



**GOVERNMENT OF BALOCHISTAN**

**GWADAR DEVELOPMENT  
AUTHORITY**

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**INSTALLATION OF STREET LIGHT ON  
MARINE DRIVE TOWARD KOH-E-BATIL  
AT GWADAR**



**BID DOCUMENTS  
VOLUME**

**BID DOCUMENTS**

**FOR**

**BID DOCUMENTS ARE PLACED IN THE FOLLOWING FOLDERS**

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**INVITATION  
FOR  
BIDS**

## **INVITATION FOR BIDS**

**Refer Gallop Tender Notice published in News papers**

**INSTRUCTIONS  
TO  
BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

### **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 summarised 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 subject to fulfil the following basic eligibility criteria:
  - a. relevant experience;
  - b. turn-over of at least last three years;
  - c. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works and valid NTN number.
  - d. Machineries and technical staff.
  - e. eligibility criteria specified in appendix-N to bid. (Eligibility Criteria).

#### **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 – Special Provisions.
  6. Specifications - Technical Provisions.
  7. Form of Bid & Appendices to Bid.
  8. Bill of Quantities (Appendix-D to Bid).
  9. Form of Bid Security.
  10. Form of Contract Agreement.
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
  12. 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 alongwith 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 partner without prior written consent of the Employer.

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

**IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as 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 A Procuring Agency, keeping in view nature of procurement, shall subject the bid to a validity period, which shall be specified in the bidding document and shall not be more than ninety (90) days in case of National Competitive Bidding and one hundred twenty (120) days in case of International Competitive Bidding.
- 14.2 Extension of bid validity may be allowed subject to approval by the competent authority of the Procuring Agency, and with reasons to be recorded in writing: Provided that if validity period has to be extended due to some slackness on the part of Procuring Agency, the competent authority shall fix responsibility and take appropriate disciplinary action.
- 14.3 After obtaining such approval, the Procuring Agency, shall request in writing all bidders to extend the bid validity period. Such a request shall be made before the date of expiry of the original bid validity period.
- 14.4 Such an extension shall not be for more than the original period of bid validity.
- 14.5 Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith.
- 14.6 Bidders who—
  - a. agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity; *and*
  - b. agree to the Procuring Agency's request for extension of bid validity period shall neither be requested nor permitted to change the price or other conditions of their bids.

**IB.15 Bid Security**

- 15.1 The Procuring Agency may require the bidders to furnish bid security of two per cent in case of procurement of all bids in the form of bank guarantee or Deposit at Call from a scheduled Bank.
- 15.2 In cases, where procurement is of complex nature, bid security up to five percent (5%) can be applied but not less than two percent (2%).
- 15.3 The bid security of technically non-responsive bidders shall be returned within 30 days of declaration of their bid as non-responsive.
- 15.4 Bid security of responsive bidders shall be retained by the Procuring Agency till the time the procurement contract has been signed with the lowest evaluated bidder and deposit of performance guarantee, if required. Bid security of unsuccessful bidders at this stage shall not be retained beyond thirty (30) days of award of contract.

- 15.5 Bid security shall be forfeited in following circumstances if the bidder:-
- a. withdraws its bid after opening but within the validity period,
  - b. does not furnish performance guarantee, if applicable,
  - c. does not sign the contract *or*
  - d. does not accept the correction of the quoted amount following the correction of arithmetic errors.

#### **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**

- 1. The date for opening of bids and the last date for the submission of bids shall be the same, as given in the bidding documents and in the Notice Inviting Tender.
- 2. Subject to provisions of rule 16, in case, the two dates are different, the date and time, given in the bidding documents shall apply. The bids shall be opened within one hour of the deadline for submission of bids.
- 3. All bids shall be opened publicly in the presence of all the bidders, or their representatives, who may choose to be present in person, at the time and place announced in the invitation to bid.
- 4. The Procuring Agency shall read aloud the name of the bidder and total amount of each bid, and of any alternative bids if they have been permitted, shall be read aloud and recorded when opened.
- 5. All bidders in attendance shall sign an attendance sheet.
- 6. All bids submitted after the time prescribed as well as those not opened and read out at bid opening, due to any procedural flaw, shall not be considered, and shall be returned without being opened.

