MINISTRY OF HOUSING AND WORKS

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY, ISLAMABAD

INFRASTRUCTURE DEVELOPMENT WORKS (ELECTRICAL) OF SECTOR 4C, 18C, 19C, 24B & 25B AT KDA SCHEME-33, GULZAR-E-HIJRI, KARACHI

TECHNICAL BID

VOLUME-I

(SINGLE STAGE TWO ENVELOPE)

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BID DOCUMENTS

FOR

ELECTRICAL WORKS OF (SECTOR 4C, 18C, 19C, 24B AND 25B) AT KDA SCHEME-33, GULZAR-E-HIJRI, KARACHI

(SINGLE STAGE TWO ENVELOPE)

BID DOCUMENTS ARE PLACED IN THE FOLLOWING FOLDERS

VOLUME I:

1) **INVITATION FOR BID**
2) **INSTRUCTION TO BIDDERS**
3) **BIDDING DATA**
4) **EVALUATION/QUALIFICATION CRITERIA**
5) **FORM OF BID AND APPENDICES**
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INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders / JV 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 K-Electric and Employer.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications - Technical Provisions.
6. Form of Bid & Appendices to Bid.
7. Bill of Quantities for External Electrification (Appendix-D to Bid).
8. Specifications – Special Provisions.
9. Bill of Quantities for K-Electric Supply (Appendix-D1 to Bid).
10. Form of Bid Security.
11. Form of Contract Agreement.
12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
13. Drawings.

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

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 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 enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the 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 predictions for the current year and the two following years including the effect of known commitments;
(iii) Work commitments since prequalification;
(iv) Current litigation information; and
(v) Availability of critical equipment.
and

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

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff and other pertinent information such as mobilization programme etc;

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

(a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;

(b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

(c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

(d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

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

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to 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 bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

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

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at-least AA rating from PACRA/JCR in favor of the Employer valid for a period of 28 days beyond the Bid Validity date.

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

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible but not later than 28 days after the expiration of the period of Bid Validity.



15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

(a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;

(b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or

(c) In the case of successful bidder, if he fails within the specified time limit to:

(i) furnish the required Performance Security; or

(ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details /Conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives 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 made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and 'COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.5 The original 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 or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

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

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

IB.21 Late Bids

21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify**,** substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications**,** substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

23.4 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 adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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 Day work; and
(c) making an appropriate adjustment for any other acceptable variation or deviation.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price**,** provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

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

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

IB.30 Employer's Right to Accept Any 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 Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall 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.

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

IB.32 Performance Security

32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.

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

IB.33 Signing of Contract Agreement

33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.

33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the 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-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

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

BIDDING DATA

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

Instruction to Bidders, Clause Reference	Bidding Data
IB-1 1.1	**Name and Address of the Employer:** **Director General**, Federal Government Employees Housing Authority, Islamabad **Address:** **Project Director,** Federal Government Employees Housing Authority, Karachi 2nd Floor Working Women's Hostel, Opposite Garden Police Headquarter Aga Khan III Road, Karachi
1.1	**Scope of Bid** The Work under this Contract Package comprises of Infrastructure Development Works (Electrical) of Sector 4C, 18C, 19C, 24B & 25B At KDA Scheme-33, Gulzar-E-Hijri, Karachi.
IB-2 2.1	**Source of Funds** The Employer has sufficient funds of its own to cover the cost of the entire project for which these bidding documents are issued.
IB-3 3.1	**Eligible Bidders** All firms/organizations who meet the qualification criteria provided in NIT and in Bidding Documents and K-Electric Bye-Laws and Pre-qualification Criteria
3.2	**Add following IB Sub-Clause 3.2** **Qualification of Bidder** To be qualified for award of the Contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract effectively and their registration / Pre-qualification with K-Electric and similar works completed. Bids shall include the following documentation and information on the relevant Forms provided at the end of this section "Bidding Data". (a) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder; (b) total annual turnover in the electrical works construction business expressed as total of payment certificates for work performed in each of the last three years; (c) performance as prime contractor, management contractor, or

	works of a similar nature and complexity over the last ten years, and details of other work in hand and contractual commitments; (d) major items of Contractor's Equipment proposed for carrying out the Contract; (e) the qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site.
	(g) reports on the financial standing of the bidder including profit and loss statements, balance sheets and auditor's reports for the past three years, and an estimated financial projection for the next two years; (h) authority to seek references from the bidder's bankers; (i) information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute; (j) information regarding historic nonperformance and blacklisting of the bidder by government, semi government, autonomous bodies, private parties; and (k) proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time referred to in Appendix A to bid. For the purposes of this particular Contract, bidders shall meet the minimum qualifying criteria. Refer Evaluation & Qualification Criteria provided in this bidding document, to establish its qualifications to perform the Contract in accordance with Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information forms along with information required in this Sub-Clause 3.2.
IB-4 4.3	**Add new Sub-Clause 4.3** Before award of the Contract to successful bidder, the Procuring Committee comprising 5 or more persons will visit the projects completed or are in progress of the successful bidder to verify the information provided by the bidder about experience, plant & equipment, key staff at **the cost of the successful bidder**.
IB-6 6.1	**Site Visit** Delete the text and substitute: The Bidder or his authorized representative shall visit and inspect the Site of Works including the areas and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information. The Bidder shall, before submitting his bid, satisfy himself in all respects including the following:

	a. The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work. b. The quantities and nature of the work and materials necessary for completion of the Works. c. The means of access to the Site of Work and exit from the Site. d. The available accommodation on land for Contractor's Camp within or outside the Site of Work. e. All necessary information as to risks, contingencies and other circumstances, which may influence or affect the bid. f. The existing condition at Site. g. Verify the BOQ vetted by K-Electric as per Schedule-KE1 h. Traffic Management during construction etc. Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labor, fuel, water, electricity, and other matters or things required for or in connection with the Works. In preparing the bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage. The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his bid be accepted. The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.

Clause IB.7	**Contents of Bidding Documents** Delete the text of Sub-Clause 7.1 and substitute with the following: The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9. **Technical Bid** **7.1.1 Volume - I** • Instruction to Bidders. • Bidding Data • Letter of Technical Bid & Appendices to Bid (excluding Appendix-D) • Part-I - General Conditions of Contract. • Part-II - Particular Conditions of Contract. • Specifications - Special Provisions. • Affidavit of original Bid Security on stamp/ judicial paper stating that the Original Bid Security is sealed with Price Bid, form of performance security, contract agreement, and mobilization advance Bank Guarantee. **7.1.2 Volume - II** • Specifications - Technical Provisions. **7.1.3 Volume - III** • Drawings **<u>Price Bid</u>** 7.1.4 **Volume - IV** • Letter of Price Bid • Preamble to Bill of Quantities (BOQ) • Appendix – D to Bid (Bill of Quantities)
IB-8 8.1	**Clarification of Bidding Documents:** Time Limit for Clarifications is 10 days instead of 28 days prior to the deadline for submission of bid and after that time limit the Employer will not entertain any clarification/query etc whatsoever in nature.
IB-9 9.1	**Add following at the end** "Which will also be hosted on PPRA website."

IB-10 10.1	**Language of Bid:** English
IB-11 11.1	**Documents Accompanying the Bid:** Delete whole Clause 11 and replace with following The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in Clause 11.1a and the other the Price Bid containing the documents listed in Clause 11.1b, both envelopes enclosed together in an outer single envelope.
11.1a	The Technical Bid shall comprise the following: i. Form of Technical Bid; ii. Appendices to Bid except Appendix D and Appendix J iii. Bid Security in accordance with Clause 15; iv. alternative bids, if permissible, in accordance with Clause 16; v. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 18; vi. documentary evidence in accordance with Clause 3.2 establishing the Bidder's qualifications to perform the contract; vii. The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Appendices, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion viii. Affidavit of original Bid Security on stamp/ judicial paper stating that the Original Bid Security is sealed with Price Bid.
11.1b	The Price Bid shall comprise the following: i. Form of Price Bid; ii. Completed Price Bill of Quantities (Appendix D), in accordance with Clause 11.1c and Clause 12;
11.1c	The Forms of Technical Bid and Price Bid, and all documents listed under Clause 11.1a and 11.1b, shall be prepared using the relevant forms furnished at the end of Bidding Data and in Appendix D to L. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. In case any original document is in other language, translation in bid language should be provided which must be attested by the consulate of the country of the foreign bidder. The document in bid language shall prevail in case of any discrepancy.
IB-11.2	Delete the sub clause 11.2. Joint venture and subcontracting is not applicable.
IB-12.2	Delete the text of Sub–Clause 12.2 and substitute with the following:

	For Scheduled and Non-Scheduled Items, Bidder Shall Quote Premium in the Form of Percentage Above or Below the estimated price put to bid provided in the Summary of Estimate. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden technical and/ or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the Estimate.
IB-12 12.3	**Bid Prices** Add the following paragraphs: a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract shall affect or modify any of the terms or obligations contained in the Contract. b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from. c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works. d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes, duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract. e) The Sindh sales tax (SBR), if applicable, should be included by the bidder in its rates.
IB-13 13.1	**Currencies of Bid and Payment:** The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees (PKR). A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources. All payment will be made in PKR only
13.2	Delete whole Sub-clause 13.2

IB-14 14.1	**Bid Validity:** Period of Bid Validity is 120 days after the date of bid opening.
IB-15 15.1	**Amount of Bid Security:** Bid Security shall be 3% of the NIT amount.
15.2	Delete and replace with following: The Bid Security shall be in the form CDR / Deposit at Call in favor of "Federal Government Employees Housing Foundation" valid for a period of 45 days beyond the Bid Validity date. The bid Security (original) and copy should be submitted with Technical Bid as per Clause IB 11.
IB-16 16.1 & 16.2	**Alternate Proposals by Bidders** Delete the text and substitute: Alternate proposals by Bidders are not invited. Bidders will only quote for the bid design.
IB-17 17.1	**Venue, time, and date of the Pre-Bid Meeting:** As per Notice Inviting Tender (NIT)
17.2	**Add at the end of the Para following** **Errors, Omissions & Queries** The Bidder shall notify "the Employer" of any inconsistencies, errors and omissions found in the Bid Documents, prior to the Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of Bid. All queries shall be directed to:
	Project Director Electrical Works of (Sector 4C, 18C, 19C, 24B and 25B) at KDA scheme-33, Gulzar-e-Hijri, Karachi at the address provided in Sub-Clause 1.1 above. The Employer is not responsible for any verbal communications or instructions to the Bidders.
IB-18 18.1	**Format and Signing of Bid:** Delete Sub-Clause 18.1 and 18.2 and replace with following The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in IB Clause 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Bidders are particularly directed that the amount entered on the Form of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2	The original and all copies of the Bid shall be typed or written in indelible ink except Price Bid which shall be handwritten in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified below and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Power of Attorney on Judicial Paper of Rs. 100 duly attested by Notary Public; and (b) No person other than the authorized representative is allowed to conduct business during bidding process including correspondence, clarification etc for and on behalf of bidder and in the event of award of the Contract during contract execution. (c) The Employer will not entertain any correspondence/ clarification/query from unauthorized representative whosoever during and after bidding process.
18.4	Number of copies of the bid to be completed and returned: **Original + Three Copies of Technical Bid and Original + One Copy of Financial Bid.**
18.5	**Delete the last sentence of this para from "All pages ……..." the bid" and substitute with the following:** All pages of the bid including appendices, addendum, corrigenda, clarifications, supplementary information as are issued shall be completed, initialed and stamped by the person or persons signing the bid. One (01) copy of Power of Attorney must be attached to the Bid submitted to the Employer, if this Bid is signed/executed by a person other than the President, Partner or Owner of the Bidder's Company.
18.6	Delete the text and substitute: 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. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Non- compliance of these instructions may be construed as sufficient ground to render the bid non-responsive.
18.7	At the end of this para, add the following: Bids shall be prepared and submitted on the forms of "Technical Bid" and "Price Bid" provided. All blank spaces must be filled in and completed form must be without interlineations or alteration of the original wording.

	Bids with incomplete and/or unsigned Form of Bids may be rejected /considered Non-Responsive. The Bidder shall stamp and sign each page of Bid Documents for the purpose of identification and acknowledgement of acceptance thereof. The Bids must conform in all respects to the Bid Documents.
IB-19 19.1	**Sealing & Marking of Bids:** Delete Sub-Clause 19.1 and replace with following: Bidders may always submit their bids by mail or by hand. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO - TECHNICAL BID" and "COPY NO - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set
19.2(a)	**Employer's address for purpose of Bid submission:** As per Sub-clause 1.1 above
19.2(b)	**Name and Number of Contract:** **Electrical Works of (Sector 4C, 18C, 19C, 24B and 25B) at KDA Scheme-33, Gulzar-e-Hijri, Karachi** **Contract Package # 01**
IB-20 20.1	**Deadline for submission of bids**: As notified in the Invitation for Bid.
IB-23 23.1	**Venue time and date of Bid opening:** Delete Sub-Clause 23.1 and replace with following The Employer shall open the Technical Bids in public at the address, date and time specified in the Invitation for bids in the presence of Bidders` designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
23.3	Delete Sub-Clause 23.3 and replace with following All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security and amount; (d) any other details as the Employer may consider appropriate. Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with Clause 21.

