

Contact No: _____

**GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS
NATIONAL HIGHWAY AUTHORITY**



NORTHERN AREA'S (REGION)

**TENDER
DOCUMENTS FOR PROCUREMENT OF
MAINTENANCE WORK**

Issued to M/S: _____

DETAIL OF CONTRACT:-

NAME OF TENDER M/S : _____

CONTRACT NO : _____

LOCATION : _____

ESTIMATED COST : _____

EARNEST MONEY : _____

DATE OF OPENING : _____

PARTICULARS OF DEPOSIT AT CALL: _____

ISSUED BY : _____

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INSTRUCTIONS
TO
BIDDERS

SAY NO TO CORRUPTION

INSTRUCTIONS TO BIDDERS

(Note: These Instructions so 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

IB.1 Scope of bid

- 1.1 The Employer as defined in the bidding data hereinafter called “the Employers” Wishes to receive bids for the construction and completion of works as describe in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to bid.

IB.2 Sources of Funds

- 2.1 The Employer has applied for/received a loan/credit from the sources (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 submit or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Budding

- 5.1 The bidder 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 Work 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 Work. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidder and any of their personnel or agent 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 from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Content 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. Instruction to Bidders
 2. Bidding Data
 3. General Conditions of contract, part-1 (GCC)
 4. Particular Condition of contract, Part-2 (PCC)
 5. Specifications – Special Provision
 6. Specification – Technical Provisions
 7. Form of Bid and Appendices to Bid\
 8. Bill of Quantities (Appendix-D to Bid)
 9. Form of Bid Security
 10. Form of Contract Agreement
 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond
 12. Drawing
- 7.2 The bidder are expected to examine carefully the contents of all the above documents failure to comply with requirement of bid submission will be at the Bidder's own risk. Pursuant to clause IB.26 bids which are not substantially responsive to the requirements of the Bidding Documents Will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective 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 Employers will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

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

IB.9 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.10 Language of bid

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

IB.11 Documents accompanying the bid

11.1 Each bidder shall:

- a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue

to meet the minimum criteria set out in the prequalification documents which as a minimum. Would include the following:

- i. Evidence of access to financial resources along with average annual construction turnover;
 - ii. Financial prediction for the current year and the two following year 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 into account the various Appendices to Bid specially the following:
- | | |
|-------------------|--|
| Appendix-E to Bid | Proposed Construction Schedule |
| Appendix-F to Bid | Method of Performing the Work |
| Appendix-G to Bid | List of Major Equipment |
| Appendix-K to Bid | Organization Chart for Supervisory Staff |
- And other pertinent information such as mobilization programme etc;

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

- a) The bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- c) The partner-in –charge shall always be duly authorized to deal with the Employer regarding all matters related with and /or incidental to the execution of works as or the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertaking and receive payments on behalf of the joint venture;
- d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the form of Bid and in form of Contract Agreement (in case of a successful bid); and
- e) A copy of the Agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner 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 describe in Sub-Clause 1.1 hereof, based on the unit rates and or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works describe in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties taxes and levies due to subsequent addition or change 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 provision of Clause 70 of the Conditions of Contract .The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidders entirely in Pak rupees. A bidder expecting 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 Bid. The proportion of the Bid 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 bidders expecting to incur expenditures in a currency or 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 indicated the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversation shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date to the deadline for submission of bid.

For the purpose of Payments, the exchanges rates used in bid preparation shall apply for the duration of the contract.

IB.14 Bid Validity

- 14.1 Bid shall remains valid for the **period 120 days** after the date of Technical Bid Opening in clause IB.23
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity bid period, the Employer may request that the bidder extends 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 there to shall be made in writing. A bidder may refuses the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with clause IB.15 in all respects.

IB. 15 Bid Security

- 15.1 Each bidder shall furnish as part of his bid, a bid security 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 form a foreign bank duly countered guaranteed by a scheduled Bank in Pakistan or an insurance company having at least. AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity Date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The Bid Securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The bid Security of the successful bidder will be returned when the bidder has furnished the required Performance security and signed the contract Agreement.

15.6 The Bid security may be forfeited:

- a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1
- b) If the bidder does not accept the correction of his Bid Price Pursuant to Sub-clause 27.2 hereof; or
- c) In the case of successful bidder, if he fails within the specified time limit to:
 - i) Furnish the required performance security; or
 - ii) Sign the contract Agreement.

IB.16 Alternate proposal by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the design, 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 calculation; (b) technical specification (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.

IB.17 Pre-Bid Meeting

- 17.1 The employer may on his own motion or at the request of any prospective bidder(s) hold a pre-bid meeting to clarify issues and to answer any question on matter related to the Bidding Documents. The date time and venue of pre bid meeting if convened is as stipulated in the Bidding Data. All prospective bidders or their authorized representative shall be invited to attend such a pre bid 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-bid meeting.
- 17.3 Minutes of the pre-bid meeting including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in sub-clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to clause IB.9 and not through the minutes of the Pre-bid meeting.

- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be not made in the Form of Bid nor in the Appendices thereto except in filling up to 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 and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11. 1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 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.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

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

19.2 The inner and outer envelopes shall:

- (a) be addressed to the 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 bid 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 of premature opening of the Bid.

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the Employer at the address specified not 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 points other than that 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 acknowledgement of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidder's representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts bid modifications, substitution and withdrawal, the presence or absence of Bid Security, and such other detail 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 bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustment made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the

scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

IB.27 Correction of Errors

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

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

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

IB.28 Evaluation and Comparison of Bids

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

- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

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

- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.3.
- 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:

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation 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 contractor (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 be permitted, however, Employer may have clarification meetings to get clarify any item in the bid 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.
- 31.3 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 Bid Security.

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the

case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA

- 14.1 Bid Validity Period
120 days after submission/opening of technical bid.
- 17.1 Venue, time, and date of the pre-Bid meeting:
Not Applicable
- 18.4 Number of copies of the Bid to be completed and returned:
One Original and one copy
- 19.2 (a) Employer's address for the purpose of Bid submission:
General Manager (NA's)
National Highway Authority
Abbottabad
- 19.2 (b) Name and Number of the contract:

- 20.1 (a) Deadline for submission of bids:

- 23.1 Venue, time, and date of Bid opening:
Office of General Manager (NA's)
National Highway Authority
Abbottabad

32.1 Standard form and amount of Performance Security acceptance to the employer

10% unconditional Bank Guarantee or 30% Insurance Bond of the sum mentioned in Letter of Acceptance (LOA).