7. The official chairing Procurement Committee shall encircle the rates and all the members of Procurement Committee shall sign each and every page of financial proposal.
8. The Procurement Committee shall issue the minutes of the opening of the tenders and shall also mention over writing or cutting, if any.

**I-11**

#### **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 of Bids**

- (1) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.
- (2) For the purpose of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan.
- (3) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.

- 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**

- 1) Procuring Agency shall, in all procurement of goods and works of value more than twenty-five (25) million, carried out through open competitive bidding, require security in the form of pay order or demand draft or bank guarantee or insurance bond by AA ranking insurance company, an amount sufficient to protect the Procuring Agency in case of breach of contract by the contractor or supplier or consultant, provided that the amount shall not be more than ten percent (10%) of contract price.
- 2) The performance guarantee shall be released within sixty days of completion of the contract subject to clearance of everything else.

**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.

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## **BIDDING DATA**



## BIDDING DATA

The following specific data for the Works to be bid 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.

Reference to Instruction to Bidder	Bidding Data
<b>IB-1</b> 1.1	<b>Scope of Bid</b> The Work under this Contract comprises of “ <b><u>INSTALLATION OF STREET LIGHT ON MARINE DRIVE TOWARDS KOH-E-BATIL AT GWADAR</u></b> ” all as per Contract Drawings and Specifications.
1.1	<b>Name and Address of the Employer:</b> Executive Engineer (Electrical) Gwadar Development Authority Governor House Road Gwadar. Telephone:086-9201010 & 086-9201011, Fax:086-9201020
<b>IB-2</b> 2.1	<b>Source of Funds</b> The Employer has sufficient funds of its own to cover the cost of the entire project for which these bidding documents are issued.
<b>IB-6</b> 6.1	<b>Site Visit</b> 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.  Each Bidder shall also enquire and satisfy himself as to the source, the quantity of

	<p>supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>IB-8</b> 8.1</p>	<p><b>Clarification of Bidding Documents:</b> Time Limit for Clarifications is 10 days instead of 28 days prior to the deadline for submission of bid.</p>
<p><b>IB-10</b> 10.1</p>	<p><b>Language of Bid:</b> English</p>
<p><b>IB-12</b> 12.3</p>	<p><b>Bid Prices</b> Add the following paragraphs:</p> <ul style="list-style-type: none"> <li>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 effect or modify any of the terms or obligations contained in the Contract.</li> <li>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.</li> <li>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.</li> <li>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</li> </ul>

	there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.
<b>IB-13</b> 13.1	<b>Currencies of Bid and Payment:</b> 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 shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
13.2	Delete the text
<b>IB-14</b> 14.1	<b>Bid Validity:</b> Period of Bid Validity is 90 days after the date of bid opening.
<b>IB-15</b> 15.1	<b>Amount of Bid Security:</b> Amount of Bid Security shall be 2% of the Bid Price in Pak Rupees.
15.2	Delete the text and substitute: a) The Bid Security shall be in the form of Pay order or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a Foreign Bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer, valid for a period of 28 days beyond the bid Validity date.  b) The bid Security (original + copies) should be submitted in a separate sealed envelope. Name of work and name of Bidder should be clearly typed on the envelope.
<b>IB-16</b> 16.1 & 16.2	<b>Alternate Proposals by Bidders</b> Delete the text and substitute:  Alternate proposals by Bidders are not invited. Bidders will only quote for the bid design.
<b>IB-17</b> 17.1	<b>Venue, time, and date of the Pre-Bid Meeting:</b> No Pre-bid is scheduled. However, if requested by the bidder, same will be notified to all interested bidders.
17.2	<b>Add at the end of the Para following</b> 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:  Office of the Executive Engineer (Electrical) Gwadar Development Authority Governor House Road Gwadar. Telephone:086-9201010 & 086-9201011, Fax:086-9201020 The Employer is not responsible for any verbal communications or instructions to the Bidders.

<b>IB-18</b> 18.4	<b>Format and Signing of Bid:</b> