five) days from the effective date of Taking Over Certificate
E- PAYMENTS			
43	Minimum amount of interim payment certificate	PCC 60.2	7% of the total value of the work named in the Letter of Acceptance
44	Intervals for Interim Payments	PCC 60.1	Monthly
45	Not used		
46	Time of payment from delivery of Engineer's Interim Payment Certificate to the Employer	PCC 60.10	Within 28 (twenty eight) calendar days, after issuance of Payment Certificate by the Engineer
47	Time of payment from delivery of Engineer's Final Payment Certificate to the Employer		Within 56 (fifty six) calendar days after the date of Substantial Completion of the works, subject to submission of the Bill by the Contractor
48	Delay in Payment to the Contractor from the Employer	PCC 60.10	In case of delay in payment from the Employer, the contractor shall be compensated as per the clause referred herein.
49	Rate of Interest on Unpaid Sums	GCC 60.10	Not applicable
F- GENERAL			
50	Alternate Proposal	IB.16	Not allowed
51	Engineer's Authority to issue Variation in emergency	PCC 2.1.viii	2% of the Contract Price stated in the Letter of Acceptance.
52	Engineer's Fee in case of delay in completion for reasons Contractor shall be responsible for	PCC 80.1	These charges shall be deducted from Contractor's running / Final Bill (s), and shall be paid by the Employer to the Engineer.
53	Not used		
54	Governing Law	GCC 5.1	Law of Islamic Republic of Pakistan
55	Venue of arbitration	PCC 67.3	Karachi, Pakistan

BB-1
Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

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

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

BC-1
Appendix-C to Bid

**PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT**

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

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.50	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(ii)	Local Labour**	0.18	
(iii)	Cement – in bags	0.12	
(iv)	Reinforcing Steel	0.16	
(v)	High Speed Diesel (HSD)	0.04	
	Total	1.00	

** Percentage increase in the cost of Unskilled Labour as arrived from the above Monthly Statistical Bulletin shall be applicable to the Skilled Labour of any trade as well.

Notes:

- Indices for "(ii)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- Any price adjustment shall be worked out only by taking the difference between the base cost indices or prices stated in the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin 28 days prior to the latest day for submission of bids and those indices or prices applying 28 days prior to the last day of the billing period taken from.

The actual amount of above stated adjustments shall be calculated as stipulated in clauses 70.1 of the Particular Conditions for Contract, and GS/SCC-34 of Supplementary Conditions of Contract.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

BD-1
Appendix-D to Bid

BILL OF QUANTITIES

See separate volume - III

Separately Bounded

BE-1

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

Description

Time for Completion

a) Whole Works

_____ days

PRE BID

All Bids must be accompanied by a preliminary Construction Schedule and the Organization Chart prepared in the latest version of software e.g. M.S. Project or Primavera and Visio.

The Construction Schedule and a Method Statement has been formed a part of the priced Bill of Quantity. The Bidders are required to fill out the commencement and completion dates of all the major milestones and activities as outlined above. Special weightage will be given to the bidder's construction schedule at the time of evaluation of their bids.

The construction schedule shall contain the details of construction programme proposed by the Bidders for carrying out the Work from commencement of mobilization to the completion of Work.

The construction schedule shall be in such form and sufficient details so as to adequately show the sequence of proposed operations, period of time estimated for completion of each phase of work.

AFTER ACCEPTANCE OF BID

- i Within a week, after the acceptance of his Bid, the Contractor shall have a meeting with Engineer and ascertain the available data to enable the Contractor to submit a programme in writing to the Engineer within 14 days of the letter of Acceptance, showing the order of procedure, the method and arrangements for carrying out the works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct as the case may be and full particulars of the organization and the staff by which he proposes to direct and administer his performance of the contract. The Contractor shall not delay the submission of the programme for want of formal issuance of any drawings, design etc.
- ii The construction program/schedule to be updated modified from time to time with the mutual consent of the Engineer and the Contractor and subject to the approval of the Employer. The submission to or approval by the Engineer of such programme or the furnishing of such particulars or information shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
- iii The programme/schedule shall be comprehensive and shall show all critical non-critical activities of principal elements and types of construction or operation is scheduled to begin and when it should be complete. The programme shall also indicate the period when double shift or night work is likely to be requested.

BF-1
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. An outline of his proposed method of construction which shall clearly define the sequence of construction, the co-ordination of the works between that of the Main Contractor and sub-contractors whether nominated or otherwise and all other relevant factors to allow the Engineer to properly evaluate the Bidder's proposal.
5. In addition to a general construction scheme, the contractor shall be required to submit for Engineer/Consultants approval comprehensive construction schemes/methodologies proposed by the contractor for specialized works such as Pile Foundation, Dewatering, Excavation, Formwork and Concreting, Pre-cast Paneling and Curtain Wall etc., in addition, for any other works as may be required by the Engineer. Such specialized works shall be undertaken by the contractor only after the requisite scheme /methodology is approved by the Engineer/Consultant.