23.4	Delete Sub-Clause 23.4 add replace with following: At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
23.5	**Add following Sub-Clauses 23.5 to 23.8** The Employer will notify bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
23.6	The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
23.7	All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the Bid Prices, including any discounts and alternative offers if permitted; and (d) any other details as the Employer may consider appropriate. Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the time of opening of Price Bids.
23.8	The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record.
IB-24 24.2	**Process to be Confidential** Add the following sub-para: Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and will not be returned.
IB-26 26.1	**Examination of Bids and Determination of Responsiveness** Add following paragraph at the end of Sub Clause 26.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in Clause 11 have been provided, and to determine the completeness of each document submitted. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected. i. Letter of Technical Bid; ii. written confirmation of authorization to commit the Bidder; iii. Bid Security, if applicable; and

	iv. Technical Proposal in accordance with IB 11
26.2	**Examination of Bids and Determination of Responsiveness** Add following text at the end of Sub-Clause 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in IB 11. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation. The Employer shall examine the technical aspects of the Bid submitted in accordance with IB 11, Technical Proposal, in particular, to confirm that all requirements of Works and Biding Documents have been met without any material deviation. Provided that a bid is substantially responsive, the Procuring Agency may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission. Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Evaluation and Qualification Criteria. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Evaluation and Qualification Criteria. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Sub Clause 3.2. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
IB-27	**Correction of Errors**
27.1	Delete the text of Sub-Clause 27.1 and substitute with the following: 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: **For Scheduled and Non-Scheduled items:** (a) where there is a discrepancy between the quoted premium (above or below) provided by the bidder in summary of Estimate and in the form of Bid, the quoted premium stated in the form of Bid shall govern; and

	(b) where there is a discrepancy between the Premium/amount in figures and in words, the premium/amount in words shall govern; and (c) where there is a discrepancy between the Percentage Premium and the total amount quoted by the Bidder by multiplying the percentage premium with the price put to Bid, the value provided as premium shall govern and total amount shall be corrected.
IB-28 28.4	**Evaluation and Comparison of Bids** In the text of sub-clause 28.4, in the sixth line, after the words, "the Employer may" add the following words: "take action under sub-clause 28.5 or may". **If the successful bidder failed to submit Performance Security of increased amount within twenty-eight (28) days of demand by the Employer, his bid shall be cancelled, and his bid security shall be forfeited.**
28.5	Add following Sub-Clause 28.5: A bid with highly inflated or unworkable rates of any BOQ items may be considered non-conforming and rejected. The Employer may also disqualify such bidder from participating in the subsequent bids who submits such unbalanced and/or unworkable rates of major items of work.
IB-29 29.2	**Award of Contract** Add the following sub-para: The Employer does not bind himself to award the Contract to the lowest or to any Bidder but will take into careful consideration the bidder's prices and such other factors as are deemed applicable.
IB-31 31.5	**Add new Sub-clause 31.5** The Successful bidder shall furnish to the Employer, detailed Rate Analysis of all items of work within 28 days after the receipt of Letter of Acceptance.
IB-32 **32.1**	**Performance Security:**
	The successful bidder shall provide a Performance Security in the prescribe From annexed to these Documents. The successful bidder shall furnish the said Security within twenty-eight (28) days after the receipt of Letter of acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency (ies) of the contract at the option of the bidder, in the form of Bank Guarantee from any Scheduled Bank in Pakistan or in form of Insurance Guarantee from Class AA rating Insurance Co.
IB-32 32.2	**Delete Sub-Clause 32.2 and replace with following:** Failure of the successful bidder to comply with the requirements of Sub-Clause IB.31.5 or 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 33.3	**Add new Sub-Clause 33.3:** **Stamp Duty** The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped on Stamp Paper, subject to that the Contractor shall be wholly responsible in future to fulfill the requirements of Sindh Government, for paying stamp duty to the Provincial Government, if required.

FORMS OF TECHNICAL QUALIFICATIONS

Form 1: Bidder Information Form

Company Profile

All individual firms and each partner of a joint venture submitting bid are requested to complete the information in this form.

1.	Name of firm (legal):	
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)	
3.	Head Office address:	
4.	Telephone : Fax Number: E-mail address:	
5.	Place of Incorporation/Registration: Year of Incorporation/Registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	NATIONALITY OF OWNERS	
	Name:	Country:

Form 2: Historical Contract Non-Performance

Each Bidder or each member of a JV must fill in this form

Non-Performing Contracts

- ❑ **Contract non-performance did not occur** within the last **two (02)** years prior to the deadline for bid submission based on all information on fully settled disputes or litigation **(Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)**
- ❑ **Contract non-performance during the stipulated period,**

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Blacklisting

- ❑ **Bidder shall not be blacklisted by government/semi government/autonomous/private organizations (Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)**

Pending Litigation

- ❑ **No pending litigation (**A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) **(Affidavit to be provided on Rs. 100 Stamp paper attested by Notary Public)**
- ❑ **Pending litigation (**All pending litigation shall in total not represent more than **50%** of the Bidder's net worth and shall be treated as resolved against the Bidder)

Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Form 3: Financial Situation

Each Bidder or each member of a JV must fill in this form

Financial Data for Previous 3 Years

Information from Balance Sheet

	Year 2021-22	Year 2020-21	Year 2019-20
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- NTN certificate must be attached
- Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country

Form 4: Average Annual Construction Turnover

Each Bidder or each member of a JV must fill in this form

Annual Working Data for the Last 3 Years (Construction only)	
Year	**Amount (PKR)**
2021-22	
2020-21	
2019-20	
Average Annual Construction Turnover	

The information supplied should be the working capital (Construction only) of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

Form 5: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in the Qualification Criteria

Financial Resources		
No.	**Source of financing**	**Amount (PKR)**
1		
2		
3		

Form 6: Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [PKR/month)]**
1					
2					
3					
4					
5					

Form 7: Details of Contracts of Similar Nature and Complexity completed over the last 10 years

Sr. No.	**1**	**2**	**3**	**4**	**5**
Name of Contractor:					
Country:					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					
Cost per day Index					

Form 8: Personnel Capabilities

Bidder should provide the names of suitably qualified personnel to meet the specified requirements stated in Evaluation and Qualification Criteria

Sr. No.	Title of Position	Name
1		
2		
3		
4		
5		

Form 09: Curriculum Vitae (CV) for Proposed Experts

1. Proposed Position: _____

2. Name of Expert & PEC Registration No: _____

PEC Registration No: _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ **Fax No:** _____

E-Mail Address: _____

5. Date of Birth: _____ **Citizenship:** _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

Form 10: Plant & Equipment

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed Evaluation and Qualification Criteria.

A. Equipment Capabilities (owned by the contractor/firm)

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of ownership of equipment.

B. Equipment Capabilities (leased/rented by the contractor/firm)

Sr. No	Name of Equipment	Mention whether leased or rented	Name of Owner	Address of owner	Contact name and title with Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of Lease Agreement/ Rent Agreement

Form 11: Credit Line Certificate

CREDIT LINE CERTIFICATE

Date: _____

Project Director,

Federal Government Employees Housing Authority, Karachi
2nd Floor Working Women's Hostel,
Opposite Garden Police Headquarter Aga Khan III Road,
Karachi

CONTRACT/PROJECT : _____

CONTRACTOR : _____

ADDRESS : _____

BANK : _____

ADDRESS : _____

AMOUNT : _____

This is to certify that the above ---------- (*Name of Bank*) with business address indicated above, commits to provide to the Contractor, if awarded the above mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the *Contracto*r of the Letter of Acceptance and such line of credit shall be maintained until the project is completed by the Contractor.
This Certification is being issued in favor of said Contractor in connection with the bidding requirement of **Project Director,** Federal Government Employees Housing Authority, 2nd Floor Working Women's Hostel, Opposite Garden Police Headquarter Aga Khan III Road, Karachi for the above mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized

Bank Officer : _____

Official Designation : _____

Concurred By:

Name and Signature of the Contractor

Authorized Representative : _____

Official Designation : _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this_____day of_____, 21_____, and affiant exhibited to me his/her NTN_____issued on_____at_____, Pakistan.

Attested BY

First Class Magistrate

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE

FORM OF BID
AND APPENDICES

FORMS OF BID AND APPENDICES

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FTB-1

FORM OF TECHNICAL BID

Bid Reference No. _____

(Name of Contract/Work)

To:

7 _____

_____

_____

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos._____for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications , Drawings, Bill of Quantities and Addenda.

2. We/I understand that all the Appendices attached hereto form part of this bid.

3. Our bid consisting of the Technical Bid and the Priced Bid shall be valid for a period of based from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees_____(Rs._____) drawn in your favor or made payable to procuring agency.

4. We/I 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/I agree to abide by this bid for the period of_____days from the date fixed for opening 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.

FTB-2

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.

in the capacity of _____duly authorized to sign Bids for and on behalf of _____Dated this_____day of_____2022_____

Signature: _____

_____
(Name of Bidder in Block Capitals)
(Seal)

CNIC: _____

Address:_____

Witness 1:

Signature: _____

Name: _____

CNIC: _____

Address: _____

Occupation: _____

.

Witness 2:

Signature: _____

Name: _____

CNIC: _____

Address: _____

Occupation: _____

SPECIAL STIPULATIONS

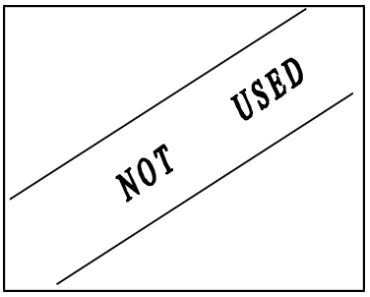
Sr. #	Description	Clause Conditions of Contract	Explanation
1	Employer's name and address	1.1(a)(i)	**Employer:** **Director General**, Federal Government Employees Housing Authority, Islamabad **Address:** **Project Director,** Federal Government Employees Housing Authority, 2nd Floor Working Women's Hostel, Opposite Garden Police Headquarter Aga Khan III Road, Karachi
2	Engineer's name and address	1.1(a)(iv)	The Engineer of project will be notified in the letter of acceptance.
3	Notice, Consent, Approval etc	1.5	Scanned copy via e-mail and facsimile are acceptable, if the original is received within three days.
4	Subcontracting	4.1	Subcontracting is not allowed
5	Language	5.1(a)	The Language is English
6	Law	5.1 (b)	The Law of Islamic Republic of Pakistan
7	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
8	Time for Furnishing Programme	14.1	Within **28** days from the date of receipt of Letter of Acceptance.
9	Revised Programme	14.2	Revised Programme to be submitted within 14 days of the Engineer's notice.
10	Cash Flow Estimate	14.3	Within **28** days of Signing of Agreement
11	Insurance of Works and Contractor's Equipment	21.1	**Type of cover** The Works **Amount of cover** The sum stated in the Letter of Acceptance plus fifteen percent (15%) **Type of cover** Contractor's Equipment: **Amount of cover** Full replacement cost plus fifteen percent (15%) **Other cover:** Contractor's All Risk Policy

12	Minimum amount of Third-Party Insurance	23.2	**Type of cover** Third Party-injury to persons and damage to property The Third-Party Compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited: i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person iv) in case of damage to property, full amount of repair/replacement as the case may be.
13	Minimum amount of Workmen Compensation Insurance	24.2	**Workers:** i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person
14	Time for Issue of Engineer's Notice to Commence.	41.1	Within 14 days from the date of signing of Contract.
15	Time for Commencement	41.1	Immediately after the date of receipt of Engineer's Notice to Commence.
16	Possession of Site	42.1	Immediately after the Notice to Commence.
17	Time for Completion	43.1	18 months from the date as notified in the Engineer's Notice to Commence.
18	Normal Working Hours	45.1	8 hrs a day and 6 days a week
19	Amount of Liquidated Damages	47.1 & 47.3	0.1% of the contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance. For Interim Delay damages 0.05% of the Contract price per day delay in completion of the Works subject to a maximum of 5% of Contract Price stated in the Letter of Acceptance. Also, other charges mentioned in Special/Particular Conditions of Contract

20	Taking Over Certificate	48.1	The Work shall be considered substantially completed if the whole of the work completed to the satisfaction of the Engineer, including cleaning of site. Only One Certificate Shall be issued
21	Taking Over of Sections or Parts	48.2	Deleted
22	Substantial Completions of Parts	48.3	Deleted
23	Defects Liability Period	49.1	365 days calculated from the date of completion of work certified by the Engineer.
24	Provisional Sums (PS)	58.1, 58.2, 58.3	Amount will be paid as per actual + Taxes + 5% as Contractor's Overhead & Profit for work carried out under PS.
25	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	The minimum amount of IPC will be Rs.10 million.
26	Time for Certification of Interim Payment Certificate by the Engineer	60.2	28 days from receipt of monthly statement from the Contractor
27	Retention Money	60.3	10% of the amount of Interim Certificate, maximum up to 5% of the Contract Price.
28	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days.
29	Rate of interest on delayed payment	60.10	Not Applicable
30	Mobilization Advance (Interest Free)	60.12	10% of Contract Price stated in the Letter of Acceptance against a bank guarantee of an equivalent amount from Scheduled Bank in Pakistan.
31	Recovery of Mobilization Advance	60.12	The advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of advance and the last instalment two months before the date of completion of the works as per clause 43 hereof.

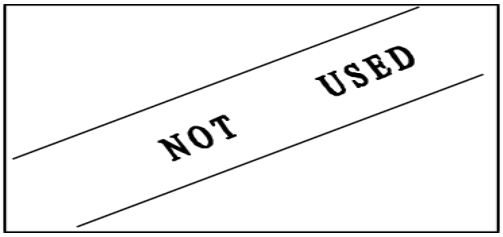
32	Contractor's name and address	68.1	_____(to be completed by the Tenderer)
33	Notice to Employer & Engineer	68.2	The Employer's Address is: Project Director, Federal Government Employees Housing Authority, Working Women's Hostel 2nd Floor Opposite Garden Police Headquarter Aga Khan III Road Karachi **The Engineer's Address is:** To be Notified in the Letter of Acceptance.
34	Currency of Contract		Pak. Rs. (PKR)

FOREIGN CURRENCY REQUIREMENTS



PRICE ADJUSTMENT UNDER CLAUSE 70
OF CONDITIONS OF CONTRACT

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

Cost Element	Description	Weightages	Applicable Price
(i)	**(ii)**	**(iii)**	**(iv)**
A			
a			

Notes:

1) Prices for "(a), (b)" & "(c)" shall be taken from the Government of Pakistan, Federal Bureau of Statistics. Monthly Statistical Bulletin. The base prices shall be those applying 28 days prior to the latest day for submission of Bids. Current prices shall be those applying 28 days prior to the last day of the billing period.

2) If the Statistical Bulletin of the aforesaid month is not available at the time of Bid opening, then the Basic Prices of Specified Materials will be submitted by the

   Contractor at the time of their availability and shall be recommended by the Engineer and will be fixed as Basic Prices for Specified Materials for Price Adjustment.

3) The prices for the cost elements of (b) to (c) shall be used for the City where the Site is located. In-case the Site is not listed in the monthly statistical Bulletin, the prices for the nearest City listed in the Bulletin shall be used.

4) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price and shall be deemed to be included in the rates and prices quoted by the Bidders.

5) The prices of materials provided in this Appendix are for the purpose of price adjustment only. The Contractor shall base his rates entered in the Bill of Quantities on current market prices.

BILL OF QUANTITIES

REFER PRICE BID

BE-1
Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

Description	**Time for Completion**
Whole Work/Part of Work	As stated in Appendix-A

METHOD OF PERFORMING THE WORK

[The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.

2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

Plant & Equipment

Sr. No.	Description of Equipment	Capacity & Horsepower	Minimum Requirement (Qty. in No.)
1	MTL	2600cc	2
2	Loader Truck	3500cc	1
3	Crane	10 Ton	1
4	Loader Truck	2600cc	1
5	Suzuki	1000cc	2
6	Generator	20 Kva	1
7	Tools Plant as per requirement of K –Electric Ltd.		1 Job

BG-2
Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

BI-1
Appendix-I to Bid

LIST OF SUBCONTRACTORS

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

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

NON APPLICABLE

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

BJ-1
Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

(To be filled and signed by the Bidder)

Bidderer's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Estimate, expressed in percentage of Bided Price (excluding Provisional Lump Sum Amount, if any):

Months	% of Bided Price
(a)	(b)
1st Month	
2nd Month	
3rd Month	
4th Month	
5th Month	
6th Month	
7th Month	
8th Month	
9th Month	
10th Month till completion of project	
Total	100 %

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOR

BK-2
Appendix-K to Bid

PROPOSED STAFF

(Detailed CVs of following Key staff shall be provided, it is mandatory. PEC registration Certificate and qualification certificates/degrees etc. shall also be provided. It will be mandatory for successful bidder to mobilize same staff as proposed below after the approval of the Engineer. The proposed staff must be employee of the bidder)

Position	**Qualification & Experience**	**Proposed Staff**			
		Name	**Qualification**	**Total Exp.**	**Relevant. Exp.**
Project Manager/ Contracts Engr.	Qualification BE (Electrical) with 20 years' experience (10 years relevant				
Planning Engineer	MS (Project Management) with 10 years' experience				
Electrical Engineers	BE (Electrical) with 15 years' experience with 05 years relevant experience of working				
Material Engineer	Msc (Geology) with 15 years' experience				
Site Engineers	BE (Electrical), with 8 years' experience, Experience 3 bridges				
Site Engineers	BE (Civil), with 8 years' experience, Experience 3 highway				
Sr. Field Surveyors	Diploma in Civil, Number (01), 10 years' experience, Experience 5 years Infrastructure				
Quantity Surveyor	Diploma in Electrical Number (01), 10 years' experience, Experience 3 similar assignment				

BL-1
Appendix-L to Bid

(INTEGRITY PACT)

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

Contract No._____Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer: ……	Name of Seller/Supplier: ……
Signature: ……	Signature: ……
[Seal]	[Seal]

BM-1
Appendix-M to Bid

QUALIFICATION CRITERIA

Qualification of Bidders shall be evaluated on the basis of mentioned criteria with at least **50% score** and **70% score** in aggregate in each category regarding the Bidder's financial soundness, experience record, personnel capabilities and equipment capabilities, in addition to fulfillment of mandatory requirements.

The Employer reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements:

i. Valid Electrical Contractor License.

ii. Valid registration with PEC in C-3 or above, in relevant code of specialization BC01, CE01, CE10, CE11, EE02, EE04, EE05, EE06, EE07, EE10, EE11, Solar & General Electrical Works, ME01, ME02, ME04 & ME07

iii. Reputable Pre-qualified Contractor, Registered in K- Electric Ltd Self Finance Schemes.

iv. Affidavit of no blacklisting prepared within the current month of submission of bidding document.

v. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.

vi. Registration with income tax department (Valid NTN).

vii. On Active Tax Payer's List at the time of submission of Bid.

B. Detailed Requirements:

The detailed qualification evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder:

Sr. No.	**Category**	**Weightage / Marks**	**Minimum Passing Marks in Each Category (Mandatory)**	**Total Minimum Passing Marks**
1.	Financial Soundness	30	**50%**	**70%**
2.	Experience	45		
3.	Key Personnel	15		
4.	Plant & Equipment	10		
	Total:	**100**		

BM-2
Appendix-M to Bid

a) Financial Soundness

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	5	• 3 Marks are given if the available bank credit line limit is equal to 300 Million. • For limit less than 300 Million, use following weightage 3 x (A/300) • For the limit more than 300 million but less than 500 million use following weightage 3 + (A/500) x 2 A= Available Bank Credit Line Limit • Full Marks are given in case of limit is 500 million or more.
b)	Working Capital in last 3 years	10	• 6 Marks are given if the available average working capital for last three years is equal to 100 Million. • For the capital less than 100 million use following weightage 6 x (A/100) • For the capital more than 100 million but less than 200 million use following weightage 6+ (200/A) x 4 A= Average working capital in last three years. • Full Marks are given in case of limit is 200 million or more.
c)	Annual Turn over	15	• 12 Marks are given if the available average Turn over for last three years is equal to 300 Million. • For the capital less than 300 million use following weightage 12 x (A/300) • For the Turn over more than 300 million but less than 400 million use following weightage 12+ (300/A) x 3 A= Average Annual turnover in last three years. Full Marks are given in case of limit is 400 million or more.
Total Marks Allocated		**30**	

b) General Experience

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Projects of similar nature having more than 70% of technical section amount completed in last ten years, especially housing societies, multi-story buildings and infra structure works related to K- Electric	25	• For Each Projects 5 Points will be given up to Maximum 25 Points.
b)	The List of works having 50% or above technical section amount in hand for housing societies, multi-story buildings and infra structure works related to K- Electric	10	• For Each Projects 5 Points will be given up to Maximum 10 Points.
c)	Establishment of Firm and working with Government & Semi-Government Organization Mentioned Years.	10	• 05 Marks Establishment of Firm for More than 20 Years. • 03 Marks Working with Government Organization for more than 20 Years. • 02 Marks for Working with Federal Government Employees Federation for more than 10 Years.
	Total Marks Allocated	**45**	

Note:

i. The applicants must provide "Letter of Award" of ongoing projects and Taking-Over/Completion Certificate of completed projects. No marks will be given to the projects for which above letter/certificate is not provided.

ii. Applicant shall provide complete information of the projects including scope of Constructor and cost of Works.

2. Personnel Capabilities:

Designation	Maximum Marks	Marks Allocation
Project Manager (B.Sc. Electrical Engineer registered with Pakistan Engineering Council, preference given to M.Sc./M.E. Electrical)	3	• 15 or more years' experience 03 Marks • < 15 > 12 years' experience 02 Marks • < 12 > 8 years' experience 01 Marks • Less than 8 years' Experience 00 Mark
Electrical Planning Engineer (B.Sc. registered with Pakistan Engineering Council) completed at least 02 Projects as Planning Engineer	2	• 10 or more years' experience 02 Marks • < 10 > 08 years' experience 0.1 Marks • < 08 > 05 years' experience 0.5 Marks • Less than 05 years' Experience 00 Mark
Electrical Engineer (B.Sc. Electrical Engineer registered with Pakistan Engineering Council)	2	• 04 or more years' experience 02 Marks • < 03 > 02 years' experience 01 Marks • < 02 > 01 years' experience 01 Marks • Less than 01 years' Experience 00 Mark
Civil Engineer (B.Sc. Civil Engineer registered with Pakistan Engineering Council)	1	• 04 or more years' experience 01 Marks • < 03 > 02 years' experience 0.75 Marks • < 02 > 01 years' experience 0.50 Marks • Less than 01 years' Experience 00 Mark
Material Engineer (M.Sc. Geology/ B.Sc. Electrical / Civil Engineer registered with Pakistan Engineering Council)	3	• 12 or more years' experience 03 Marks • < 12 > 08 years' experience 1.5 Marks • < 08 > 06 years' experience 01 Marks • Less than 06 years' Experience 00 Mark
Quantity Surveyor (D.A.E Electrical)	1	• 08 or more years' experience 01 Marks • < 08 > 06 years' experience 0.75 Marks • < 06 > 04 years' experience 0.50 Marks • Less than 04 years' Experience 00 Mark
Electrical Supervisor Electrical License for Government of Sindh.	1	• 08 or more years with K-Electric Works' experience 01 Marks • < 08 > 06 years' experience 0.75 Marks • < 06 > 04 years' experience 0.50 Marks • Less than 04 years' Experience 00 Mark
Total Marks	15	

Note:

i. The applicant must provide verifiable proof of employment of the staff and attach detailed CVs & valid PEC Registration Certificates / Diploma / Certificates of the Engineer, DAEs staff.

3. Equipment Capabilities

Sr. No.	Description of Equipment	Capacity & Horsepower	Minimum Requirement (Qty. in No.)	Marks
1	MTL	2600cc	2	3.00
2	Loader Truck	3500cc	1	2.0
3	Crane	10 Ton	1	1.00
4	Loader Truck	2600cc	1	1.00
5	Suzuki	1000cc	2	1.00
6	Generator	20 Kva	1	1.00
7	Tools Plant as per requirement of K –Electric Ltd.		1 Job	1.00
			Total:	**10.00**

Note:

i. Proportionate marks will be awarded if number of corresponding equipment is less than minimum required.
ii. The marks mentioned in above table are for owned/leased/rental equipment.
iii. Total equipment available with the bidder is to be listed along with its current mobilization on on-going projects. The Bidder shall provide further details of proposed items of equipment using the relevant Form provided hereunder.
iv. The bidder must submit ownership documents for equipment own by it.
v. For Leased/Rental equipment, the bidder must submit lease/rental agreement(s)/affidavit on stamp paper.

BN-1
Appendix-N to Bid

LIST OF RECOMMENDED MANUFACTURERS
(to be signed by the Bidder)

Equipment and materials specified with brand names have been provided in order to establish a standard of performance and do not necessarily indicate a preference for a particular manufacturer or material.
The names of manufacturers given below are to indicate the level of quality and performance anticipated by the Engineer/ Employer. Other makes may be accepted provided that the quality and performance of such equipment, in the opinion of the Engineer and subject to approval of the employer, are at least equal to or better than the equipment/ product offered by the recommended manufacturer.

The acceptance of equipment/ materials offered by these manufacturers will be subject to compliance of offered models/materials with the specifications, capacity and/or performance requirements.
Onus lies with the Contractor for establishing the genuineness of any material/product for its make and origin.

S.No	Equipment	Manufacturer	Country of Origin
1.	MV Cables	Pakistan Cables	Pakistan
		Newage Cables	Pakistan
		Fast Cables	Pakistan
2.	MV Cables Accessories (Jointing & Termination Kits)	3M	USA
		Raychem	USA
3.	HT – CT / PT	Revalco	Italy
		Schneider Electric	France
		ABB	Italy
		Siemens	Germany
4.	LV Switchgear, PFI Panels	Pak Elektron Limited (PEL)	Pakistan
		Premier Engineering	Pakistan
		Schneider Electric	Pakistan
		ABB	Pakistan
		Siemens	Pakistan
5.	Power Factor Plant, Capacitor, Relay, controller	Nokian	Finland
		Schneider	France
		Circutor	Italy
		Technologic	Italy
6.	LV Circuit Breakers	Schneider Electric	France
		Terasaki	Japan
		Siemens	Germany
		ABB	Italy
7.	C.T, Relays & instruments	Schneider Electric.	France
		Siemens	Germany
		Revalco	Italy
		ABB	Italy
8.	LV Cables and Wires/ Earthing Cable	Pakistan Cables	Pakistan
		Pioneer Cables	Pakistan

S.No	Equipment	Manufacturer	Country of Origin
		Newage Cables	Pakistan
		Fast Cables	Pakistan
9.	Load Break Switches, Isolator, Change Over Switches	Gewiss	Italy
		Clipsal	Australia
		Legrand	Italy
		Kraus & Naimer	New Zealand
10	uPVC Conduits / Pipes and Accessories	Civic	Pakistan
		Dadex	Pakistan
		Jeddah Polymer	Pakistan
		Beta	Pakistan
		Galco	Pakistan
11	Back Box / Pull Boxes / Junction Boxes	Hussain & Co.	Pakistan
		Hensel	Germany
		Jeddah Polymer	Pakistan
		Premier Engineering	Pakistan
12	Switch & Socket Outlets / Floor Boxes	Clipsal (Schneider Electric)	Australia
		MK Electric	UK
		ABB	Italy
13	Cable Glands, Lugs, Terminals and Accessories	Cembre	UK
		Hubbell / Hawke	UK
		Hensel	Germany
14	Cable Tray / Trunking	Premier Engineering	Pakistan
		Ezzi Engineering	Pakistan
		GIS	Pakistan
		M-Tech	Pakistan
15	Contactors	Telemechanique	France
		National	Japan
		ABB	Italy
16	Fans and Accessories	Pak Fan	Pakistan
		GFC Fan	Pakistan
		Millat Fan	Pakistan
		Royal Fan	Pakistan
17	Light Fixture	Philips / Signify	Netherlands
		Osram	Germany
		GE	USA
		Thorn	UK
18	Lightning Protection & Earthing	Erico	UK/USA
		Furse	UK
		Dehn	Germany
		Indelec	France
		Ingesco	Spain
19	Lighting Pole	Jamal Pipes	Pakistan
		Ferhan Mech. Works	Pakistan

S.No	Equipment	Manufacturer	Country of Origin
		Mitas	Turkey
		Al-Babtain	Saudi Arabia
20	Transformer	PEL	Pakistan
		Transfo - Power	Pakistan
		Siemens	German
		Mitsubishi Electric	Japan

Note:
All Material to be used in electrification works shall be from the approved K Electric vendor list.

LIST OF DRAWINGS

(To be signed by the Bidder)

As provided in the Volume-III

FORMS

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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 therefor, 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 fulfilment of the said Contract or in the event of non-withdrawal of the said Bid

within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

_____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

_____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

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

Letter of Acceptance No. Dated

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto The_____(Hereinafter called the

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

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

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

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

We,_____(the Guarantor), waiving all objections and 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. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

_____ _____
Name, Title & Address Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of (month) 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 (Technical and Financial);
   (d) Special Stipulations (Appendix-A to Bid);
   (e) The Particular Conditions of Contract – Part II;
   (f) The General Conditions – Part I;
   (g) The completed Appendices to Bid (B, C, E to L);
   (h) The Drawings;
   (i) The Special Provisions & Technical Specifications.
   (j) The Priced Bill of Quantities (Appendix-D to Bid);
   (k) Any other document forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

_____

(Seal)

Signature of Employer

_____

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

_____

(Name, Title and Address)

Witness:

_____

(Name, Title and Address)

MG-1

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____ Date _____

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

_____
(Particulars of Contract)

with_____(hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan)

(Hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

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

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

GUARANTOR

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

WITNESS

1. _____

_____
Corporate Secretary (Seal)

2. _____ _____

(Name Title & Address) Corporate Guarantor (Seal)

PART 1 - GENERAL CONDITIONS

GENERAL CONDITIONS OF CONTRACT

PART I GENERAL CONDITIONS

The General Conditions shall be the Conditions of Contract for Construction for Building and Engineering Works prepared by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. The used version is the **4th Edition 1987, reprinted in 1992 with further amendments.**

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

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: +41 21 653 5432
Telephone: +41 21 654 4411
Email: fidic.pub@fidic.org
URL: http://www.fidic.org/bookshop

PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

(a) (i) The Employer is:
The "Employer" is The Director General, Federal Government Employees Housing Authority (FGEHA), Islamabad, the legal successors and any assignee of such person.

(a) (iv) The Engineer is
To be notified in letter of acceptance.

Add the following to sub-clause 1.1(a):

(vi) **"Employer's Representative"** means the (**Project Director,** FGEHA, Working Women's Hostel, 2nd Floor Opposite Garden Police, Headquarter Aga Khan III Road, Karachi) or other person from time to time, duly appointed in writing by the Employer.

(vii) **"Engineer-In-charge"** means the same as The Engineer.

"Engineer's Representative" means the Resident Engineer appointed by the Project Consultant and duly approved by the Employer.

(viii) "Bidder or Tenderer" means any person or persons, company, corporation, firm submitting a Bid or Tender, and

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

Amend Part I, Clause 1.1(b)(viii) to read as under:
Throughout Part I, the term "Appendix to Tender" shall be replaced by "Appendices to Tender"

"Appendices to Tender" means Appendix A through L, annexed to the Tender and forming a part thereof.

Add the following to sub-clause 1.1(b):

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

(x) **"Addendum/ Addenda"** means interpretation of and/or changes in the Tender Documents and understood upon issuance by the Employer to become an integral part of the Bid Documents and the Contract Documents, wherever applicable.

(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 therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

The Contract Price shall include all taxes, duties and other charges imposed inside and/or outside the Country on the production, manufacture, sale and transport of the Contractor's

Equipment. Plant, Materials and supplies to be used on or furnished under the Contract, and on the services to be performed under the Contract

Add the following to sub-clause 1.1(g):

"Approved" means approved by the Engineer in writing, including subsequent written confirmation of previous verbal approval and "approval means approval in writing, including as aforesaid.

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 in writing before taking any of the following actions specified in General Conditions of Contract Part I:

(i) approving sub-letting of any part of the Works under Clause 4;

(ii) certifying additional cost under Clause 6

(iii) certifying additional cost under Clause 12

(iv) certifying additional cost under Clause 17

(v) certifying additional cost under Clause 20

(vi) certifying additional cost under Clause 27

(vii) certifying additional cost under Clause 40

(viii) certifying additional cost under Clause 42

(ix) determining an extension of time under Clause 44

(x) issuing a taking over certificate (s) under Clause 48

(xi) issuing a variation order(s) under Clause 51

(xii) certifying additional costs and/or fixing rates or prices under Clause 52;

(xiii) notifying acceptance of principles of claims and/or certifying additional cost under Clause-53

(xiv) issuing instructions under Clause 58

(xv) issuing a Defects Liability Certificate under Clause 62

(xvi) certifying additional payment under Clause 65

(xvii) certifying additional cost under Clause 70

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

The following Sub-Clauses 4.3 and 4.4 are added:

4.1 Subcontracting

Delete the Sub-Clause 4.1 (c).

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The completed Forms of Bid;
(4) The Addenda/Addendum (if any)
(4) Special Stipulations (Appendix-A to Bid);
(5) The Particular Conditions of Contract – Part II;
(6) The General Conditions – Part I;
(7) The completed Appendices to Bid (B, C, E to L);
(8) The Drawings;
(9) Special Provisions and Technical Specifications;
(10) The Priced Bill of Quantities (Appendix D to Bid); and
(11) Any other document forming part of the Contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be

interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

6.4 Delays and Cost of Delay of Drawings

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 "Contract Price" appearing in the end of text under (b)

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

6.6 Details to be Confidential

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

6.7 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. The Engineer shall review/approve or otherwise the shop drawings within 3 days of receipt of the same from the Contractor.

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.

6.8 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.

Add following at the end of Sub-Clause 8.1**:**

8.1 Contractor's General Obligations

The Contractor shall prepare and submit one complete set of "As-Built" Documents on one master CD and two complete sets of print copies of "As-Built" Documents together with the back-up of the quantity calculation to the Engineer within 28 days after the date of taking over by Employer. These "As-Built" Documents shall indicate all approved changes made during construction, superimposed on the original plans / "As-Staked Documents".

The final measured quantities for all pay items shall be included on all "As-Built" Documents. These "As-Built" Documents shall be prepared continuously as execution of the Works progresses and shall be submitted to the Engineer for review as sections or parts of the Project are completed. No Taking-Over Certificate for a Sector or the whole of Works shall be issued to the Contractor by the Engineer without the approved "As-Built" Documents. The preparation

of the "As-Built" Documents shall be at the expense of the Contractor, payment for which is subsidiary to the pay items of the Contract.

The review and approval by the Engineer or by the Employer of the "As-Built" Documents does not relieved the Contractor of any responsibility for and/or liabilities arising out of inaccurate, false or otherwise incorrect "As-Built" Documents prepared and submitted by the Contractor. The approved "As-Built Documents" shall be reproduced by the Contractor in four (4) hard copies and one (1) soft copies and return the same to the Employer.

Shop Drawings. The Contractor shall furnish to the Engineer all Contractor's, and Subcontractor's Shop Drawings. Shop Drawings shall be deemed to include design drawings, fabrication drawings, catalogue cuts, brochures, illustrations, material lists, design calculations, reference standards and performance data which may be required by the specification necessary for the proper execution of the Work, or as otherwise required by the Engineer for assurance that there is intent to meet the requirements of the specifications. All Shop Drawings shall be in English.

The Contractor shall submit all Shop Drawings to the Engineer in the manner hereinafter described, in sufficient time to prevent delays in the delivery of materials or in the progress or completion of the work. Regardless of the source of Shop Drawings, all submissions shall be deemed to be submissions by the Contractor under the Contract.

All Subcontractors' Shop Drawings shall first be sent directly to the Contractor. The Contractor shall thoroughly check all such Shop Drawings for measurements, sizes of members, materials and all other details, to assure him that the Shop Drawings conform to the intent of the Drawings and Specifications.

The Contractor shall return to the Subcontractors for correction, such Shop Drawings that are found inaccurate or otherwise in error. After the Contractor has checked and approved such Shop Drawings, he shall place thereon the date of such approval and the legible signature of the checker and shall then submit them to the Engineer for review. The Engineer may refuse to check or review any Shop Drawings that are not submitted in compliance with the foregoing requirements.

The Contractor shall submit five (5) copies of Shop Drawings plus the number that the Contractor wishes to return for his own and his Subcontractor's use.

For all Equipment, Shop Drawings shall be completed in all respects and shall show clear compliance with the Specifications. Where applicable, performance figures of equipment, finishes and reference to other relevant drawings must be noted on the Shop Drawings. Details of ancillary items being supplied with the particular equipment must be submitted. Piecemeal submissions will not be considered.

Descriptive brochures that are applicable shall be included for information. Any notation on the Shop Drawings which is on the prints and not on the original from which the prints were made shall be in GREEN INK.

The Engineer will review submitted Shop Drawings within a reasonable time and will return them stamped with "NO COMMENT", "SEE COMMENTS" or "RESUBMIT".

The Engineer may, at his discretion, require an immediate re-submission of Shop Drawings noted "SEE COMMENTS" so that he can make a further review or amendments. Drawings requiring re-submission shall be either amended and re-submitted or shall be superseded by another Shop Drawings. Comments on Shop Drawings are not ordering for Extra Work.

Shop Drawings re-submitted for further review will be reviewed for response to previous notations only and the Contractor, by such re-submission shall be held to have represented that



such Shop Drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer specific attention to the same.

Should the Contractor question, or dissent, from such notations or comments, he shall direct the Engineer's attention to the same for further clarification before re-submitting.

By reviewing Shop Drawings, the Engineer does not assume responsibility for errors or omissions and non-compliance with the Contract requirements. Such errors and omissions must be made good by the Contractor, irrespective, of the receipt, checking, or review of the Shop Drawings by the Engineer and even though the Work is done in accordance with such Shop Drawings.

Quality of Plans ("As-Built", "As Staked" and other Drawings for Variation). All sheets of the "As-Built", "As-Staked" and other drawings for Variations should be of uniform size and one (1) standard size (A1) using Mylar or other quality tracing paper. The sheets must be neat and clean and without any crossed-out or voided portion. The title block should be made an integral part of the sheet plans and not merely patched-up.

Supplementary Drawings and Instructions. The Engineer shall have the authority to issue to the Contractor from time to time such supplementary drawings and instructions to the proper and adequate execution of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.

The Contractor shall designate an additional set of drawings as "Record Drawings" and keep them to the site.

The Contractor shall clearly and neatly mark the Record Drawing in ink to indicate all authorized changes in the work, and also as actually constructed. These additional plans will not change the work of the Contract but will elucidate or explain it
Add the following sub-clauses 8.3 and 8.4

8.3 Temporary Works

Sufficient details, drawing and calculations pertaining to Temporary Works (including formwork design, scaffolding design etc) to demonstrate the adequacy of the Temporary Works shall be submitted by the Contractor not less than 14 days before the work or the erection of any such Temporary Works commences on the Site.

8.4 Specialists Suppliers and Sub-Contractors

Where the Works required the incorporation of proprietary articles manufactured by specialist suppliers, or portions of the work involving design or specification matters to be carried out by specialist sub-Contractors, the Contractor shall be fully responsible for the outcome in the use of such proprietary articles and for such design and specification executed by specialist sub-Contractors.

9.1 Contract Agreement

Substitute the word 'Employer' in the second line of this para with 'Contractor'.

And add the following at the end of Clause 9.1:

The Contractor shall provide six copies of signed Contract Agreement to the Employer in proper book form for record. The cost will be borne by the Contractor.

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 in the form of a "unconditional, irrevocable and acceptable bank guarantee from any Scheduled Bank in Pakistan or bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan" in the amount of 10% (Ten percent) of the Contract Price stated in the Letter of Acceptance.

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

10.2 Period of Validity of Performance Security

In the fifth line of this Sub-Clause, replace "14" with "28".

Add the following at the end of sub-clause

The performance security shall be valid until a date 28 days from the date of issue of the Defects Liability Certificate.

10.3 Claims under Performance Security

Delete sub-clause 10.3 in its entirety.

The following Sub-Clause10.4 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

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

12.2 Delays and Cost of Delay of Drawings

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 "Contract Price" appearing in the end of paragraph 1 of text under (b)

14.1 Programme to be Submitted

The programme shall be submitted within **28** days from the date of receipt of Letter of Acceptance. The Contractor shall incorporate and mention activities with allotted time and resources for activities. Also, the Programme of work should also clearly identify the activities with time and resources for parts of work as stated in Appendix A (Sub-Clause 43.1).

The Contractor shall pay a penalty of Rs. 50,000/- (Rupees Fifty Thousand only) for each day of delay in the submission of said Programme of works. The Employer shall recover such

amount from any payment due to the Contractor under the Contract, on the Engineer's recommendations.

Add the following:

(a) The Contractor shall submit the Programme of Works on Primavera for the agreement of the Engineer and approval of the Employer. All items of works and activities including mobilization should be included in the Programme of Works. The programme shall identify and highlight those activities, which are on the Critical Path. This programme of works as scheduled shall form basis of Liquidated Damages pursuant to clauses 47.1 and 47.3 of

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

(b) In order to assist the Engineer, the Contractor shall be required to submit at 2 weeks intervals data to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a particular format suitable for computer processing.

(c) The programme should identify all items of work including temporary work. Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of the work along with the proposals on how the Contractor intends to alleviate the situation.

(d) The programme should be resource based and must provide the critical resource. The programme must be drawn up on CPM.

General Requirements:

a. Programme should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this Clause.

b. The Engineer at any time during the execution of the Works; direct the Contractor to change/modify the Programme / Schedule based on the Priority of Works.

c. No payment shall be released to the Contractor prior to approval of the Base Line Programme by the Engineer.

d. Submittal of Programme consists of:

1. Construction Schedule (CPM);
2. Progress Curve/Project Cash Flow;
3. Critical Resources Usage Chart;
4. Detailed Method Statement;
5. Material Procurement Plan;
6. Schedule of Submittals and Shop-Drawings;
7. Any other details as required by the Engineer;



Construction Schedule: F

a. Construction Schedule shall be developed on the basis of Work Breakdown Structure provided or approved by the Engineer.

b. Construction Schedule shall be detailed up to level 4 or as required by the Engineer.

c. Durations of construction activity should be calculated practically in relation to quantity of work done and allocated resources. Any activity that demands duration greater than seven (07) calendar days should be split into number of activities to monitor the same accordingly.

d. Construction activities of the schedule should be logically linked with preceding and succeeding activities and showed in submitted construction schedule.

e. Critical Activities and Critical Path of the project should be highlighted with red color in bar chart and precedence diagram. Total Float for non-critical activities should also be shown in the schedule.

f. Appropriate quantity of direct resources (material, labor, equipment and non-consumable material) should be allocated to all activities and showed in submitted construction schedule. Labor resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being over allocated. Indirect resources should be allocated to supervision / summary activity.

g. BOQ amount should be loaded to each construction activity. Accrual basis should be indicated to construction activity.

h. Construction Schedule should show Activity ID, Activity Description, BOQ Quantity, Duration, Start Date, Finish Date, Total Float, Predecessors, Resource names with quantity, BOQ Amount and timescale where the bars show start and finish dates.

Progress Curve / Projected Cash Flow:

a. Progress Curve / Projected Cash Flow should be developed and presented on Project Management Software – Primavera Project Planner as stated above.
b. S-Curve should be plotted between time (in weeks) and progress of work done (in % of work). The progress should be shown in cumulative percent of work done. Percent of work done should be calculated with the BOQ amount and payment terms.

Critical Resources Usage Chart:

a. Critical Usage Chart should be developed.
b. List of Critical Resources included Laborers, equipment, consumable/non-consumable materials and/or identified by the Engineer.
c. Resource usage chart should show Resource Name and weekly utilization (numbers) of resources on each activity.

Detailed Method Statement:

a. Detailed method statement should be presented in descriptive format explaining the method of carrying out works, logistics, site layout, flow of work, quality and safety measures for each activity and any other details as required by the Engineer.

Material Procurement Plan:

Material Procurement Plan for major items of purchase should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. The Plan must as a minimum show the list of local & imported materials to be used, their specification reference, and planned dates for submittal to Consultant, approval process, placing of order, vendor contact, required delivery on site, status of Line of Credit (LOC) if applicable, and usage of material.

Schedule of Shop Drawings and Submittals:

(a) Schedule of Shop Drawings and other Submittals should be presented in a Tabular Format to be submitted to the Engineer for pre-approval. Plan must as a minimum show the list of shop drawings required and their specification reference, planned dates for submittal to consultant, approval process, and usage of shop drawing.

(b) Cash Flow Estimates:

(c) The Contractor shall, within **28** days from the receipt of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

(d) Add following at end of Sub-clause 14.2

14.2 Revised Programme

The revised programme shall be submitted within fourteen (14) days of the request received from the Engineer. The Contractor shall pay a penalty of Rs. 50,000/- (Rupees Fifty Thousand only) for each day of delay in the submission of said revised programme. The Employer shall recover such amount from any payment due to the Contractor under the Contract, on the Engineer's recommendations.

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within **28** days from the date of receipt of Letter of Acceptance.

The following Sub-Clause 14.5 is added:

14.5 Monthly Progress Report

(a) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:

(i) A Construction Schedule indicating the monthly progress in percentage;

(ii) Description of all work carried out since the last report;

(iii) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;

(iv) Monthly summary of daily job record;

(v) Photographs to illustrate progress; and

(vi) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(b) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be submitted to the Engineer at the end of each day. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2, 15.3 and 15.4 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

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

15.4 Provision of In-House Design Review / Check Capabilities of the Contractor

The Contractor is required to associate qualified and experienced technical experts to ensure in-house design review capability to deal with technical problems during construction and shall give prompt notice to the Engineer of any error, omission, fault or other defects in design or specifications of the work. The final responsibility of practicality and technical adequacy of construction rests with the Contractor.

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 staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ local staff and labor and associated sub-Contractors with appropriate qualifications and experience from Pakistan

Add following sub-clauses (d), (e), (f) and (g)

19.1 Safety, Security and Protection of Environment

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

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

(f) Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and rightly conditions. No borrow area shall be located within 500m from the right of way, except where approved by the Engineer.

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

Delete the text and substitute with the following:

20.4 Employer's Risks

The Employer's risks are:

(a) insofar as they directly affect the execution of the Works in Pakistan:



(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
(iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen, or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(iii) prevent loss or damage to physical property from occurring by taking appropriate measures, or

(iv) insure against.

21.1 Insurance of Work and Contractor's Equipment

In para (a) of this clause, in the first line, after the word "plant", Add the following words: 'whether provided by the Contractor or the Employer".

Add the following words at the end of Sub-para (a) and immediately before the last word of sub-para (b) of sub-clause 21.1

"it being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred."

The insurance for works and contractor's equipment shall be denominated in the currency or currencies and in the proportions in which the contract is administered

21.2 Scope of Cover

Amend sub-para. (a) of Sub-Clause 21.2 by deleting the words "from the start of work at the Site" and by substituting therefore the words "from the first working day after the Commencement Date."

Add following sub-clause (c)

It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

Amend sub-clause 21.4

21.4 Exclusions

The text is deleted and substituted with the following:

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

25.1 Evidence and Terms of Insurances

Amend Sub-Clause 25.1 by inserting the words "as soon as practicable after the respective insurances have been taken out but in any case" before the words "prior to the start of work at the Site."

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including but not limited to the insurances referred to in clauses 21, 23 and 24) with Insurance Company having at least AA rating from PACRA/JCR in favor of the Employer valid for a period 28 days after the expiry of Defects Liability Period.

Costs of such insurances shall be borne by the Contractor.

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 word "Contract Price" appearing in the end of first line of text under (b)

Delete the whole text of this sub-clause and substitute as follows:

30.3 Transport of Material or Plant

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

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

The Contractor shall notify the Engineer and Employer about the negotiations, in-respect of settlement of claim. In case of failure in payment of claimed amount by the Contractor, the

Employer shall recover the amount of claim from the Contractor by making deduction from any monies due or to become due to the Contractor and shall notify the Contractor accordingly.

Add following sub clause 30.5

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 highway and bridges.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.19 are added:

34.2 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of' wages and observe conditions of labor not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labor so established, the Contractor shall pay rates of wages and observe conditions of labor which 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 Persons in the Service of Others

The Contractor shall not recruit his staff and labor 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 Labor

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 labor, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid except to those who are employed or hired for security of the work, Plant & Equipment, Material, Camp Sites, Offices, Housing including Employer's/Engineer's facilities, etc.

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Repatriation of Labor

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

34.13 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labor employed on the Site from insect nuisance, rats, and other pests and reduce the danger to health and the general nuisance caused by the same. The Contractor shall provide his staff and labor with suitable prophylactics for the prevention of malaria and shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labor of the dangers of bilharzias and wild animals

34.14 Burial of the Dead

The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may

die in Pakistan. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the Works.

34.15 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all his staff and labor for the purposes of or in connection with the Contract

34.16 Accident Prevention Officer

The Contractor shall have on his staff at the site an officer dealing only with questions regarding the safety and protection against accidents of all staff and labor. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents. Adequate number of Site Safety Inspectors shall be deployed by Contractor to assist Accident Prevention Officer and ensure safety of workers in the hazardous work areas.

34.17 First Aid Facilities

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

34.18 Dangerous Materials

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

34.19 Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

Add the following at the end of sub clause:

36.1 Quality of Materials, Plant, Supplies and Workmanship

The place of such tests shall be situated in Pakistan and notified to the contractor whenever the need arises

36.2 Cost of Samples

Correct the clause No. from 36.1 to 36.2 Cost of Samples

36.5 Engineer's Determination where Test 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 word "Contract Price" appearing in the end of first line of 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 materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

40.2 Engineer's Determination following Suspension

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 "Contract Price" appearing in the end of first line of text under (b)

The text is deleted and substituted with the following:

41.1 Commencement of Works

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

42.2 Failure to give Possession

Possession of site within the period named in Appendix-A

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 "Contract Price" appearing in the end of first line of text under (b)

Add the following paragraph at the end of Sub-Clause 45.1**:**

45.1 Restriction on Working Hours

The Contractor shall pay overtime payment to the Engineer's Support Staff/Personnel who were required by the Contractor to perform their respective work assignment beyond the normal working hours stated in Part A – Particular Conditions (Appendix A). The payment to the Engineer's Staff shall be made in the presence of the Employer's Representative.

47.1 Liquidated Damages

The rate of liquidated damages shall be 0.1% per day of the contract price stated in Letter of Acceptance for every day of delay in which whole or part of the work(s) remained unfurnished subject to a maximum of 10% of the contract price stated in Letter of Acceptance.

Add the following at the end of the sub-clause.

"In addition to the Liquidated Damages, the Contractor shall bear all the cost/expenses related to the supervision of the works by the Project Consultants covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer's Facilities up to the issuance of the Taking Over Certificate by the Employer. All the above cost/expanses will not be reimbursed/paid to the Contractor beyond the approved completion period of the works"

The following Sub-Clause 47.3 is added:

47.3 Interim Liquidated Damages

Contractor's works programme submitted under clause 14.1 of General Conditions of Contract and Conditions of Particular Applications shall be considered part of the contract agreement. If the contractor's progress is not as per approved programme of works, the contractor shall be liable for interim liquidated damages at the rate of 0.05% of the contract price stated in Letter of acceptance for each day of delay, which shall be refunded if the progress again matches the approved programme of works during the currency of works.

The amount of interim liquidated damages deducted by the Employer from the payment of the contractor and refunded shall be taken into consideration while determining the liquidated damages for the whole of the Works under clauses 47.1 and 47.2.

If the progress of works is observed to be behind approved programme of works against three consecutive months, then the Employer may invoke clause 63.1 (Default of Contractor).

Delete Clauses 48.1 and replace with following:

48.1 Taking over Certificate

When the whole of the Works has been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor shall give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works.

Within 14 days of the date of receipt of contractor's notice for issuance of Taking Over Certificate the Employer shall on the written request by the Engineer constitute a committee comprising of Engineer/Engineer's Representative, Employer's and Contractor's Representatives. The Committee shall conduct a detailed inspection of the works completed by the contractor to ascertain the completion or the extent of completion to decide about the issuance of Taking Over Certificate.

The Engineer in pursuance to the recommendations of the committee shall within 28 days of the date of receipt of the report from the committee, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate.

The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein.

Add following paragraph before the first para

49.2 Completion of Outstanding Works and Remedying Defects

At the completion of the Defects Liability Period the Employer shall constitute a committee comprising of Engineer/Engineer's Representative, Employer's and Contractor's Representatives. The Committee shall conduct a detailed inspection of the works to ascertain the issuance of Defects Liability Certificate or otherwise

Add following sub clause 49.5

49.5 Extension of Defects Liability Period

The defects liability period for the works shall be extended by a period equal to the period during which the Works cannot be used by reason of defect or damage. If only part of the works is affected, the Defect Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond 2 years.

Add the following para at the end of this sub-clause in part I:

51.1 Variations

The approval/finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down progress of the works in awaiting the approval of rates of all variations.

51.2 Instructions for Variations

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

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

"within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later."

53.3 Substantiation of Claims

Add "and approved by 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.

Delete Clauses 53.4 and replace with following:

53.4 Failure to Comply

Notwithstanding anything contained in the document,, the Contractor shall not be entitled for any extension of Time for Completion and/or additional payment in respect of any claim(s) if the Contractor fails to comply with the requirements or any of the requirement of Sub-Clauses 53.1, 53.2 and 53.3 within the time period stipulated there in the clauses above mentioned and or fails in keeping and producing necessary records whenever demanded by the Engineer.

Add following paragraph at the end of sub clause

54.1 Contractor's Equipment, Temporary Works, and materials; Exclusive use for the Works

The Contractor shall forward to the Engineer at the end of each month returns showing the Construction Plant, Material, etc., on site in a form prescribed by the Engineer. In addition, the Contractor should submit details of resources (labor, plant & equipment) at the end of each day to the Engineer.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

Add following sub clause

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.

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 Work.

Delete sub clause 57.1 and replace with following

57.1 Method of Measurement

The measurement of the Works shall be performed on the basis of the Specifications. All work completed under the Contract shall be measured according to the metric system for all items, unless otherwise provided herein or in the Special Provisions. All longitudinal measurements for area or volume will be made horizontally along the road centerline, and no deduction will

be made for individual fixtures in the pavement having an area of 1 sq. meter or less. All transverse measurements for area or volume of pavement courses will be made horizontally in accordance with the dimensions indicated on the plans, or the dimensions ordered by the Engineer. In computing volume of excavation, embankment and borrow material, the average end area method will be used. Where no items are provided in the Bill of Quantities for work required under the Contract, costs shall be deemed to be distributed among the quoted rates and prices entered for other items of work in the Bill of Quantities. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

Add following sub clause 57.3

57.3 Copies of Payment Certificate

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

60 Certificates and Payment

Delete sub clause 60.1 and replace with following:

60.1 Monthly Statements

The Contractor shall submit six copies of the statement 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 Permanent Works executed up to the end of the month in question, determined in accordance with Sub-Clause 56.1, at the unit rates and prices included in the Contract;

(b) the actual value certified for payment for the Permanent Works executed up to the end of the previous month, at the unit rates and prices included in the Contract;

(c) the estimated Contract value at the unit rates and prices included in the Contract of the Permanent Works for the month in question, obtained by deducting (b) from (a);

(d) the equivalent of the amount set forth in (c), expressed in the various currencies (if applicable) in which the Contract Price is payable, and calculated by applying the proportions and the exchange rates set forth in the Appendix to Bid to the amount set forth in (c);

(e) the value of any variations executed up to the end of the month in question, less the amount certified in the previous Interim Payment Certificate, expressed in the relevant amounts of foreign (if applicable) and local currencies, pursuant to Clause 52;

(f) amounts approved in respect of Daywork executed up to the end of the month in question, less the amount for Daywork certified in the previous Interim Payment Certificate, as determined from the Daywork Schedule of the Bill of Quantities;

(g) amounts in local currency reflecting changes in cost and legislation, pursuant to Clause 70;

(h) 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;

(i) any amount to be added or deducted as Secured Advance against material at site under the provisions of Sub-Clause 60.11 (if applicable);

(j) any amounts to be deducted as recovery of the Advance under the provisions of Sub-Clause 60.13;

(j) adjustment of any other sum, expressed in the applicable currency or currencies, to which the Contractor may be entitled under the Contract or to be recovered from the Contractor; and

(k) any amounts to be deducted as Withholding Tax under the provisions of Income Tax Laws and Central Board of Revenue regulations.

Delete sub-clause 60.2 and replace with following:

60.2 Monthly Payments

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 Clauses 14.1, 14.2 and 47, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 14 days of receipt of the monthly statement referred to in Sub-clause 60.1, the Engineer shall determine the amounts due to the Contractor and shall issue to the Employer and the Contractor a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor.

The Engineer shall not be bound to certify any payment under this Sub-clause if the net amount thereof, after all retention and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix A to Tender. However, in such case, the unpaid certified amount will be added to the next interim payment, and the cumulative unpaid certified amount will be compared to the minimum amount of interim payment

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 approved by the Employer".

Add following paragraph at the start

60.3 Retention Money

10% Retention Money shall be retained from each interim certificate of the Contractor except interim certificate of Mobilization Advance up to maximum 5%.

The Retention Money 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.

Add following paragraph at the end

60.6 Final Statement

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute. The dispute shall then be settled in accordance with Clause 67. The Final Statement shall be agreed upon settlement of the dispute.

60.8 Final Payment Certificate

Replace word "Clause 47" with Clauses 14.1, 14.2 and 47 in para (b), line 3

Add the following para at the end of this sub-clause

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

(a) Approved final As-built drawings.

(b) An affidavit by the Contractor that the Works have been executed according to approved specifications, drawings, designs and standard and have not concealed defects known to him.

Delete the text and substitute:

60.10 Time for Payment

The amount due to the Contractor under any interim 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 28 days after such interim certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Employer.

Add following sub clauses

60.11 Place of Payment

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable into a bank account or accounts nominated by the Contractor

a) The Employer may withhold the whole or a part of any payment certificate issued by the Engineer if it is necessary in the opinion of the Employer to protect himself against losses on account of the following reasons.

   i. Defective work not rectified.

   ii. Non-fulfilment of any demand regarding guaranties.

   iii. Claims of third parties raised against the Employer caused through fault of the contractor in connection with the works.

iv. Damages caused by the contractor or his personnel or any sub-contractor, to the Employer, or to a third party on the site.

v. Non-fulfilment of the contract by the contractor.

b) After the reasons for withholding of payments have been eliminated, to the satisfaction of the Employer and the Engineer, payments to the contractor will be undertaken by the Employer without delay.

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting the following method.

Mobilization Advance Payment

(a) Mobilization Advance equal to ten percent (10%) of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.

1. First part within 14 days after signing of the Contract Agreement or the date of receipt of Engineer's Notice to Commence, whichever is earlier; and

2. Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.

(b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

Add following as paragraph (b) (iii);

63.1 Default of Contractor

(b)(iii) If the progress of works with respect to the Programme of Works is observed to be behind the approved program of works against three consecutive months.

Delete the last paragraph of this sub-clause and substitute with:

"then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions 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 and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract."

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

63.2 Valuation at Date of Termination

Modify the heading of Sub-Clause 63.2 by substituting "Valuation at Date of Expulsion" for "Valuation at Date of Termination." In Sub-Clause 63.2, delete the word "termination" on the second and fifth lines and substitute "expulsion".

63.3 Payment after Termination

Modify the heading of Sub-Clause 63.3 by substituting "Payment after Expulsion" for "Payment after Termination." In Sub-Clause 63.3, delete the words "terminates the Contractor's employment" on the first line, and substitute "shall enter and expel the Contractor.

63.4 Assignment of Benefit of Agreement

In Sub-Clause 63.4, delete the word "termination" on the second line, and replace with "expulsion".

Add following sub clause

63.5 Corrupt and fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, then the Employer may, after having given 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 under sub-clause 63.1.

For the purpose of this sub-clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to 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 submission) 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 risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

67.3 Arbitration

In the sixth to eight lines, delete the words "shall be finally settled" …..…to…… "appointed under such Rules" and substitute the following:

shall be finally settled under the Rules and provisions of Arbitration Act 1940 of Islamic Republic of Pakistan enforced for the time being and as amended from time to time by one or

more Arbitrators appointed in accordance with said Rules. The place of Arbitration shall be Karachi, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

1. The Employer

Project Director,
Federal Government Employees Housing Authority,
2nd Floor Working Women's Hostel,
Opposite Garden Police Headquarter
Aga Khan III Road, Karachi

(c) The Engineer

To be notified

69.1 Refer Clause 60.10 above

69.3 Payment on Termination

Delete sentence from "but in addition to the payments…… of such termination"

69.4 Contractor's Entitlement to Suspend Work

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 "Contract Price" appearing in the first line of text under (b) Add the following sub-clause

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

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

(a) Other Changes in Cost

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

(b) Adjustment Formula

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

$$Pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + \ldots\ldots\ldots\ldots\ldots$$

Where:

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

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

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

Ln, Mn, En, 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

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

(c) Sources of Indices and Weightages

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

(d) Base, Current, and Provisional Indices

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

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, no adjustment of prices thereafter.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or

inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

70.2 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur in Pakistan changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation, or by-law that causes additional or reduced cost to the Contractor, other than under sub-clause 70.1 of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be certified by the Engineer and be paid by or credited to the Employer and the Contract Price adjusted accordingly.

Addition/reduction in the cost of Works due to change in the cost of the specified construction inputs in Appendix-C mentioned in paragraphs (i), (ii), (iii) and (iv) of sub clause 70.1 on account of the legislative action described hereinabove, shall not be adjusted under this sub clause as adjusted due to increase or decrease in the price of these inputs is covered by sub clause 70.1 (i), (ii), (iii) and (iv).

Any increase or decrease in the cost of the Works due to increase or decrease in the haulage, cartage of any goods/materials on account of any changes in legislation shall also not be adjusted.

Notwithstanding anything contained herein above, any increase in the rate of Income Tax or Withholding Tax levied upon the Contractor on the incomes or profits arising out of this Contract under the Income Tax Laws of Pakistan applicable in the years of currency shall not be adjusted under this or any other provision of Contract and shall be the sole responsibility of the Contractor

Currency and Rates of Exchange

The Sub-clauses 71.1, 72.1, 72.2 and 72.3 are deleted being not applicable for this Contract as the Currency of the Contract is Pak. Rs.

The following Sub-Clauses 73.1, 73.2, 73.3, 74.1, 75.1, 76.1, 77.1, 78.1, 79.1, 80.1, 81.1, 82.1, 83.1, 84.1, 85.1, 86.1, 87.1, 88.1, 89.1 and 90.1 are added:

73.1 Payment of Income Tax

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

73.2 Cost Inclusive of Duties and Taxes

Local Taxation

The prices bid by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of bids in the Employer's country on the Contractor's Equipment, Plant, materials, and supplies (permanent, temporary,

and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.

Foreign Taxation

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

73.3 Income Tax Provision in Sub-Contracts

Provisions to the like effect as those contained in this clause shall be incorporated by the Contractor in all sub-contracts agreement(s).

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

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

(b) terminate the Contract; and

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

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

75.1 Termination of Contract for Employer's Convenience

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

(a) shall proceed as provided in Sub-Clause 65.7 hereof; and

(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

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

78.1 Details to be Confidential

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

79.1 Quality and Safety

The Contractor shall submit a quality and safety plan to the Engineer for approval, within 14 days after commencement of work.

80.1 Coordination of Work at Site:

The Contractor shall take cognizance that during the execution of the project, other

Contractors will be working concurrently on this site or adjacent to the site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractors or their workmen or any other employees, who execute or supervise any work on the Site.

The Contractor shall ensure that the necessary safety precautions will be observed and interferences shall be avoided especially for the works executed side-by-side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other Contractors for the execution of their works. With a view to coordinate the works, the Engineer's Representative may from time to time direct the order of the work to be carried out.

Allowances for coordination of work at site shall be made by the Contractor in his prices & programming.

Add the following sub clause:

81.1 Government and other Regulations in Pakistan

The operation, proceedings and other activities in Pakistan of the Contractor and his sub-Contractors in connection with the works shall be conducted in strict accordance with the requirements and provisions of all laws, decrees, orders, rules and regulations of the Government and other Authorities from time to time in force, which are applicable to the Works.

The Contractor and his Sub-Contractors shall be at all times during the execution and maintenance of the works comply with all municipal and local bye-laws, regulations, rules and orders from time to time in force which are applicable to the works.

Add the following sub clause:

82.1 State of Emergency

In addition to his other responsibilities under the Contract the Contractor shall comply with any police or Military regulations, orders or instructions in force in the area of the Works due to a State of Emergency.

83.1 Contractor to keep Engineer fully informed

The Contractor shall keep the Engineer fully informed, as to all matters connected with the Works and the progress thereof, including any modification in the procedure for carrying out the Works, dispatch and delivery to the Site of materials and plant, moving of items of plant and such like matters.

84.1 Personal Liabilities

Neither any member of the Employer's staff, nor the Engineer nor any member of his staff, nor the Engineer's Representative shall be in any way personally liable for the act or obligations under the Contract, or answerable for any default or omission on the part of the Contractor in the observance of the provisions of the contract or performance of any of the act matters or things which are herein contained.

85.1 Freight Charges, etc.

The Contractor shall pay all freight charges and expenses in connection with the transporting of materials, Plant and other things from the port of importation to the Site and from the Site to the port of exportation.

86.1 Accidents

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Works report such accident to the Engineer and the Employer.

87.1 Acquisition of Land and Relocation of Utilities

The acquisition of land within the Right of Way and the relocation of utilities from the Right of Way shall be the Employer's responsibility and in order to allow commencement and execution of the Work on Site in accordance with a programme approved by the Engineer sufficient "Right of Way (ROW)" shall be handed over to the Contractor clear of all encumbrances.

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this contract. If any harm/ damage is done to the existing utility lines/ services because of the Contractor works, the cost thereof shall be borne by the Contractor. The Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operations or interference.

88.1 Wastage

No payment shall be made under any circumstances for wastage of materials, supplies and/or fixtures supplied by the Contractor. In all cases payment shall be made only on the basis of the net quantities of work done. It is up to the Tenderer/Contractor to calculate and make allowance for any or all such wastage (e.g. cut ends of reinforcement bars, spillage of cement and the like) in establishing the unit rates or prices for the items of works.

89.1 Weather, Flood, Seismic and Traffic Vibrations Conditions

The Contractor shall be deemed to have taken all weather, flood, inundation, seismic, traffic, vibrations conditions, arising from any cause whatsoever, into account when preparing his Tender and he shall not be entitled to extra payment by reason of the occurrence or effect of excessive traffic vibrations, rain fall, floods, temperature or humidity, high winds, earthquakes or an, other heavier flood inundation, seismic or environmental conditions.

Without limiting his liabilities under the Contract, the Contractor shall make suitable arrangements to protect the works, Including temporary Works, and Constructional Plant against the effects of weather flood inundation seismic and traffic vibrations conditions.

No work shall be performed when; in the opinion of the Engineer such work is liable to be injuriously affected by the weather, flood, inundation seismic or traffic vibrations conditions. The Contractor shall not be entitled to extra payment on account of loss alleged to have been sustained directly or indirectly by reason of the Engineers declining to permit such work to start or continue or ordering any work damaged by the weather flood inundation seismic or traffic vibrations conditions to be made good or removed and re-executed.

The Contractor shall be responsible for obtaining and acting upon all relevant weather flood inundation and seismic information during the period of the Contract. The Contractor shall promptly supply copies of all-weather flood inundation and seismic forecasts to the Engineer

90.1 Dealing with Water

The Contractor shall take all necessary measures to prevent water from the Site causing a nuisance on or, in any neighboring land or property either by causing flooding or by depositing sediment on the surface of the ground or in drains or watercourses. Wherever necessary to prevent this, the Contractor shall construct temporary drainage channels, layer sumps and traps (in addition to those shown on the Contract) discharging into existing drain, ditches or watercourses. The Contractor snail removes over all sediment, which may accumulate on any land or in any drains, ditches or watercourses or in any other property as a result of his operations.

All works including those below sub-soil standing water level shall be carried out in the dry unless specified otherwise. The Contractor's arrangements for controlling the inflow of water into the parts of the excavation being worked and during the placing of concrete and other works therein and for the collection and disposal of water shall be to the Engineer's

Approval. Such arrangements may include interalia temporary cofferdams, well-point systems, pumps; drains trenches, flumes and other recognized means. All Costs and charges in dealing with water in any way whatsoever and the effects thereof will be deemed to be included in the Contract Price and in the unit rates or prices of the Contractor for excavations.

Water flowing into excavations shall be carried by trenches, drainage layers or open jointed drains to sumps from which it shall be pumped. Such trenches drains or sands shall generally be clear of the Permanent Works unless approved otherwise by the Engineer. If, with the said

Approval of the Engineer trenches drains or sumps are excavated under or immediately adjacent the Permanent Works, these shall comprise open-jointed pipes with gravel mounds. When no longer required and when approved by the Engineer they shall be filled with a cement /sand grout injected under pressure so as to fill the pipe and all voids completely.

The Contractor shall keep all surfaces upon or against which concrete is to be deposited free from running water and no concrete shall be placed until such surfaces are properly drained. Suitable precautions shall be taken to prevent running water from washing out cement or concrete while it is setting or from injuring the Works in any other way.

Notwithstanding the Approval by the Engineer of the Contractor's methods of dealing with water, the Contractor shall be responsible for and accept all the risks and liabilities of dealing with water from whatever source and of all effects thereof.

SPECIAL PROVISIONS

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SPECIFICATIONS – SPECIAL PROVISIONS

1. GENERAL

1.1 Specifications – Special Provisions shall form an integral part of Bid and the Contract documents.

1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.

2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

Federal Government Employees Housing Authority (FGEHA) intends to carry out Electrical Works of (Sector 4C, 18C, 19C, 24B and 25B) at KDA Scheme-33, Gulzar-e-Hijri, Karachi and ancillary works as per approved design and drawings.

The o v e r a l l scope of works mainly comprises construction of roads, sewerage, drainage, water supply and external electrification etc. lying within the boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site. This Specific Package covers the additional Electrical Works as some work has already executed and in Place.

3 CODES, STANDARDS AND CERTIFICATES

A. Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained below:

ASCE	-	American Society of Civil Engineers
ASA	-	American Standard Association
ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
ICAO	-	International Civil Aviation Organisation
BSICP	-	British Standard Institute Code of Practice
PS	-	Pakistan Standards (Pak)
PCA	-	Portland Cement Association
PSI	-	Pakistan Standard Institute
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the

above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

B. Standards other than those Specified

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

C. Codes and Standards at Site

The Contractor shall supply and have at his site office:-

a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and standards as approved by the Engineer.
b) Catalogues and published recommendations from manufacturers supplying products and materials for the project.
c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

4. MANUFACTURER'S RECOMMENDATIONS

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

5. UNITS OF MEASUREMENTS

The FPS System of Units shall be used throughout the Project.

6. EXISTING CONDITION AT SITE

Drawings and information pertaining to existing project conditions are furnished for reference.

Neither the Employer nor the Engineer warrants the adequacy or correctness of these. The Contractor’s are encouraged to visit the project site to assess the existing site conditions.

7. PROTECTION AND PRECAUTIONS

The Contractor and his sub-contractors shall afford all necessary protection to existing structures and will be required to make good at his own expense any damage done to such structures through his own or his representatives or subcontractors' fault and negligence.

The Contractor and his sub-contractors shall afford all necessary protection to existing roads in the area. He will clear and make good at his own expense any damage to or debris on these roads through his own fault and negligence. He must at all time ensure the free and normal flow of traffic and shall not cause obstruction to the traffic system. The Contractor and his sub-contractors shall provide and maintain necessary protection an precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents.

The Contractor shall promptly correct all such damage to original condition at no additional expense to the Employer.

The Contractor shall cooperate with trades performing work under other Contracts as necessary for completion.

8. SEQUENCE OF CONSTRUCTION

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

9. LINES AND LEVELS

Survey control points will be established by the Engineer. The Contractor shall be responsible for verifying these and shall be responsible for all requirements necessary for the execution of any work to the locations, lines, and levels specified or shown on the drawings, subject to such modifications as the Engineer may require as work progresses.

10. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

11. PARTIAL POSSESSION

Whenever, as determined by the Employer any portion of work performed by the Contractor is in a condition suitable for use, the Employer may take possession of or use such portion.

Such use by the Employer shall in no instance be construed as constituting final acceptance, and shall neither relieve the Contractor of any of his responsibilities under the Contract, nor acts a waiver by the Employer of any of the conditions thereof, provided that the Contractor shall not be liable for the cost of repairs, re-work, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increase the cost or delays to the completion of remaining portions of work, the Contractor will be entitled to an equitable adjustment.

If, as a result of the Contractor's failure to comply with the provision of the Contract, such use proves to be unsatisfactory, the Employer will have the right to continue such use until such portion of the work can, without injury to the Employer, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation

or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

12. EXISTING SERVICES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipework, etc., within or immediately adjoining the site area.

The Contractor shall take full responsibly for safety of existing service lines, utilities and utility structures uncovered or encountered during excavation and construction operations.

The Contractor shall take full responsibility for damaging any such service lines, utility/utility structure and any cost and/or expense that arises or issues from any such damage shall be borne directly by himself. Should any damage to any such service occur the Contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer and notify all relevant authorities.

Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported. The Contractor shall preserve, maintain and keep in perfect working conditions, any existing facilities required to be preserved by the Employer/the Engineer.

13. CONSTRUCTION AREA AND ACCESS

The Employer will provide the Contractor possible space within or nearby the area of site of works for the storage of plant, equipment and materials and for Contractor's temporary office, during the currency of the Contract. In case the adjacent area as required by the Contractor is not available within the Project boundary for storage of plant, equipment and machines then the Contractor shall arrange at his own expense possible space for storage of plant, equipment and machines at his own cost and expense. On no account shall such temporary installations conflict/interfere with any of the permanent installations, services and any operational function of Employer. The handling and storage of all plants, equipment and materials at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer.

The Contractor shall protect all material against corrosion, mechanical damage or deterioration during storage and erection on site. The protection methods shall be to the approval of the Engineer

14. CONSTRUCTION AND CHECKING AT SITE

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the temporary and permanent works involved.

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

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

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

If the Engineer or his Representative find that the work progress is slow in such a way that the works or parts thereof will not be completed in the time specified, then he shall order the Contractor to work overtime or in shifts and the Contractor shall comply. These arrangements will be free of all financial encumbrances and at no additional costs to the Employer.

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

15. STORAGE & HANDLING FACILITIES

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

16. PRODUCT DATA

Manufacture’s standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

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

17. PRODUCT QUALITY AND HANDLING

Suppliers of local and foreign products and installations specified shall have been regularly engaged in the business of manufacturing, fabricating, installing and / or servicing work required for a period not less than 5 years. In addition, the Engineer may request as appropriate a:

- List of similar installations that describes project, scope and date of completion.
- Complete literature, performance data, and technical data.
- List of services record within Pakistan.
- Location of service office from which this installation could be maintained.

For the actual fabrication, installation and testing of the specified work use only thoroughly trained and experienced workmen completely familiar with the items required and with the manufacturers recommended methods of installation. In acceptance or rejection, no allowance will be made for the lack of skill on the part of workmen.

Use all means necessary to protect materials before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacement necessary for approval and at no additional cost to the Employer.

18. INSPECTION & TESTS REPORTS

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

The Contractor shall furnish the Engineer with certified true copies of test reports of all materials used in the manufacture and fabrication of all equipment and material including metal work, steel pipes, fire bricks etc. The result of these test shall be in such form as to show compliance with the applicable Specifications, standards and codes for the material used.

19. FIELD LABORATORY AND TESTING

19.1 General

The Contractor shall provide and maintain a field laboratory equipped with approved equipment to perform all the tests required by the Engineer. The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing and quality control programme to be established by the Contractor and approved by the Engineer. The Engineer may however, require certain tests to be performed in any other laboratory designated by him.

The Contractor shall provide laboratory helpers to the Engineer for testing. The laboratory shall be run by a qualified material Engineer and Laboratory Technician to be employed by the Contractor.

The Field Laboratory, including all equipment and staff shall be placed at the disposal and direction of the Engineer during the Contract.

The Contractor shall keep a complete record of all quality tests performed on site.

All quality control and tests shall be carried out in accordance with applicable standards and codes.

19.2. Field Laboratory Equipment Requirements

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of

Contract. Additional equipment/materials shall be supplied by the Contractor as and when required by the Engineer to perform any specified test, at no additional cost to the Employer.

The laboratory shall also be equipped with new unused furniture, fittings and fixtures. If any equipment, furniture, fitting or fixture becomes unserviceable for any reason what so ever, the Contractor shall promptly replace the same as and when directed by the Engineer.

19.3. Testing Laboratory Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these specifications.

19.4. Method of Payment

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer. Furthermore, the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide the specified equipment and testing facility, cost of testing plus 100 percent overheads shall be recovered from his bills.

20. SURVEYING INSTRUMENTS

20.1 General

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Engineer when requested. All surveying equipment shall be in good working condition.

20.2 Surveying Equipment Required

The Contractor shall provide and maintain the following surveying equipment at site.

a) Total Station with staff 02 No.
b) Automatic Levels with tripods & staff 02 Nos.
c) All other miscellaneous tools, equipment and materials required in surveying.

21. APPROVAL OF MATERIALS AND PLANT

21.1 Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

21.2 Submission of Samples and Data

21.2.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.

21.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.

21.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.

21.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.

21.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in color, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.

21.2.6 In order to permit coordinated selection of colors and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.

21.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

21.2.8 The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.

The Mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.

21.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

21.3 Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Employer and the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labor and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

21.4 Approved Sample at Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

22. BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

23. DRAWINGS

23.1 Bid Drawings

Bid Drawings issued with the Bid Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 23.2 hereof.

23.2 Construction Drawings, Supplementary Drawings

Upon commencement of the works and furnishing by the Contractor stake out survey plan and natural ground levels, the Engineer shall issue Construction Drawings to the Contractor. The Construction drawings may be issued in stages, where necessary.

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

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

23.3 Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 23.1 and 23.2 above.

23.4 Checking of Drawings

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

23.5 Copies of Drawings

Drawings will be issued to the Contractor as described below:

23.5.1 Construction Drawings

Two (2) sets of the Construction Drawings will be issued to the Contractor as stated above, free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.5.2 Supplementary Drawings

Two (2) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.6 Drawings to Be Furnished By the Contractor

The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

23.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 22 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

23.6.2 Shop Drawings

(a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least seven (7) days before they are required for use. If within a period of seven (7) days after submission, the Engineer notifies the Contractor that a drawing fails to comply with the relevant requirement of the Contract, it shall be rectified and resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.

The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit them for approval.

The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.

(b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.

(c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.

(d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.

(e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.

(f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

23.6.3 As-Built Drawings

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Subcontractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall, within fourteen (14) days of issuance of Taking-over Certificate for whole of the Works, furnish to the Engineer for his approval two (2) copies of such marked up drawings. One (1) copy of each of the marked up drawings approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for the preparation of the As - Built Drawings.

The Contractor shall furnish to the Engineer six (6) complete sets and one reproducible copy of all As -Built Drawings within twenty eight (28) Days of receipt of drawings stated above, from the Engineer.

24. PROTECTION OF THE WORKS

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

25. RESTORATION AND CLEANING

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

26. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

26.1 Contractor's Office, Facilities Etc.

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labor camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc. The Contractor shall be solely responsible for arranging all utilities and the Contractor shall setup, maintain and operate an architectural and engineering facility at site with adequate number of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall arrange his labor camp, work yard, storage area and site office.

26.2 Temporary Roads

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the plot. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by regularly spraying water and compaction as directed.

26.3 Temporary Services

26.3.1 Temporary Water Supply

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. The

Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

At completion of the work, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

26.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. The Contractor shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/sets to the satisfaction of the Employer as well as the Engineer.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security and to the satisfaction of the Engineer.

When the permanent electrical power and lighting systems are in an operating condition, they may be used for temporary power and lighting for construction purposes provided that the Contractor obtains the written approval of the Engineer and the Employer and assumes full responsibility for the entire power and lighting system and pays all costs for operation and maintenance of the system.

At completion of construction work, or at such time as the Contractor makes use of permanent electrical equipment and devices, temporary electricity services shall be removed by the Contractor at his own expense.

26.3.3 Waste Disposal

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

suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

26.3.4 Fire Protection

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

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

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

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

27. CONSTRUCTION SCHEDULE

A Construction schedule shall be maintained in accordance with the provisions of the General Conditions of Contract.

The schedule shall be accompanied with sufficient data and information including all necessary particulars of constructional plant, equipment machinery, temporary Works, arrival of plant, equipment at site and their installation, method of operation, work forces employed, etc., for an activities of the Works.

Should the Engineer consider any alteration or addition in the programme and time schedule, the Contractor shall conform thereto without any cost to the Employer.

Whenever necessary and wherever the progress of the actual work shows departure, the programme and time schedule shall be undated and submitted to the Engineer for his approval.

28. SUBMISSION REQUIREMENTS

28.1 Schedule submission at least sixty days before the dates when reviewed submittals will be needed.

28.2 Submit Shop Drawings as per provision given in Sub-Clause 23.6.2 and number of copies of Product Data which the Contractor requires for distribution plus four copies which will be retained by the Engineer.

28.3 Submit three samples unless otherwise specified.

28.4 Accompany submittals with transmittal letter, in duplicate, containing:

- Data
- Project title and number
- Contractor's name and address
- The number of each Shop Drawing, Product Data and the Sample submitted.
- Notification of deviations from Contract Documents.
- Other pertinent data.

29. RESUBMISSION REQUIREMENTS

Shop Drawings:

- Revise initial drawings as required and resubmit as specified for initial submittal.
- Indicate on drawings any changes which have been made by the Engineer.
- Product Data and Samples: Submit new data and samples as required for initial submittal.

30. WEEKLY PROGRESS REPORT AND PHTOGRAPHS

30.1 During the continuance of the Contract, the Contractor shall submit weekly progress on forms as approved by the Engineer. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Contractor at the start of work and shall be broken down so as to indicate status of all activities associated with mobilization, design, material procurement, manufacture, surveys works, tests with regard to the agreed contract programme.

30.2 The Employer and the Engineer reserve the right to coordinate the schedules of this Contractor and other Contractors working at the Site, and to adjust and/or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the Employer's completion date.

30.3 Commencing after the first week of construction, and continuing every week until completion, the Contractor shall take and submit photographs to the Engineer's Representative, to show progress of his work and completion of each structure or major feature.

31. CONTRACTOR TO NOTIFY DELAYS ETC.

Any delay which will affect the completion of Works shall be detailed by the Contractor who shall state the action he is taking for effective completion of the Contract programme.

The Contractor shall submit a report in respect of the various sections of the Works, the equipment in use or held in readiness, a return of labor and supervisory staff, and details of any matters arising which may generally affect the progress of the work.

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

The progress reports shall be set out in a format to the approval of the Engineer, and forwarded promptly so that on receipt the information contained therein is not more than 21 days out of date.

If during execution of the Contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason relating to the Contract, he will be at liberty to convene a meeting and the Contractor's Representatives are to attend such meeting.

The Contractor's Site Office shall prepare and submit 6 copies of a weekly progress report to the Employer and Engineer's Site Office. This report shall summarize site activities and record and details where difficulties in maintaining the agreed programme are being experienced or are likely to cause subsequent delay.

The Contractor's Site Office shall also prepare and submit to the Engineer's Site Office 2 copies of Daily Activity Report summarizing the main activities to be undertaken each day, noting special activities such a tests, alignment checks, etc. The Contractor shall be responsible for expediting the delivery of all material and equipment to be provided by him and his subcontractors.

32. PHOTOGRAPHS

As soon as work commences on Site, the Contractor shall provide at least 10 to 12 photographs (along with soft copy) of the works from positions to be selected by the Engineer. Each photographic print shall not be less than 297mm x 210mm and shall bear a printed description, a serial number and the date when taken.

The negatives/soft copy of all photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of the Contract.

33. Sign Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer two (2) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

34. Site Office for Employer/Engineer/Engineer's Staff

The Contractor shall construct a Site Office as per design and / directions of the Employer on a land to be specified by the Employer. The said office shall be fully furnished / equipped with fittings and fixtures like fans, AC units, furniture, utilities (including Solar Plant) etc. The Contractor shall also be responsible for the maintenance of the said office till end of the Defect Liability Period.

The Contractor shall provide a direct telephone with internet connection for the Employer & The Engineer at site up-to an average billing of Rs. 4,000/- per month, one (01) computer (Core I-7, minimum with 500 GB Hard disk, 8 Gb Ram, a DVD writer, 17" Flat Color monitor, etc.), one flash drive of at-least 8 GB capacity each, an A3 size color printer, stationery & pantry, a digital camera, Cannon PowerShot SX620 w/25x Optical Zoom – Wifi & NFC Enabled.

UPS, stabilizers, air conditioners, 6 cubic feet refrigerators, etc., and the site office shall be connected to the electrical system, potable water supply system and sewage disposal system.

The Contractor shall provide replacement of the equipment(s), if any of the above mentioned equipment(s) is temporarily or permanently rendered unserviceable for any reason(s) or declared to be beyond repair by the Engineer/Engineer's staff at no additional cost to the Employer.

The said offices shall be provided by the Contractor within twenty eight (28) days of the receipt by the Contractor of Engineer's Notice to Commence or twenty one (21) days of the payment of the first half of the Mobilization Advance, whichever earlier.

The site office shall be maintained by the Contractor up to a period of three hundred sixty five (365) days after the Issuance of Taking Over Certificate (DLP Period) by the Engineer.

The site office along with all fittings, fixtures and gadgets shall become property of the Employer after the completion of the project and shall be handed over to the Employer along with list of all items given for the use of Engineer. The site office shall be removed /dismantled if directed by the Engineer/Employer. In such case, the area shall be developed in accordance with the drawings or to its natural state and as per the instructions of the Engineer.
The contractor shall also provide one latest Generation Core I-7 laptop of approved brand/make for the exclusive use of the Employer.

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

35. Transport for the Employer and The Engineer

The Contractor shall provide, operate and maintain 01 No vehicle (1000CC-Suzuki Cultus (AGS) latest model) and 01 Nos. motorcycle (125CC), for exclusive use of The Employer /Employer's staff, Air- Conditioned, to meet the transportation needs in connection with the project. The vehicles shall be new and of latest model as on the commencement date and registered in karachi.

The Contractor shall furnish supply and provide, as may be necessary without specific direction of the Employer/Employer's staff, all fuels, lubricants, tyres and other supplies, all maintenance, repairs, comprehensive insurance cover and running costs and suitability qualified drivers at all times for running of vehicles not exceeding 4000 km per month each and will provide a substitute vehicle in case of break down exceeding two days.

The Contractor shall provide replacement vehicle if the vehicle is temporarily or permanently rendered unserviceable for any reason(s) or declared to be beyond repair by the Employer/ Employer's representative at no additional cost to the Employer.

The Contractor shall maintain the vehicles till the issuance of Defects Liability Certificate. The vehicles shall become the property of the Employer after the sanction of 1st IPC and the Contractor shall transfer the same in the name of the Employer.

No separate payment shall be made to the Contractor for the facilities involved under this clause. The cost thereof shall be deemed to have been included in the price quoted by the Contractor for the works.

36. Coordination of Work at Site

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this Site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractor or their workman or any other employ, who execute or supervise any work on the Site.
The Contractor shall ensure that the necessary safety precaution will be observed and interferences shall be avoided specially for the works executed side by side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other Contractors for the extension of their works. With a view to coordinate the works, the Engineer may from time to time direct the order of the works to be carried out.

No payment shall be made to the Contractor for the works involved under this sub clause.

37. Site Facilities to Be Provided By The Contractor

37.1 General

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

37.2 Labor Camps and Staff Residences

The Contractor shall provide, operate and maintain labor camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labor Camp Rules 1960 and all other applicable provisions of the Pakistan Labor Laws.

37.3 Administrative and Field Office

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appliances, janitor services and security of the same.

37.4 **Work yards and Storage** Areas

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

37.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labor camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities.

37.6 Medical Care

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped and properly staffed first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements for Construction by Contract", published by the Employer, and shall be subject to approval by the Engineer.

37.7 Other Facilities

The Contractor shall also be responsible for providing at his own cost other facilities for his own staff and labor such as educational, recreational, transport, telephone and catering if required.

38. CONSTRUCTION PROCEDURES

The Contractor shall advise the Engineer of proposed construction procedures in accordance with the General Conditions of Contract.

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation.

39. NOTIFICATION TO ENGINEER

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

40. NIGHT WORK

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

41. WEATHER

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

42. CO-ORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. Should a disagreement or dispute arise between the Contractor and other contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other Contractors.

43. ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub- contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

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

All false work, scaffolding and handrails shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

All warning signs shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer.

Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

Netting shall be provided at all levels where work is in progress, all around the building.

44. SETTING OUT OF WORK AND SURVEY

44.1 Reference Points, Lines

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labor for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established bench-marks and reference points.

44.2 Verification

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced construction surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

(a) Structure points shall be set within 0.01 foot accuracy from point to point, except where tighter tolerances are required.

(b) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.

(c) Permissible closing error for a levelling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labor required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labor required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

44.3 Survey Instruments

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

45. PAYMENT OF WORK

No payment shall be made for the works involved within the scope of this section of specification unless otherwise specifically stated in the Bills of Quantities or herein.

The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

46. ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of works. Except where clearing is required for the Permanent works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the works, all work areas shall be smoothed and graded in a manner to confirm to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.