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, Drawing, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

SPECIAL STIULATIONS

Clause

Conditions of Contract

1	Bid Security (for clause)	IB. 15 15.2	“Read as”:- 2% Call deposit of Engineer Estimate, instead of Performance bound.
2	Amount of Performance Security	10.1	10% Unconditional and irrevocable Bank Guarantee from a Schedule Bank of Pakistan or 30% Insurance Bond (AA rating) of Contract Price stated in the letter of Acceptance.
3	Minimum amount of third party insurance	23.2	Rs. 500,000.00 per occurrence with number of occurrence unlimited.
4	Time for commencement	41.1	Within 14 days from the date of receipt of engineer's notice of commence.
5	Time for completion	43.1	() from the date of receipt of engineer's notice to commence. (as per contract agreement).
6	Amount of liquidated damages	47.1	0.10% per day of the contract amount maximum to the extent of 10% of the contract price stated in the letter of acceptance.
7	Defect liability period	49.1	() from the date of completion (as per contract agreement).
8	Percentage of retention money	60.2	5% of the amount of interim payment certificate
9	Additional Bank Guarantee	-	
10	Precautionary safety measures	-	The contractor will be responsible for precautionary provision of work zone safety measures during execution of work at site by adopting proper signage i.e. sign board, flagman, cones, reflect tap, jackets, and helmet and other etc for workers. In case of failure by the contractor 20% payment will be deducted from the IPC's.
11	Others	a	Power Attorney (On Stamp Paper for Rs. 100). Specimen attach with Page- 15 (a), if other than owner.
		b	All pages of Technical & Financial bid documents must be signed and stamped their respective contractor.
		c.	The Bidder will be bound for the execution of any items of in Bill 1 ~ 6 as and when required on site.

POWER OF ATTORNEY

Mr: _____ S/O _____ CNIC No: _____
_____ is hereby authorized for participation in Tender/Execution of
Work/Collection of Tender Documents & All other related activities from National
Highway Authority on behalf of _____ : Firm/Company Name:
_____.

His specimen signatures are given below:-

- a. _____
b. _____

Signature _____

Firm/Company Name & Seal

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities sand obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause; as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in the accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:

(by way of example)

Bill No. 1	-	Earthworks
Bill No. 2	-	Culverts and Bridges
Bill No. 3	-	Subsurface Drains
Bill No. 4	-	Tube wells and Pump houses
Bill No. 5	-	Miscellaneous Items

Day work Schedule

Summery Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

SAY NO TO CORRUPTION

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address: _____

Penal Sum of Security Rupees. _____ (Rs. _____)
Bid Reference No. _____

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal

Contract with the said. Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

1. _____

Corporate Secretary (Seal)

1. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

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: _____
(Schedule 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 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.

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____

1. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter 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 Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

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

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____
 Whereas _____ (hereinafter called the Employer) has entered into a contract for _____.

(Particular of contract)
 With _____ (hereinafter called the "Contractor")

And whereas, the employer has agreed to advance to the contractor, at the contractor request, an amount of the Rupees _____) which amount shall be advanced to the contractor as per provision of the contract.

AND WHEREAS, the Employer has asked the contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligation under the said contract.

AND WHEREAS, _____
 (Schedule 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 of the contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payment 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 of the advance made to the contractor is fully adjusted against payments from interim payment certificate of the contractor provided that the guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

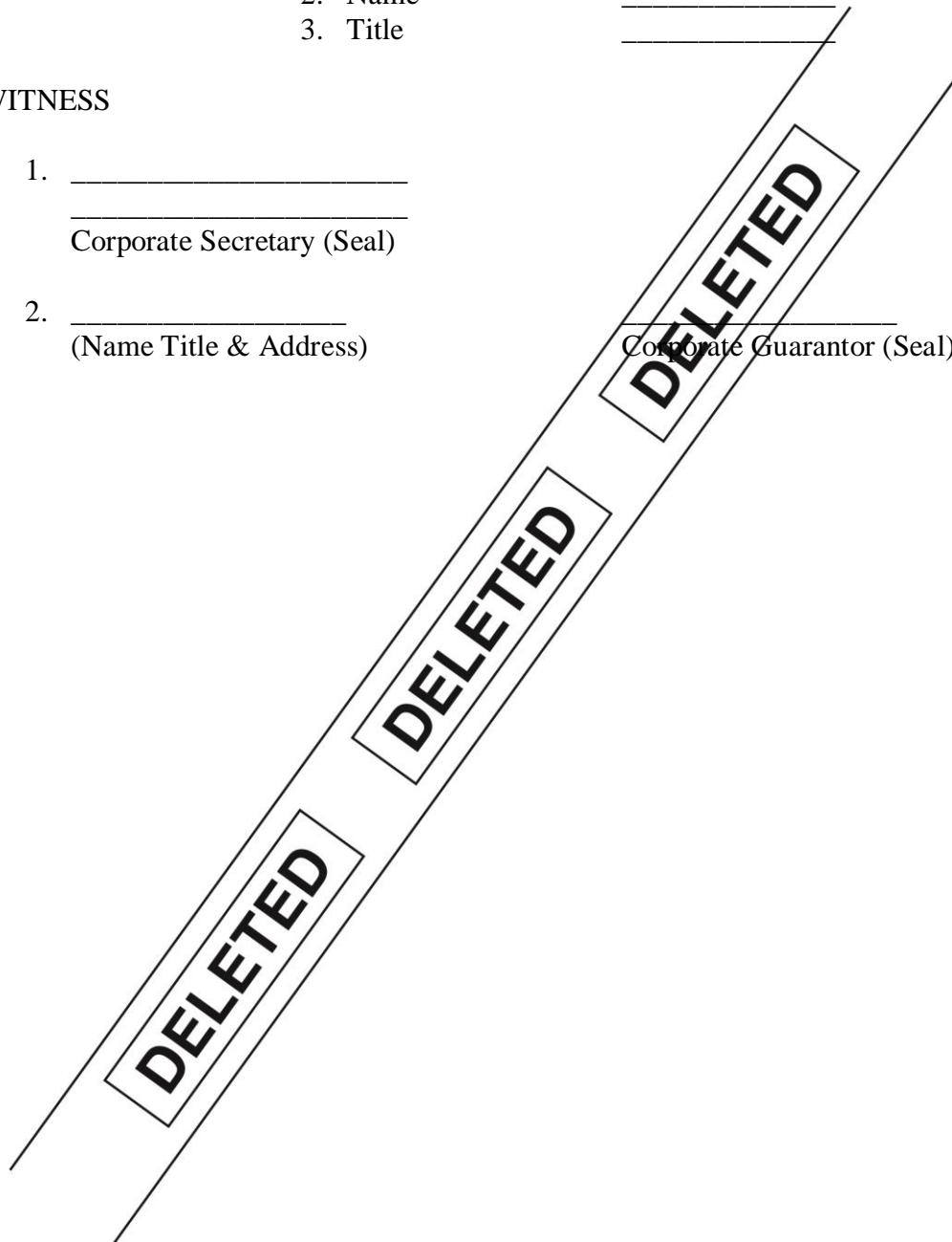
1. Signature
2. Name
3. Title

WITNESS

1. _____

Corporate Secretary (Seal)
2. _____
(Name Title & Address)

Corporate Guarantor (Seal)



CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

PART 1 GENERAL CONDITIONS WITH FORMS OF TENDER AND AGREEMENT

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

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted in 1992 with further amendments

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SAY NO TO CORRUPTION

PART II – PARTICULAR CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended /Substituted except as instructed by PEC)

1.1 Definitions

(a) (i) The Employer is Chairman, National Highway Authority, Islamabad is legal successors and assignees.

(a) (iv) The Engineer is General Manager (NA's) or any other competent person appointed by the employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in case 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)(vi) "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 her 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”.
- (xv) Certify additional cost under Clause 6, 20, 27, 42, 65, 69 and 70
- (xvi) Issuing instructions under Clause 68.

*(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 Work 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.

4.3 Approval of Sub-Contractors List

Where a list of sub-contractors is provided by the Contractor under Appendix 1 to Tender, the sub-Contractors in that list shall be subject to the prior approval of the Employer and acceptance of bid does not apply approval of sub-contractor list. The extent and nature of works to be sub-contracted shall be subject to the approval of the Employer.

4.4 Inter disputes of Contractor and Sub-Contractor(s)

In the event a dispute of whatever nature arises between the Contractor and his Sub-Contractor, the Contractor shall indemnify the Employer and the Engineer against such inter-disputes, resulting litigations and shall not nominate Employer or the Engineer as "Respondents" or "Witnesses" in the

Court of Law in the process of these litigations. Affidavits to this effect shall be submitted by all the Sub-Contractors through the Contractor as a prerequisite for approval of Sub-Contractor under Clause 4.3 as per Appendix-I.

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 (14) of the Sub-Clause are deleted and substituted with the following.

- (1) The Contract Agreement
- (2) The Letter of Acceptance
- (3) The completed Form of Bid
- (4) Addendum (if any)
- (5) Special Stipulations (Appendix-A to Bid);
- (6) The Particular Conditions of Contract – Part II;
- (7) The General Conditions – Part I;
- (8) Special Provision (s)
- (9) Particular Provisions
- (10) The priced Bill of Quantities (Appendix-D to Bid);
- (11) The completed Appendices to Bid (B, C, E to O);
- (12) The Drawings;
- (13) NHA General Specifications & it addenda, and
- (14) (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:

6.4 Delays and Cost of Delay of Drawings

Add “/or” at the end of text appearing under (a) after the word “and”

Add “determined under sub-clause – 53.5” after the words “Contract Price” appearing in the end of the text under (b).

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

8.1 Contractor's General Responsibilities

Add the following sentence at the end of Clause-8.1:

"The Contractor shall promptly inform the Employer and the Engineer of any error, omission, fault and other defect in the design including coordinates of permanent reference monuments and levels of permanent bench marks or specifications for the Work which are discovered when reviewing the Contract Documents or in the process of execution of the Works".

9.1 Contract Agreement

Delete the text given in Part-I and substitute as:

"The Contractor shall, within 14 calendar days of receipt of Letter of Acceptance, execute a Contract Agreement to be prepared and completed, in the form annexed to these Conditions with such modifications as may be acceptable to both parties".

10.1 Performance Security

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 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located

outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least **AA rating** from PACRA/JCR.

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

The following Sub-Clause 10.4 is added:

10.2 Period of Validity of Performance Security

Line 5: Change “14 Days” to “84 Days”.

10.3 Claims under Performance Security

The Sub-Clause in Part-I is deleted.

The following Sub-Clause 10.4 is added

10.4 Performance Security Binding on variations and Changes

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

11.1 Inspection of Site

Add the following paragraph at the end:

“Wherever an option is made available to the contractor in respect of any data provided to the contractor by the Employer, the contractor shall be solely responsible for ascertaining the correctness of such opinion and the Employer shall in no manner be liable in this behalf. In particular and without limiting the generality of the aforesaid, the contractor shall not rely upon such opinion or interpretation for any claim with respect to additional time or cost under the Contract”.

12.2 Adverse Physical Obstructions or Conditions

Add “/or” in the end of the text appearing under (a) after the word “and” Add “determined under Sub-Clause-53.5” after the word “Contractor Price” appearing in the end of text under (b).

14.1 Programme to be Submitted

Add the following:

- i) The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of:
 - a) A Bar Chart identifying the critical activities.
 - b) A CPM identifying the critical path/activities.

- ii) The Contractor shall submit the Programme of Works referred to in sub-clause 14.1 (i) for approval of the Engineer. This programme shall identify and highlight those activities which are on the critical path. The programme shall be assessed/revised at one (01) month's intervals and should include a chart of principal activities of the Work forecast for monthly executions and an updated schedule of the payments to be made by the Employer to the Contractor. This programme of Works as scheduled shall form basis of Advance Liquidated Damages pursuant to Clause 47.4 of COC Part-II. The Contractor shall produce eight (08) charts as per specimen in the Appendix-M to bid, which are subsequently to be upgraded regularly with revised programme.

In addition, cash flow estimates shall be supported with inputs of overdrafts organized with financial institutions at various stages of the project to meet the funding requirements of the project. The contractor shall supply and maintain at his site office for his and Engineer use a licensed copy of the project management computer software package namely Primavera or equivalent as used by the Contractor for programming to monitor the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by the Engineer.

- I ii) In order to assist the Employer's Project Management team, the Contractor shall be required to submit at 2 weeks intervals data on the cost and quantities and other data relevant to the monitoring of progress according to the particular format suitable for computer processing.
- iv) The programme should be computerized and drawn-up on the critical path method, identifying all items of Work including temporary Work. Progress reporting by the Contractor should be supported, on monthly basis with up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of Work, along with proposals on how the Contractor intends to alleviate the situation.

14.2 Revised Programme

Add the following paragraph at the end:

The revised programme in accordance with the Contract, shall be submitted within fourteen (14) days of the request received from the Engineer. The Contractor shall pay a penalty of Rs. 5,000/- (Rupees Five Thousand) for each day of delay in the submission of said

revised programme. The Engineer may recommend to the Employer to recover such amount from any payment due to the Contractor under the Contract.

14.3 Cash Flow Estimate to be Submitted

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

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 8th day of the following month, 10 copies each of Monthly progress Report 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) Photograph to illustrate progress.
 - Taken before and after construction of work.
 - Some taken from a fixed camera position for ease in monitoring.
 - Some photographs to illustrate a problem or new activity to be started.

It is essential that all prints are marked on the back indicating the job, features shown, date taken and the negative reference, 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-clause 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 and interpreter with ability of English language shall be provided by the contractor on full time basis.

15.3 Contractor's Representative.

The contractor's authorized representative and his other professional engineers working at site shall register themselves with Pakistan Engineering council.

The contractor's authorized representative at site shall be authorized to exercise adequate administrative and financial power on behalf of the contractor so as to achieve completion of the work as per the contract.

All key Staff (Project Manager, sectional Manger, Contract Engineer, Planning Engineer Material Engineer) and their replacements shall be approved by the Employer before deployment.

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 Engineers.

16.4 Employment of Local Personnel

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

The following Sub-Clause 19.1, 19.3 and 19.4 are added.

19.1 Safety, Security and Protection of the Environment.

New sub Clauses (d), (e) and (f) added.

- (d) The contractor shall exercise care to protect the natural landscape and shall conduct his construction operation so as to prevent any unnecessary destruction, scaring 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 water courses, ponds, wells, trees and native vegetation shall be preserved and protected from damage, which may be caused, by the contractor's

construction operation and equipment. On completion of the works, all work areas shall be smoothed and graded in a manner to conform the natural appearance of the landscape. Where unnecessary destruction, scarring damage or defacing may occurs as a result of the contractor's operations, it shall be repaired, it shall be repaired, replanted or otherwise corrected as directed by the Engineer at contractor's expense.

- (e) Borrow areas shall be located and operated so as not to detract from the future usefulness or value of these sites. Upon completion of operation, borrow areas shall be left in a sage and rightly condition. No borrow areas shall be located within 500 meters form the right of way.
- (f) During the performance of the work required under the Contract. The contractor shall carry out proper and efficient measures as often as necessary to reduce the dust nuisance and to prevent dust originating from his operations.

19.3 Safety precautions

In order to provide for safety, health and welfare of persons and for prevention of damage of any kind, all operation for the purpose of or in connection with the contract shall be carried out in compliance with safety Requirement of the Government of Pakistan with such modification thereto as the Engineer may authorize or direct and 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 sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to site and the works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such 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 radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear waste from 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 devices travelling at sonic or supersonic speeds.
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the contractor or of his subcontractor 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 measure or
 - (b) Insure against

21.1 Insurance of works and contractor's Equipment

1. In the first line of sub-clause 21.1 add "prior to commencement of works" after "the contractor shall" and add "in the joint names" after "insure" in second line.
2. After paragraph (c), add new paragraph (d),(e) and (f) as follows:
 - d) It shall be the responsibility of the contractor to notify the insurer of any changes in nature and extent of the work and to ensure the adequacy of the insurance with the provisions of this clause.
 - e) Such insurance shall provide for compensation to be payable in the types and proportions of currencies needed to cover the loss or damage incurred.
 - f) Workman insurance to cover medical/hospitalization charges, travel and full accident expenses cover for contractor's employees on the project.

21.2 Scope of cover

Pare (a) of sub-clause 21.2 is amended by deletion of “from the start of the work at the site” and substituting therefore by “from the first working day after the commencement Date”

21.3 Responsibility for Amount not Recovered

Delete the text given in Clause 21.3 and substitute as:

“Any amount not insured or not recovered from eh insurer shall be borne by the contractor in accordance with his responsibilities under clause 20”

21.4 Exclusions

The text is deleted and substituted with the following.

There shall be no obligation for the insurance in sub-clause 21.1 to inculed loss or damage caused by the risks listed under sub-clause 20.4 (a) (i) to (iv)

21.5 Responsibility to Notify Insurer

It shall be the responsibility of the contractor to notify the insurer of nay changes in nature and extent of the works and to ensure that adequacy of the insurance coverage at all times in accordance with the provision of this clause.

21.6 Insurance of works during Defect Liability Period

The following new sub-clauses are added

- (1) The contractor shall without limiting his or the Employer’s obligations and responsibilities under clause 20 insure:
 - a. The works to the full replacement cost
 - b. An additional sum of 15% of such replacement cost
- (2) The insurance in paragraph (a) above shall be in the joint names of the contactor and the Employer and shall over:
 - a. The Employer and the contractor against all loss or damage from Whatsoever cause arising with the following exclusions\
 - (i) As provided in sub-clause 21.4
 - (ii) Wear & tear, gradual deterioration, expansion or contraction due to changes of temperature.
 - b. Such insurance shall commence form effective date of substantial completion of the works. The insurance shall expire on the expiration of the Defect Liability Period.
- (3) The bid rates be deemed to have included all such obligations required under this sub-clause and no separate payment shall be made to the contractor for such insurance.

25.2 Adequacy of Insurance

- a) The deductible is Nil

- b) The minimum cover for insurance for loss of or damage to any property (other than the works) shall be Rs. 500,000/- per occurrences with number of occurrences unlimited.
- c) The minimum cover for personal injury or death insurance for contractor's Employees or other people is Rs. 500,000/- per person.

25.5 Insurance Company

The contractor shall be obliged to place all insurance relating to the contract (including, but not limited to, the insurance referred to in clause 21, 23 and 24) with either National insurance company operating in Pakistan and acceptable to the Employer.

Cost of such insurances shall be borne by the Contractor.

27.1 Fossils

Add “/or” in the end of the text appearing under (a) after the word “and”
Add determined under Sub-Clause 53.5” after the words “Contract Price” appearing in the end of text under (b)

30.5 Extraordinary Traffic

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

31.3 Co-operation with other Contractors

During the execution of the works, the contractor shall co-operate fully with other contractors working for 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

The following sub-clauses 34.2 to 34.17 are added

34.2 Rates of Wages and Condition of Labour

The Contractor Shall pay rates of wages and observe condition of labour not less favourable than those established for the trade or industry where the work is carried out, in the absence of any rate of wages or condition of labour so established, the contracts shall pay rates of wages and observe condition of labour with are not less favorable 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 Person in the service of other.

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 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 water for the use 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 order for the time being in force import sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs.

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

34.11 Disorderly Conduct

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

34.12 Compliance by subcontractors

The contractors shall be responsible for compliance by his subcontractors of the provision of this clause.

The following Sub-Clause 35.2 and 35.3 are added.

34.13 Accident prevention officer

The contractor shall have on his staff at the site an officer dealing only with questions regarding the safety & protection against accident of all staff and labour. This officers shall be qualified for this work and shall have the authority to issue instruction and shall take protective measures to prevent accidents.

34.14 Measure against Insect and Pest Nuisance.

The contractor shall at all times take necessary precautions to protect all staff and labour employed on the site form insect nuisance, rates and other pests and reduce the danger to health and the general nuisance occasioned by the same. The contractor shall provided his staff and labour with suitable prophylactics for the prevention of malaria and takes steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in theses respects and shall in particular arrange to spray thoroughly with approved insecticides all building erected on the site.

34.15 Supply of Foodstuffs

The contractor shall arrange for the provision of sufficient supply of suitable food at reasonable price for all his staff and labour, or his sub-contractors, for the purposes of or in connection with the contract.

34.16 First Aid Facilities

The contractor shall provide and maintain adequate First Aid Facilities carbide to the site to the approval of the Engineer. This include availability of Ambulance and medical attendance till the injured is shifted to a proper hospital and make available sufficient stock of life saving drugs at short notice in a medical emergency.

34.17 Dangerous Material

The contractor and his sub-contractor shall convey, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similer materials provided by them for using 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 form time to time by the Government.

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such report concerning safety, health and welfare of person 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 accidents as soon as possible after its occurrence. In the case of any fatality or serious accident the contractor shall, in addition, notify the Engineer immediately by the quickest available means.

36.5 Engineer Determination where Tests not provided for

Add “/or” in the end of the text appearing under (a) after the word “and”
Add “determined under sub-clause 53.5” after the words “Contract Price” appearing in the end of the text under (b)

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 material, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such material, supplies, plant equipment and services shall be of required standard.

39.3 Engineer’s Decision Final

Any decision of the Engineer under sub-clause 39.1 shall be final and conclusive.

40.2 Engineer’s Determination following suspensions

Add “/or” in the end of the text appearing under (a) after the word “and”
Add “determined under sub-clause 53.5 after the words “Contract Price” appearing in the first line under (b).

41.1 Commencement of works

The text is deleted and substituted with the following

The contract 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.

41.2 Definition of Commencement

For the purpose of this sub-clause, the works shall be deemed to have commenced when the following condition have been satisfied:

- a) The approved competent and authorized agent or representative of the contractor is resident at site and is giving his whole time to the superintendence of the works.

- b) The contractor has an established office at / near the site with a postal address for receipt of correspondence.

41.2 Failure to give Possession

Add “/or” in the end of the text appearing under (a) after the word “and”
Add “determined under sub-clause 53.5” after the words “contract Price” appearing in the end of the text under (b)

44.1 Extension of time for Completion

- c) Delete the text and replace with “Force Majure” listed in clause 20.5, Part-II.

45.2 Overtime Working

Working hours shall be observed by the Contractor as stipulated in the Lahour Laws of Pakistan. However when deemed necessary to expedite the Works, over time, night time or holiday working may be allowed by the Engineer upon the Contractor’s request. The Contractor in these cases shall pay all the cost of Engineer and its staff for such over time, night time and holiday working at Site.

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”.

47.4 Advance Liquidated Damages

Clause 14 Programme shall be considered part of the Contract Agreement. Assessment of Progress of works shall be performed at intervals specified in Appendix-A to bid from the commencement date. If the Contractor’s program is not as per approved schedule of Works , the contractor shall be liable for advance liquidated damages at the same rate as liquidated damages which may be refunded if the progress again matches the approved work schedule anytime during the currency of the works.

The amount of advance liquidated damages deducted by the employer from the invoices of the contractor, and not refunded, under the Sub-Clause shall be taken into consideration while determining the contractor the contractor’s liability under Clause 47.1 and 47.2.

48.1 Taking over certificate

Add para to Sub-Clause 48.1 with the following:

“The Works shall be substantially complete when apart from merely trivial deficiencies/ defect as determined by the Engineer, a stage of construction has been reached at which the highway is ready for occupation in always relevant to the Contract”.

48.2 Taking Over of Section 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”.

49.2 Completion of Outstanding Works and Remedying Defects

Item (a) Line 2: After “as soon as practicable after such date” and “but not later than 90 days”.

Add the following Sub-Clause 49.5, 49.6, 49.7 and 49.8.

49.5 Final Hand-Over

At the end of the Defect Liability Period or the extended period, if any, stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of final hand-over committee in the same manner as stated in SCC-18 of the Conditions of Contract for the Taking-Over Certificate, and announce the same to the contractor. The committee, after investigation of the Works, if satisfied that there are no deficiencies or defects due to the work of the Contractor, shall certify the final hand-over, and the Engineer will then issue “Defect Liability Certificate” in accordance with Clause-62 hereof.

49.6 Make Good Damages to Services, Earth Faces etc.

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water, of other pipes except where the Authority, Employer or private party owning or responsible for the same elects to make good the damages.

All injury to the surface of the land, to the beds of water courses, protection bank, river beds, etc, where disturbed by the works (other than where specially ordered by the Engineer) 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 engineer.

49.7 Maintenance and Defects Liability Period

The Defects Liability Period for the Works as provided in Sub-Clause 49.1 shall be one (06) Month from the date of completion of the Work certified by the Engineer and by issuance of Completion Certificate. The Contractor shall be responsible to make rectification of the items on the punch list issued by the Engineer and as otherwise required under the Contract without any cost to the Employer within this period.

Maintenance shall mean the process of sustaining the level of physical quality of the Project as per originally established criteria, usually involving a programme of inspection, clearing and repair activities by the Contractor at his own cost.

Maintenance period shall be one (06) Month from the date of completion of the work certified by the Engineer and by issuance of Completion Certificate.

The Contractor during this Maintenance Period shall perform the following services:

- i) The Contractor will be responsible for the regular inspection of the works, remove and prepare an inventory of any defects developing and/or to be attended regularly.
- ii) The Contractor shall maintain an inventory of the equipment, tools and materials used or to be used during the maintenance period.
- iii) The Contractor shall also maintain an inventory of any defects located or being developed during hazards, accidents or natural calamity during this maintenance period.
- iv) The Employer/Engineer will inspect the maintenance standards once in every three months and prepare a punch list jointly with the Contractor for proper upkeep and maintenance. The Contractor will attend this punch list promptly and complete the same before the next inspection period and report the same to the concerned Project Authorities.
- v) The Contractor shall be responsible for the maintenance, detailed inspection at regular intervals for each item but not limited to the following.
 - Inspection of pavement, structure, drainage works and rectification of all types of defects developed thereto, including but not limited to crack, ruts, settlement, etc.
 - Inspect and repair/rectify all types of defects developed in the works.
 - Maintenance of shoulders to original lines and grades.
 - Maintenance and re-erection of traffic road signs, reflector zed pavement studs, guide posts/delineators guardrails (steel and concrete) KM posts, pre-cast concrete kerbs and other items of original Bill of Quantities. This includes looking after electrical poles installed on bridge, approaches, etc.
 - Repairing and maintenance of road or bridge marking on the entire length of road way after taking all precautions during day and night for smooth plan of traffic.
 - Attending to any common erosion within the ROW due to flood or rains. Clearing any silt on any drainage or irrigation culverts across the embankment and keeping in storm water culverts downstream erosion maintained.
 - Keeping all the drain pipes in working and operation and attend to any defects arising in the entire system or drainage or any of its components.
 - Maintaining and up-keeping of longitudinal drains in cut and fill areas and make any additional work to stop excessive erosion, identify trouble points and get these rectified.
 - In case of any defects or damage due to wear and tear, by accident or by natural calamity, attend the same promptly and maintain/up-keep into an acceptable defect free immaculate condition.
 - Check the works during and after floods and rectify defects.
 - The contractor shall maintain a communication system for his own use and for use of his staff and crew especially in case of an emergency or floods, etc.

49.8 Extension of Defect Liability Period

The employer shall be entitled to an extension of the defects liability period for the works or ac section on account of failure of the contractor to rectify a defect or damage. However, defects liability period shall not be extended by more than two (02) years.

At the end of the first sentence , after the word “Engineer”, the word “in writing” are added.

52.1 Valuation of Variations

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

52.2.1 Power of Engineer to Fix Rates

Add the following the first paragraph of Sub-Clause 52.2

“Provided that no change in the unit rates or prices quoted shall be considered for items included in the Schedule of Day work Rates notwithstanding the quantity of work performed under such schedule. Provided that no change in the unit rates or prices quoted shall be considered for any item in the schedule to the bill of quantities, unless such item individually accounts for an amount of more than 2 percent of the sum mentioned in the letter of acceptance, and the actual quantity or work performed under the item exceeds or falls short of the original billed quantity by more than thirty (30) percent.

53.3 Substantiations of Claims

Add “with the approval of the Employer” in the first line after the word “Engineer”.

Add “but not more than 28 days” in the end of sixth line after the word “require”.

Delete the text “if required by the Engineer so to do” appearing in the second and third last lines.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety and replaced with following:

“The Contractor shall not be entitled for the claims(s) if the contractor fails to comply with the requirements or any of the requests of sub-clause 53.1, 53.2 & 53.3 within the time period stipulated therein the clause mentioned in conditions of contract Part-I and/or fails in keeping and producing necessary record wherever demanded by Employer”.

53.5 Payment of Claims

Add the following text in the beginning of this sub-clause:

“With in 28 days after receiving a claim and any further particulars supporting a previous claim, the Engineer shall respond with approval or with disapproval and detailed comments. He may also request and necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time a copy to the Employer”

Add the following at end of this Sub-Clause”

“but not later than forty two (42) days after receiving the claim and supporting particulars as per sub-clause-53.3.

54.1 Contractor’s Equipment

Add the following paragraph at the end.

“the contractor shall forward to the Engineer at the end of each month returns showing the constructional plant, Material etc. on site in a form prescribed by the Engineer”

54.5 Condition 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.

55.2 Omission of Quantities

Items of works described in the Bill of Quantities for which no rate or price has been entered in the contract shall be considered as included in other rates and prices in the contract and will not be paid for separately by the Employer.

57.1 Method of Measurement:

Add the following text at the end:

“The method of measurement shall be in accordance with the BOQ contained in Appendix-D to Bid”

The measurement of works shall be performed on the basis of the specification. If these measurements exceed the measurements indicated in the specification and drawings, except those directed by the Engineer, such excess shall be on the account of the contractor and shall not be entitled to any compensation thereof. But if they are less than the measurement indicated in the specification 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 matrix system for all times, unless otherwise provided herein or in the special provisions. All longitudinal measurement for area or volume will be made horizontally along the road centre line, and no deduction will be made for individual fixtures in the payment having an area of 1 sq meter or less. All transverse measurement for area or volume of payment courses will be made horizontally in accordance with the dimension indicated on the plan, or dimension ordered by the Engineer. In computing volume of excavation, embankment and borrow, the average and 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 provision of the contract, or material not unloaded from the transporting vehicle, or material placed outside of the line indicated on the drawings as established by the Engineer, or material should be disposed off by the contractor at this own expense. No compensation will be allowed for hauling rejected

materials. The works will be measured net notwithstanding any general or local custom except where otherwise specifically described in the contract.

Record of Measurement:

The contractor will supply to the Engineer's Representative six(06) copies of the abstract of Contractor's certificate of Payments every month along with two (02) copies of detailed measurements, quality control and cross section with calculation, and any other documents or information which form the basis of payment.

57.2 Break down of Lump Sum Items

Line 3: After "Lump Sum" add "or each"
Add the following Sub-Clause 58.4

58.4 Prime Cost Items

"in accordance with sub-Clause 58.1, and 58.3, Part-I for the use of provisional sums, the Engineer shall acquire prior approval from the Employer in this respect"

Every sum in Bill of Quantities, which contains (either as the whole or part of the sum) a prime Cost (P.C) price of goods, materials or services to be provided in connection with the work, shall be revised at the direction of the Engineer, by the substitution of the actual price paid by the contractor for the prime cost price (subject however to the provision of sub-clause 58.3). The contract price shall be increased or decreased by the amount by which the sum in Bill of Quantities is increased or decreased by such substitution. No variation shall be made in respect of all other charges and profit in relation to particular items of prime cost concerned which shall be included in the prices entered in the Bill of Quantities for other items unless specifically provided.

The following clauses are added in Sub-Clause 59.4 and 59.5

59.4 Payment 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 payments 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 deduction) 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 word “the Appendix to Tender” are deleted and substituted with the words” sub-clause 60.11 (a) (6) hereof”

Add the following text in the end of this sub-clause 60.1:

“The contractor shall submit a statement in six (06) copies to the engineer at the end of each month, in a tabulated form approved by the engineer, showing the amounts to which the contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed;

- a) The estimated contract value of the works executed up to the end of the months in questions, at base unit rates and prices in the Bill of Quantities.
- b) The actual value certified by the Engineer for payment for the works executed up to the end of the previous month, at base rates and price in the Bill of Quantities.
- c) The estimated contract value at base unit rates and prices of the works for the month in questions, in local currency, obtained by deducting (b) from (a);
- d) The value of any variations executed up to the end of the month in questions, less the amount certified in the previous interim payment certificate, in local currency only, pursuant to clause-52.
- e) Amount approved in respect of Day work executed up to the end of the month in question, less the amount for Day work certified in the previous interim payment certificate in local currency only as determined from the Daywork schedule of the Bill of Quantities.
- f) Any amount due under clause-53.5 in local currency
- g) Amount reflecting changes in cost and legislation, pursuant to clause 70 in local currency only.
- h) Any credit or debit for the month in question in respect of materials and plant for the permanent works, in relevant amounts in foreign and local currencies and under the condition set forth in sub-clause 60.11;
- i) Any amount to be withheld under the retention provisions of sub-clause 60.3 determined by applying the percentage set forth in sub-clause 60.3 to the amounts due in local currency under paragraphs 60.1 (c), (e), (f) and (g)
- j) Deduction of advance income tax in accordance with the prevailing income tax laws of Pakistan from all payments due to the contractor, such deduction shall be deposited with the Government of Pakistan towards payment of income tax by the contractor and a certificate to this effect shall be issued to the contractor by the Employer.
- k) Any other sum, in local currency to which the contractor may be entitled.
- l) The deduction of amounts certified in all previous payment certificates;

- m) Any amount to be deducted as recovery for Employer's supplied material as per the provision of contract.

60.0 Monthly Payments

Sub-clause 60.2 id is deleted and substituted as under.

"The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to the contractor in accordance with the contract, after deduction other than pursuant to clause-47 of any sums which may have become due and payable by the contractor to the Employer in case where there is difference of opinion as to the value of any item, the Engineer view shall prevail, with in twenty eight (28) days of receipt of monthly statement referred to in sub clause 60.1 the Engineer shall determine the amount due to contractor and shall issue to the Employer and the contractor a certificate herein called "interim payment certificate" certifying the amount due to the contractor. Provided that the engineer shall not be bound to certify any payment under this sub clause if the net amount thereof, after all retention and deduction, would be less than the Minimum amount of interim payment certificates stated in the Appendix A to Tender.

Notwithstanding the terms of this clause or any other clause of the contract, no amount will be certified by the Engineer for payment until the performance security has been provided by the contractor and approval by the Employer.

60.3 Payment of retention Money

The following paragraph is added at the end'
"Retention Money shall be 5% of contract price.

60.6 Final Statement

The following paragraph is added at the end'

\ Becomes evident that a dispute exists, the Engineer shall issue to the Employer an iterim payment certificate for those parts of the draft final statement which are not in dispute and is such a case, the payment may also able made even the amount is found less than the minimum amount of IPC state in Appendix A the dispute shall than be settled in accordance with clause 67. The final statement shall be agreed upon settlement of the dispute."

60.8 Final Certificate

Delete the words "other than pursuant to clause47" form line 3. The date by which "as built" drawing and other project data on CDs is to be submitted shall be along with the final certificate submission.

60.9 Cessation of Employer's Liability

Line 3: After "thereof" add "prepared in accordance with clause 53"

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 42 days after such interim payment certificate has been jointly verified by employer and contractor or in the case of the Final certificate referred to in sub clause 60.8 within 60 days after such final payment certificate has been jointly verified by Employer and contractor provided that the interim payment shall be caused in 42 days and final payment in 60 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 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign 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 60.11 is added

60.11 Secured Advance on Materials

- a) The contractor shall be entitled to receive from the employer secured advance against an indemnity bond acceptable to the Employer of such sum as Engineer may consider proper in respect of non-perishable materials on the site but not yet incorporated in the permanent work provided that
 1. The materials are in accordance with the specification permanent works
 2. Such materials have been delivered to the site properly stored and protected against loss or damage or deterioration and satisfaction of the Engineer but at the risk and cost of the contractor.
 3. The contractor's records of the requirement order, 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 provide evidence of ownership and payment thereof;
 5. Ownership of such materials shall be deemed to vest in the Employer and the 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 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 provision shall be effected from the monthly payments on actual consumption basis, the contractor shall have to execute and sign the "INDENTURE BOND FOR THE SECURED ADVANCE" in accordance with the Employer's requirements for payments against secured advance

60.12 Financial Assistance to contractor

Financial assistance shall be made available to the contractor by the Employer by the adopting any one of the following.

- a. An interest-free Mobilization Advance of the contract price stated in the letter of Acceptance shall be by the employer to the contractor upon submission by the contractor of a Mobilization advance Guarantee for the full amount of Advance in the specified form a scheduled Bank in Pakistan. In any company approved by Employer.
- b. Recovery of Mobilization shall be started after 25% work done in 10% equal balance mobilization advance shall be recovered in total IPC before final bill.

62.1 Defect Liability certificate

Add “and the extended period under Clause-49 hereof, if any, “in the seventh line after “period”.

63.1 Default of contractor

Deleted the last paragraph of this sub-clause and substitute:

“Then the Employer may after giving fourteen (14) days notice to the contractor enter upon the site and expel the contractor there from without thereby voiding the contract, or releasing the contractor from any of his obligation or liabilities under the contract or affecting the right and powers conferred on the Employer or the Engineer the contract to complete the works or may employ any other contractor to complete the work. for such completion so much of the contractor’s Equipment, Plant, Temporary work, and materials which have been deemed to be reversed exclusively for the execution of the works, under the provision of the contract as he or they may think proper and the employer may at any time, sell any of the said contractor’s equipment temporary works, and unused plant & materials and apply the proceeds or sale in or toward the satisfaction of any sums due or that become due to him from the contractor under the contract”

Add pare (f) and (g) at the end as follows.

- f) If the work is observed to be behind the clause 14 programmer to which consent has been given by the Engineer, in three consecutive intervals.
- g) If the contractor fails to mobilize at site in accordance with the programme of works.

The following pare is added at the end of the sub-clause.

Provided further that in additional 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.

Add new sub-clause 63.2 as follows.

63.2 Valuation at Date of Expulsion

Modify the heading of Sub-clause 63.2 by substituting “valuation of Date of Expulsion” for “valuation of Data of Termination” in Sub-Clause 63.2 delete the word “termination” on the second and fifth lines and substitute “expulsion”

63.3 Payment after Expulsion

Modify the heading of sub-clause 63.3 by substituting “Payment under expulsion” for “payment under termination” in sub-clause 63.3 the words “terminates the contractor’s employment” on the first line and substitute “shall enter and expel the contractor”
Add new sub-clause 63.4 as follow.

63.4 Assignment of Benefit of Agreement

In sub-clause 63.4 delete the word “termination” on the second line and substitute “expulsion”

63.5 Failure in Mobilization

Notwithstanding anything contained herein, failure of the contractor to mobilize at site in accordance with program of work shall lead to discharge of both the parties from further performance except as to Employer’s rights under this clause to encase the full amount of the Bank Guarantee for Mobilization Advance and performance security together with utilization of insurance Policies furnished by the contractor in respect of contract as compensation against Damages incurred upon Employer due to such failure of contractor to mobilize at site. The Employer shall have the further right of debarring the contractor from participation in future works in National Highway Authority up to three year and/or to recommend Pakistan Engineering council for black listing as per PEC Bylaws. The application or otherwise of this Sub clause shall be at the discretion of the employer and in case of its application sub clause 63.2, 63.3 and 63.4 shall not apply.

63.6 Corrupt and fraudulent practices:

Add new sub-clause 63.6 as follows.

If in the judgment of the Employer the contractor has engaged in corrupt or fraudulent practices, in completing for or in executing the contract, then the Employer may, after having fourteen 14 days notice to the contractor, terminate the contractor’s employment under the contract and expel him from the site, and the provision of clause 63 shall apply as if such expulsion had been made sub-clause 63.1 of General Conditions of contract part-I

For the purpose of this sub-clause

“Corrupt practices” mean the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution”

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submissions) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

65.2 Special Risks

The text is deleted and substituted with the following.

The special Risks are the risk defined under Sub-clause 20.4 sub paragraph (a) (i) to (a) (v).

65.4 Projectile, Missile

Delete “whenever and wherever occurring” in line 2, and add “on or near the site “after explosive of war” in line 3.

66.1 Payment in Event of Release from Performance

Substitute the words “letter of Acceptance” appearing in the second line with the word “commencement of works”

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 settle under the provision 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 NHA HQ at Islamabad, Pakistan.

68.1 Notice to contractor

The following paragraph is added

For the purpose 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.

Chairman, National Highway Authority
27 Mauve Area, G-9/1 Islamabad

The Engineer:

General Manger (NA'S) Abbottabad

69.1 Default of Employer

a) In second line substitute “42 days” for “28 days”

b) Deleted paragraph (b) and substitute the following

“interfering with or obstructing or refusing any required approval to the issue of any such certificate except that acts of the Employer set out in clause-2 hereof shall not be construed as such interference obstruction or refusal, or”

c) Delete paragraph (c) and renumber paragraph (d) and (c).

d) Last line: Substitute “14 days” with “28 days”

69.4 Contractor's Entitlement to suspend work

Delete the word “or reduce the rate of work” appearing in the seventh and eighth lines.

Add “/or” at the end of the text appearing under (a) after the word “and”

Add “determined under sub clauses 53.5” after the word “contract price” appearing in the end of text under (b)

69.5 Resumption of work

Delete the word “or reduce the rate or work” appearing in the first line

70.1 Increase or Decrease of cost.

Sub Clause 70.1 deleted in tis entirety, and substituted with the following:

The amount payable to the contractor, pursuant to sub-clause 69.1 shall be adjusted in respect of the rise or fail the cost of labor, material 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 provision of this or other clauses in the contract, the unit rates and prices include in the contract 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 statement 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 paragraph 60.1 (b) and (e) where any variations and dayworks 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 weight ages or coefficients represented the estimated proportion of each cost element (labour, cement and reinforcing steel etc. in the Works or section 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 price corresponding to the above cost elements at the date specified in sub-clause 70.1 (d)

c) Sources of Indices and weight ages

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 weight ages 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 work shall be made using either the indices or prices relation 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 adjustment made after the expiry of such extension of time.

f) Weightages

The weightages for each of the factors or 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-clause 73.1, 73.2, 73.3, 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 taxes.

73.2 Customs Duty & Taxes

The prices tendered by the contractor shall include all import license fees, custom duties, excise duties, sales tax, surcharges, business taxes, income and other taxes that re levied according to the law and regulation of Pakistan on the contractor's Equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect by the contract.

73.3 Fixed withholding Tax

A sum in Pakistan Rupees, in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payment made to the contractor and deposited with Government of Pakistan towards payment of income tax by the contractor. When such

deduction is made from payments of income tax by the contractor. When such deduction is made from 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 remunerations etc, in accordance with the prevailing income tax laws in Pakistan.

74.1 Integrity Pact

If the contractor or any of his subcontractor 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 subcontractor agent 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 subcontractor, agent or servants.

The termination under sub-paragraph (b) of this sub-clause shall proceed in the manner prescribed under sub-clause 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-paragraph (a) and (c) of this sub-clause.

75.1 Termination of Contract form 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 terminate 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 subcontractor or assigns and the labour employed by them.

77.1 Joint and several Liability

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

78.1 Detail 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 particular 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 publications or disclosure for the purpose of the contract, the same shall be referred to the decision of the Engineer whose award shall be final.

79 Member of Government etc, not personally Liable

In carrying out any of the provision of these specification or in exercising any power of authority granted to them by or within scope of contract, there shall be no liability upon the chairman, NHA or its authorized representative either personally or as officials of the Government it being understood that in all matters they act solely as agent and representative of the Government.

No member or officer of the Government or the Employer or the Employer's representative or the Engineer or the Engineer's representative or any one of their respective staff or their employee shall be in any way personally bound or liable for the act of obligation of the Employer under the contract or answerable for any default or omission in the observance of performance of any of the acts, matters or things which are herein contained.

80 Engineer not an Arbitrator

In measuring valuing deciding or certifying the Engineer intended to act not as an arbitrator but as any Engineer act by his skills and form his knowledge of the facts and incidents connected with the contract.

If the Employer or the contract shall have given notice in written to the Engineer of disagreement with any measurement valuation decision or certificate made by the Engineer otherwise than under the provision of clause 67 hereof or made by the Engineer's Representative than the Engineer shall be at liberty to inform himself of the pertinent arguments and facts by inquiry of such person or persons as he may considered necessary whether or not representing or in the employee of the Employer or the contractor, before making any further relevant measurement valuation decision or certificate that may be required of him under the provision of contract.