The Bidder, keeping in view his clause 14 programme, size and shape of the building, shall submit together with his Bid an outline of his proposed method of construction which shall clearly define all other relevant factors to allow the Engineer to properly evaluate the Bidder's proposal, including but not limited to a Plan showing all dimensions and levels of-

- a- Outline of the plot, and the working space (if available) showing the layout of Temporary Fencing,
- b- Location and sizes of the offices for Employer, Engineer, Contractor & all Subcontractors, and & Parking spaces for their cars.
- c- Storage spaces for Formwork, Cement, Aggregate & Rebars,
- d- Workshops (if required)
- e- Pedestrian Entrance and Vehicular Entrance for the heavy machinery & Mobile Concrete Mixers & Pumps etc,
- f- Roof Plan of the entire building showing external periphery and level of the Podium Top of the building, external periphery of the Tower/(s) with levels at every change of area,
- g- Position of Hoists for Workers
- j- Position and capacity of tower cranes showing the boom length and circumference, etc.

BG-1

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

BG-2

Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

BH-1

Appendix-H to Bid

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

BI-1

Appendix-I to Bid

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

BJ-1

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
Price	

BK-1

Appendix-K to Bid

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

The Bidder shall submit with his Bid, names and qualifications of all key personnel to be involved with the contract

BL-1
Appendix-L to Bid

(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 Buyer:

Name of Seller/Supplier:

Signature:
[Seal]

Signature:
[Seal]

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE

BS-1

BID SECURITY
(Bank Guarantee)

(On the required value of non-judicial stamp paper of the Government of Pakistan)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Reference No. _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying dated _____ for No. _____ for _____ (Particulars of) to the said Employer; and

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

- (1) That the Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) That the Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

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

BS-2

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

PS-1

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
(Name of Contract) for the _____
_____ (Name of Project).

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

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

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

PS-2

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

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

Witness: 1. _____ _____ Corporate Secretary (Seal) Title _____ 2. _____ _____ Name, Title & Address	_____ Guarantor (Bank) Signature _____ Name _____ _____ Corporate Guarantor (Seal)
--	---

CA-1

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day _____ of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, listed in their priority order, after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The priced Bill of Quantities (Appendix-D to Bid);
 - (h) The completed Appendices to Bid (B, C, E to L);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

CA-2

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE BANK GUARANTEE

Guarantee No. _____ Date _____

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

(Particulars of Contract)
With _____ (hereinafter called the "Contractor").

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

AND WHEREAS, the Employer has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

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

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

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

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

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

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

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

MG-2

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

FEDERATION INTERNATIONALE DES INGENIEURS- CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART I GENERAL CONDITIONS WITH FORMS OF TENDER AND AGREEMENT

FIRST EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments

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

FIDIC Secretariat
P.O. Box 86, 1000 Lausanne 12, Switzerland
E-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]

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PART II - PARTICULAR CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except
As instructed by PEC)

1.1 Definitions

The Employer is **The Federal Government of Pakistan** through **Higher Education Commission**

- (a) (i) **The Engineer is the Employer himself**, or any other competent person appointed by the Employer, nominated as Engineer and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a)(iv) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

- (b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

- (b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

- (e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1 (b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment

- of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking over Certificate" under Clause 48.
 - (viii) Issuing a Variation Order under Clause 51, except:
 - a) In an emergency* situation, as stated here below, or
 - b) If such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
 - (ix) Fixing rates or prices under Clause 52.
 - (x) Extra payment as a result of Contractor's claims under Clause 53.
 - (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
 - (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
 - (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
 - (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

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

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)
The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the

Contractor, of the name, address, and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) Supplementary condition of contract-Part III
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (7) The completed Appendices to Bid (B, C, E to L);
- (10) The Drawings;
- (11) The Specifications; and
- (12) (Any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings (i.e. Soft copy in latest AutoCAD Format) amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

9.1 Contract Agreement

Delete the entire text and substitute:

The Contractor shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modifications as may be necessary. The Contractor shall pay all taxes and duties in connection with the preparation of Agreement. The Contractor shall provide five copies of signed Contract Documents to the Employer in proper book form for record. All costs for preparing and providing the copies of the Contract Documents shall be borne by the Contractor.

10.1 Performance Security (Item 12 of Appendix-A to Bid)

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within the period as stipulated in item 12 of Appendix-A to Bid 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 of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

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

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes (Item 12 of Appendix-A to Bid)

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

11.1 Inspection of Site

Add the following at the end of sub-clause

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

14.1 Programme to be submitted

The programme shall be submitted within 07 days from the date of receipt of

Letter of Acceptance, which shall be in the form of:

- i) Level-IV Work Schedule on latest version of Primavera.
- ii) CPM identifying the critical path/activities.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 14 Calendar days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a)** For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b)** During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 5 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c)** During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site should be registered with the Pakistan Engineering Council.

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

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

19.1 Safety, Security and Protection of Environment

Add the following paragraphs (d), (e) and (f) at the end:

d) The contractor, to ensure protections of the environment, shall take all necessary Measures and precautions in conformity with statutory and regulatory environmental Requirements enforced and amended from time to time.

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

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a)** insofar as they directly affect the execution of the Works in Pakistan:
- (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b)** Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c)** Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d)** Any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

- (i) Could not have reasonably foreseen, or
- (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) Insure against.

21.1 Insurance of Works and Contractor's Equipment

As per items 27 & 28 of Appendix-A to Bid

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

31.4 Coordination with other Contractor(s) (Gen Req- 1.32)

In order to make sure the timely start and finish of this Contract/ Subcontract, the Contractor/Subcontractor for this work shall be required to work in close coordination with other Contractor(s) /Subcontractor(s). For this purpose the Contractor/ Subcontractor of this work shall match his programme with the Master/Main Programme approved by the Engineer and shall maintain a proper record of the progress of the other Contractor(s)/Subcontractor(s) and that of his own, and a copy of the same shall be forwarded to the Engineer.

Pursuant to item 21 of Appendix-A of the Contract documents any delay in

handing over of any section of the work by the Contractor of this work according to the agreed programme shall invoke the application of the liquidated damages upon him proportionate to the quantum of the entire balance work of the scope of this contract.

In case of any dispute the Engineer's decision shall be final and binding upon both the Contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A 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.

44.1 Extension of time for completion

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

In the event of:

- a) the amount or nature of extra or additional work,**
- b) Any cause of delay referred to in these conditions,**
- c) Exceptionally adverse climatic conditions,**
- d) Any delay, impediment or prevention by the Employer, or**
- e) Other special circumstances which may occur, other than through a default of or breach of Contract by the Contractor for which he is responsible being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer. For the avoidance of doubt, it is clarified that the special circumstances referred to in this Sub-Clause 44.1(e) shall not include any occurrence in any part of the country where the Works are located or to be performed which gives rise to generalized security, safety or other concern to the Contractor or his Subcontractors or to the their employees.**

The following Sub-Clause 47.3 is added:

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid "Special Stipulations".

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

51.2 Instructions for Variations

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

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:
with in a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

For any additional item, if the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be worked out on the basis of prevailing market rates for the basic cost of the item, and a markup of 25% only should be added for all type of Overheads, Profit and the Income Tax etc.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Employer may vary this Sub-Clause)

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14" minimum value of IPC should not be less than 7% of contract value.

60.8 Final Payment Certificate

Delete the words "other than pursuant to Clause 47" from para (b) line 2 and 3
Add the following para at the end of this sub-clause The Contractor shall also submit the following documents with his final statement to the Engineer:

(a) Approved final As-built drawings.

(b) An affidavit by the Contractor that the Works have been executed according to approved specifications, drawings, designs and standard and have not concealed any defects known to him together with a "No Claim Certificate

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 14 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 28 days after such Final Payment Certificate has been delivered to the Employer; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 56 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the rate of 8% per annum in local currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.12 is added:

60.11 Secured Advance on Materials (Item 16 of Appendix-A to Bid)

a) The Contractor shall be entitled to receive from the Employer Secured

Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of **non-perishable materials (Only Steel reinforcement bars)** brought at the Site but not yet incorporated in the Permanent Works provided that:

- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment there for;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the monthly payments on actual consumption basis.
- (c) This advance will be allowed only against an agreement/bond to be executed by the Contractor, undertaking that the material shall not be removed from the site without written permission from the Employer. A certificate in respect of the quantity and cost of the material brought to the Site by the Contractor will be issued by the Engineer for obtaining advance from the Employer.

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting any one of the following three Alternatives:
(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance (13 of Appendix-A to Bid)

- (a) An interest-free Mobilization Advance up to 10% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the

Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.

- (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

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

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:
 - Stage I: 20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
 - Stage II: 30 % of Mobilization Cost upon providing and installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer or achieving 3 % value of the Works (excluding payment under Stage-I);
 - Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and
- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Employer

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

statements on the basis of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be provided alongwith Appendix-A to Bid "Special Stipulations".

(Employer may opt either "Secured Advance on Materials" or "Financial Assistance to Contractor")

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

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

65.2 Special Risks

The text is deleted and substituted with the following:

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

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled appointed under such Rules" are deleted and substituted with the following:

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

The following paragraph is added:

The place of arbitration shall be as mentioned in Item 55 of the Appendix-A to Bid.

68.1 Notices to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

a) The Employer:

Higher Education Commission of Pakistan.

b) The Engineer:

EA Consulting Pvt. Ltd

Al-9, 15th Lane, Khayaban-e-Hilal, Phase-VII, DHA. Karachi-75500.

Tel: 111-111-584, Fax: 35841825

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety.

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots\dots\dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and Day Work are not otherwise subject to adjustment;

A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

b, c, d , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d , etc., shall be one;

L_n, M_n, E_n , etc., are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

L_o, M_o, E_o , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1 (d).

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weight ages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 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.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) Shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) Shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

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SUPPLEMENTARY CONDITIONS OF CONTRACT

SCC - 1 Progress Report

The Contractor shall submit to the Employer fortnightly progress reports fully supported with photographs of 8" x 12" size or in sizes and nos. as specified by the Engineer, depicting the completed stages of the Works, in two copies detailing the progress in the execution of work during the reporting period. The submission of the progress reports shall be condition precedent to the payment of Contractors Bills by the Employer. One week in advance the Contractor shall submit for the Employer's approval, particulars of the work he proposes to execute within the following two weeks.

In case of non-compliance, the Engineer or Engineer's representative reserves the right to withhold certification of the Contractor's payment till the Contractor complies with this provision of the Contract. This action of the Engineer or Engineer's representative shall not make the Employer liable to any loss or damage that the Contractor may suffer due to non-payment as a result of non-compliance of this provision.

SCC - 2 Attendance of Meetings

- (a) The Contractor shall attend and should call his Sub-Contractors (if any approved) to attend any or all meetings when called by the Employer or the Engineer to discuss progress of the Work and other matters related to the Work and the Contract, without any compensation from the Employer.
- (b) The Contractor shall bear all expenses of the Employer and representatives and the Engineer, and representatives for any meetings requested by the Contractor for instructions and approvals away from the site within or outside Pakistan.

SCC - 3 Electric and Water Supply

The Contractor shall make arrangement for the three phase electric power and water for drinking and for construction supply and distribution of the same at the Site of Works for the completion of the Works at his own expense. These arrangements may be used by other sub-contractors, their labour and staff, appointed by the Contractor or the Employer for the Project from time to time through sub-meters, including necessary wiring/light fixtures, to be installed by the contractor entirely at his own cost.

To ensure a smooth flow of works at all times, the Contractor will have to maintain in proper working condition a stand-by generator of minimum 100 KVA operating capacity. A full time technician will always be available to maintain and operate the diesel generator. All costs pertaining to the above shall be borne by the contractor.

The Contractor shall use 30A trip RCD's and Earth Leakage Circuits Breakers (ELCBs) for personal protection on all electrical circuits. The Contractor shall follow all procedures to be outlined by the Electrical Consultant for temporary electrical distribution and in accordance to International Standards. However, all costs of electricity so consumed by other contractors or sub-contractors employed directly by the Employer shall be proportionately borne by the respective contractors or sub-contractors.

SCC - 4 Rate and Prices Inclusive

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

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

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

- (a) Furnishing and maintenance of Contractor's Equipment, fuel for Equipment, temporary works, tests, samples and labour necessary for execution of the works, Equipment for transport, machines, test laboratories, Site Office and sheds including all expenses for the furnishing and maintenance of the Workshops and storage areas used by the Contractor.
- (b) Required power, water and other services.
- (c) Illumination and safety at Site.
- (d) All additional costs due to any kind of difficult working, conditions and interruptions which may possibly be caused by adverse physical conditions.
- (e) Staff allowances, ambulances, expenses for medical treatment, traveling expenses, holiday wages and salaries and all other costs for all employees, the required means of communications such as telephone and the like, the required means for protection against accidents.
- (f) All expenses for royalties, licenses, liabilities insurances, rent, hire and the like in connection with the Works.
- (g) Traffic management / diversion during construction including installation / provision / maintenance of diversion arrows, night time hazards lights, flagmen, diversion barriers and all other measures necessary for smooth and save movement of traffic during construction.
- (h) Other special work arrangements and provisions not mentioned here but necessary for the proper and complete execution of the Works.
- (i) All Government and/or Municipal taxes, customs duties, excise duties, stamp duties or any other dues, taxes or charges.
- (j) Cost of all insurances to be kept in force during the period of construction and the period of maintenance of the works under the Contract.
- (k) Mobilization, demobilization and clearance of site.
- (l) Contractor's camp for staff and labour including the services.
- (m) Performance Security and Bank Guarantees as and when required under the Contract.

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

SCC - 5 Provision of Plant

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

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

Deployment of Specialized Equipment/Plant

The works shall be carried out using specialized equipments/plant considering the expected workspace limitations and height of the proposed building. The specialized equipment of specified capacity/ size shall include but not limited to the Batching Plant, Transit Mixers, Mobile and/or Stationary Concrete Pumps, Construction Passenger and Cargo Lifts with all safety measures as well as the On-Site Communication System. The contractor shall incorporate the use of such equipments/plant into his construction schemes.

The Bidder shall also furnish a list of all major machinery & plants to be used on the project, in Appendix –G to Bid.

TOWER CRANE

The Bidder is required to specify and furnish Tower Crane details which he intends to use in this Project. The height of Tower Crane, length of Boom and Tip load should be adequate with respect to the material load, Building dimension, Site condition and the place where the Crane is to be installed. Contractor shall submit drawings showing locations of Tower Crane to be installed for approval.

The make and fitness of the crane will be inspected by the Engineer. No work will be carried out by the crane until the Manufacturer or his Agent/Independent Party has successfully carried out a test and issued a Certificate to the effect. The Contractor will not be allowed to proceed for work until a final agreement between the Employer and the Bidder is signed, unless sufficient proof is provided by the Bidder, of his intentions for the mobilization of a building tower crane at the said site of minimum specifications as stated in Preliminaries and Pricing Preambles to the Bill of Quantities with necessary back up power generator in the absence of electricity from the local power supply authority. The crane and the generator should be made available at the site within four weeks after mobilization of the contractor at the site. No tender will be accepted without necessary provision of the same has been indicated in the tender up to the complete satisfaction of the Employer and the Engineer. The crane should be well maintained and shall be kept fully operational at all times at the Contractor's risk and cost and all lifting and shifting of material and equipment as much as possible should be carried out by the tower crane. If the crane malfunctions for any reason, the Contractor will have it repaired within 3 days for a major problem and within 24 hours for minor problems.

STAND-BY ARRANGEMENTS FOR BREAKDOWNS

Contractor to do all necessary arrangements for keeping spare tools & plants etc. to make sure that the progress of work is not interrupted due to breakdown of any working machinery/plants etc.

SCC - 6 Rates inclusive for all Lead and Lift

The tendered rates shall include all lead and lift required in earthwork.

SCC - 7 Borrow Areas

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

SCC -8 Times for Completion of Works

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

Any indication of work to go beyond the period mentioned as above, in the Preliminary Construction Schedule submitted at the time of tender, may make the tender liable to rejection. The Bidder shall submit a schedule of works and programme of works with his Bid, to meet the Milestone dates mentioned in Appendix-E to Bid.

SCC -9 Documents not to be Altered or Mutilated

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

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

SCC-10 Personal Liability of Public Officials

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

SCC-11 Utility Lines

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines water and sewerage mains and other utilities within the

areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

SCC-12 First Aid Facilities

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

SCC-13 Location of Contractor's Camp

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

SCC-14 Final Hand Over

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

SCC-15 Making Good Damage to Services, Earthwork, etc.

The Contractor shall make good, at his own cost, all damages, caused by him or due to the construction of the works to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the Authority, Employer or Private Party owing or responsible for the same elects to make good the damage.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds, etc. Where disturbed by the works (other than where specifically ordered by the Employer), shall be repaired by the Contractor or the Authorities concerned, at the Contractor's expense. All such making good shall be to the approval of the Employer.

SCC-16 Returns of Plant, Materials, etc.

The Contractor shall forward to the Employer at the end of each month returns showing the Constructional Plant, materials, etc., on Site.

SCC-17 Method of Measurement

The quantities in the Bill of Quantities have been prepared generally in accordance with the **Standard Method of Measurement of Building Works, seventh edition – 1988 (SMM 7), issued by the Royal Institution of Chartered Surveyors, and The Building Employers Confederation.**

The measurement of the Work shall be performed on the basis of the Specifications. If these measurements exceed the measurements indicated in the Specifications and Drawings, excepting those directed by the Employer, such excess shall be on the account of the Contractor and he shall not be entitled to any compensation therefore. But if they are less than the measurements indicated in the Specifications and Drawings then the Works actually executed shall be measured, provided they are technically acceptable and there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road centre line. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or

the dimensions ordered by the Employer. In computing volume of excavation, embankment and borrow, the average end-area method will be used.

Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the contractor to conform to the provisions of the Contract, or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the drawings or established by the Employer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expenses.

No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

SCC-18 Record of Measurements

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

SCC -19 Dangerous Materials

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

SCC -20 Progress Photographs

The Contractor shall furnish to the Engineer every two weeks at least four photographs to clearly show the progress of construction. The photographs shall be submitted in three glossy prints 20 cm x 30.4 cm, together with the negative. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photograph.

SCC-21 As-built Drawings/Shop Drawings

During construction, the Contractor shall keep an accurate record of all deviations of his work as actually installed from that shown or indicated on the Contract Drawings upon completion of the Work; the Contractor shall deliver to the Employer cloth/milar paper tracings, the same size as Contract Drawings and at an approved scale showing the Work as actually installed. All Drawings are to become the property of the Employer. In addition the Contractor shall scan all as built drawings on a CD ROM, two copies of which shall be delivered to the Employer by the Contractor.

All the shop drawings/fabrication drawings shall be prepared by the Contractor and submitted to the Engineer within the period stipulated in item 33 of Appendix-A to Bid. The Engineer shall check and approve or return the same to the Contractor for correction/modification within the period of 14 (fourteen) days from the day of receipt of the drawings. All work is to be executed by the Contractor in accordance with the drawings approved before the commencement of the works.

The Contractor shall adopt the following procedure for maintaining the aforesaid record:

- a) Make records in a neat and legibly printed manner with a non-smudging medium.
- b) Identify each Record Drawing as the "Project Record Copy", maintain Drawings in good condition, and not use them for construction purposes, and make them readily available to the Engineer.
- c) Maintain project Record Drawings in a state current to the project. Failure to comply with this requirement may prejudice Progress Payments. The Engineer's visual inspection shall constitute proof that Record Drawings are current.
- d) The Contractor on the completion of the Contract shall submit to the Employer through the Engineer one complete set of Contract Drawings and As Built Drawings (one transparency and three print of each drawing) along with the computer files of the same in AutoCAD (Latest Version) saved on C.D., showing Work as actually constructed.

SCC-22 Safety Precautions

The Contractor shall adequately provide for the safety, health and welfare of persons and for the prevention of damage to works, material, and equipment for the purpose of or in connection with the Contract.

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

- a) Prior to commencement of work the successful Contractor shall submit safety programme for discussion with the Employer and the Engineer.
- b) The Contractor shall prepare a plan of the Works Site to assure that storage areas for materials and equipment are located on the project/work site for maximum efficiency. This plan will be subject to the approval of the Engineer.
- c) Activities between different operations and different crafts will be coordinated.
- d) The Contractor shall layout and provide an efficient access system with information and directional signs posted as necessary.
- e) All employees will be instructed on safe work method.
- f) The Contractor shall advise all his supervisory staff of their responsibility for the prevention of injury to persons or damage to property or equipment in their respective areas of supervision.
- g) Safety will be included in all job planning. This will include providing safe construction equipment and vehicles, protective equipment necessary for protection of workmen, and establishing methods for safe operation.
- h) Good housekeeping will be maintained at all times.
- i) Scaffolds, ladders, ramp, runways etc. will be constructed properly and maintained in safe condition.
- j) Ample fire protection will be provided and fire hazards guarded, by the Contractor.

- k) Adequate lighting, ventilation etc. will be provided as necessary, by the Contractor.
- l) Equipment will be properly and regularly inspected and maintained by the Contractor to the satisfaction of the Engineer.
- m) Electric power shall be distributed through circuit breakers/ELCB, PVC cables and RCD's (30mA trip on each circuit).
- n) The Contractor will assign to his employees only such duties as are within their physical and mental capabilities.
- o) The Contractor will hold monthly meetings with his supervisory staff and the man in charge at the lower level will hold safety meetings of 10 to 15 minutes with his crew each week. Upon request the Engineer will arrange safety materials from the Employer.
- p) First Aid facilities will be provided at job sites, the services of doctors and hospitals made available, and all supervisors instructed in handling of injured employees.
- q) Adequate toilet facilities will be provided and maintained in a hygienic condition and their use enforced by the Contractor.
- r) Accident reports will be furnished to the Engineer for onward transmission to the Employer within 7 days of the reported accident.
- s) Copies of the safety programme will be supplied by the Contractor to the Engineer and will be promptly posted in all offices in use of projects/works under this Contract.
- t) No workers, supervisors and other senior staff member shall be allowed on site without wearing hard hat and safety shoes.
- u) The contractor shall make sure to put temporary but strong railings on all edges of the open areas on all floors and staircases etc until secured by permanent structure as per drawings. The contractor will not be allowed to proceed further if found violating this clause. The Contractor shall indemnify the Engineer & the Employer against all claims/damages etc as a result of ignorance of the requirements of this sub-clause.
- v) No worker will be allowed to work on scaffolding without a safety belt to prevent him from falling down.

SCC-23 Fixed Withholding Tax

A sum in Pakistani Rupees, in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payments made to the Contractor and be deposited with the Government of Pakistan towards payment of income tax by the Contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the Employer to the Contractor.

Notwithstanding such deduction of income tax at source, the Contractor shall be liable to pay the balance income tax, super tax and other taxes on income or his profits arising out of the Contract, and his employees on their remunerations etc, in accordance with the prevailing income tax laws of Pakistan.

SCC-24 Insurance Companies

The Insurance Companies as mentioned in item 29 of Appendix-A to Bid shall constitute the only Insurance Companies in Pakistan which the Employer will recognize for all Insurance required under the Contract within treaty bond limit mentioned against each company.

SCC-25 Sign Board

The Contractor shall provide a Sign Board of dimensions not less than 10'-0" x 6'-0" in a position to be approved by the Engineer or Engineer's representative. The Contractor shall paint on this Sign Board the name of the Works, the Building Contractor's name in addition to that of the Employer, Engineer and the Consultants.

- i Only Project signs and notices for safety or instruction shall be permitted on Site. Project name board will be supplied by the Contractor.
- ii Format, location and quantity of site signs and notices pertaining to the Works, will be approved by Engineer.
- iii Signs and notices for safety or instruction shall be in Urdu and English language, or commonly understood graphic symbols.
- iv The Contractor shall maintain signs and notices for duration of project and remove or dispose of signs from Site when directed by Engineer.
- v Sole rights of advertising on the Job Site are reserved to the Employer. Contractor shall not without the written consent of the Employer /Engineer erect or display any Notice or Advertisement. The Contractor shall arrange to display the title board on a composite name board.

SCC-26 Mobilization Advance

- i Mobilization advance shall be paid to the contractor as stipulated in item 12 of Appendix-A to Bid, for procurement of construction equipment, materials and plant, all for the performance of the work under the Contract as described herein. The advance payment guarantee shall be submitted by the Contractor at the time of signing of the Agreement.
- ii Repayment of the funds advanced to the Contractor pursuant to the provision of sub-clause (i) hereof will be made by deduction as stipulated in item 13 of Appendix-A to Bid, of the amount due to the Contractor from each bill of work completed in accordance with the provisions of this Contract until the full amount of the funds advanced have been repaid to the Employer. In all circumstances all advance amount will be recovered before completion of 85% of originally tendered works, and recovery of this amount shall commence from the first bill of the contractor.

SCC-27 Mobilization Advance Bond

As a pre-requisite to obtaining the advance of funds under the provision of sub-clause 11 (ii) hereof the Contractor shall furnish to the Employer Mobilization Advance Bond from a First Class Approved Scheduled Bank based in Pakistan, guaranteeing the faithful and correct use of the funds advanced. The Mobilization Advance Bond shall have a value at least equal to the amount of funds advanced and may be reduced by the amount recovered by the Employer from the Contractor's running bills.

Upon submission of the aforesaid Mobilization Advance Bond, pursuant to PCC clause 60.11 the sum shall be advanced to the contractor in accordance with the

applicable alternative selected by the employer and mentioned against item 12 of Appendix-A to Bid, and shall be released upon satisfactory deployment of equipment and facilities at site etc., after issuance of the Engineer's Certificate.

SCC-28 Secured Advance

An advance up to **75%** of the ex-works value of the material purchased by the Contractor and brought to the Site may be allowed to the Contractor, if approved by the Engineer. This advance will be allowed only against an agreement/bond to be executed by the Contractor, undertaking that the material shall not be removed from the site without written permission from the Employer. A certificate in respect of the quantity and cost of the material brought to the Site by the Contractor will be issued by the Engineer for obtaining advance from the Employer. The Advance against these two materials shall be recovered and deducted from the Contractor's next or following bill as determined by the Engineer. The Employer will have the discretion to accept or reject such requests.

SCC-29 Contractor and Engineer's Site Offices

- i Contractor shall provide and maintain temporary, weather tight Mobile shipping containers site offices for the Engineer's use to accommodate five personnel of the Engineers in this office, Office shall be air-conditioned and should have heating facilities. Offices should have attached washroom containing W.C and washbasin. All necessary office furniture, including filing facilities complete with facilities for filing, drawings, specifications, correspondence, and other appurtenances necessary for the proper execution of the Work. The contractor shall also provide latest model computers (2-Sets) with two laser printers with all peripherals as required by the Engineer, printers to be capable of printing A-3 size sheets, photo copier capable of copying up to A-3 size sheets (powder copies), and Internet/E-mail account for all computers as per the requirement of the Engineer for exclusive use of Engineer/consultant and their staff.
- ii The contractor shall provide following transportation facilities exclusively for the use of site staff of the Engineer/Consultant during the construction as well as the maintenance period as approved by the Engineer. The Contractor shall furnish, supply and provide, as may be necessary without specific direction of the Engineer, all fuels (10 liters/per day), lubricants, tires and other supplies all car accessories, all maintenance, repairs and running costs, comprehensive insurances and suitably qualified drivers with all below mentioned cars at all times.

New Toyota Vitz, Latest model or equivalent accept to the Engineer (min. 1000 cc) - 1 No.

SCC-30 Procedures for Submittal Approvals & Document Distribution

Notwithstanding anything contained elsewhere to the contrary the contractor shall direct all his submittal for necessary approvals as well as distribute his correspondence strictly in accordance with the procedures for submittal approvals and document distribution as laid down and updated from time to time by the Engineer.

SCC-31 Site Screening, Fencing and Signage Etc.

The Contractor shall provide and install temporary screens/curtains in green or orange colour, made of the material approved by the Engineer, on the front, back or any side of the plot area during the construction phase. This shall include fixing of the aforesaid screen/curtains with steel scaffolding framework up to the height of the constructed building with anticipated minimum three cycles of normal wear and tear and subsequent replacements with new material.

Temporary eight feet high G.I. fencing shall be erected by the Contractor on all the open plot sides with temporary gates for ingress/egress of vehicles, the fencing/gates shall be supported/fixed on steel/wooden pipes or posts with J-bolts etc., duly enamel painted on both sides as per the approval of the Engineer.

The contractor shall also provide and install traffic diversion lights and signage as well as safety signage, at appropriate locations at site duly approved by the Engineer, and provide necessary covering to excavated or other material being disposed off from the site, as per direction of the Engineer. Arrangement for washing and cleaning of tires of vehicles before leaving site area shall also be made by the contractor to the satisfaction of the Engineer.

The transportation of any loose construction material like sand, crush, earth etc. will not be allowed unless properly covered with tarpaulin sheet tied firmly on the body of the vehicle.

All of the aforesaid shall be provided by the contractor entirely at his own cost.

SCC-32 Approval from Regulatory Bodies

The Contractor at his own cost and well in time shall seek necessary approvals/NOCs where necessary, from the Government authorities and regulatory bodies for providing temporary connections of utilities at site, diversion of roads/walkways, alterations for smooth ingress/egress of construction machinery and equipment, placement of tool/plant, materials, scaffolding and erection of temporary site offices etc. on public land; in addition to any other approval/NOC required for smooth execution of site work. The Contractor shall provide copies of all such approvals to the Engineer.

If required by the Employer, the Contractor shall assist the Employer in obtaining any approvals/NOCs from competent authorities which may be required to be obtained on Employers part:

SCC-33 Site Dewatering

The Contractor shall at his own cost, ensure that the dewatering of the excavated area is carried out in perfectly dry conditions in accordance with the drawings and specifications. For attaining the objective, the contractor shall engage a specialist sub-contractor whose credentials shall have to be approved by the Engineer prior to any dewatering activity at site. It is expressly stated that round the clock dewatering of site area may be required for an extended period of time as per the structural requirements.

SCC-34 Not used

SCC-35 Not used

SCC-36 Not used

SCC - 37

Coordination between the Main Contractor and the Foundation Specialist Subcontractor.

In order to make sure the timely start of the Main Contractor's Structural work with smooth continuation of Foundation Piles work, the Specialist Contractor for Enabling and Foundation work shall be required to work in close coordination with the Main Contractor. For this purpose the Foundation Specialist Contractor shall match his programme with the Main Contractor's programme approved by the Engineer and shall maintain a proper record of the section of the work completed by him and handed over to the Main Contractor with the latter's acknowledgement and a copy of the same shall be forwarded to the Engineer.

Pursuant to item 21 of Appendix-A of the Contract documents any delay in handing over of any section of the work by the Foundation Specialist Contractor to the Main Contractor according to the agreed programme shall invoke the application of the liquidated damages upon the former proportionate to the quantum of the entire balance work of the Pile foundations.

Although the payment to each of the Contractors, i.e. Foundation Specialist and the Main Contractor will be done separately and directly by the client after having certified by the Engineer, however the payment to the Foundation Specialist Contractor shall be done only after his payment application has been endorsed by the Main Contractor.

However the quality of the work of Enabling and Foundation Piling rest with the Foundation Specialist Contractor.

In case of any dispute the Engineer's decision shall be final and binding upon both the Contractors.

SCC – 38

Increase or Decrease of Cost (Appendix-C to Bid, GCC-70.1, PCC-70.1)

If there occurs any change beyond 5% (five percent) in the prices of the items given in the Material Rates Schedule, the Contractor shall report and Engineer shall establish such change in the prices of the Item Rates Schedule. The contractor shall be liable to receive sum as calculated by the Engineer and approved by the Employer due to the rise in the prices of the said items and the Contractor shall pay to the Employer the sum as calculated by the Engineer if there occurs fall in the prices. Only the difference beyond 5% shall be payable.

The sum calculated by the Engineer and approved by the Employer becomes payable to the Contractor or vice versa due to escalation/de-escalation of the prices as aforesaid shall be binding and final on the Contractor.

SCC – 39

Supervision after Expiry of the Completion Period

In case the actual completion period extends after the completion date as per item 40 of Appendix-A owing to reasons the Contractor is responsible for, the contractor, in addition to the Liquidated Damages as per item 21 of Appendix-A, shall pay supervision charges to the Consultants/Engineer at the rates shown below. These charges shall be deducted from the running and final bills of the Contractor and paid to the Engineer by the Employer.

SCC – 40 Documents not to be Altered or Mutilated

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

Resident Engineer	Rs.10,000/- per day or part there of
Project Engineer	Rs. 7,600/- per day or part there of
Planning & Scheduling Engineer	Rs. 5,600/- per day or part there of
Coordination Engineer	Rs. 5,600/- per day or part there of
Site Engineer	Rs. 3,200/- per day or part there of
Quantity Surveyor	Rs. 6,400/- per day or part there of

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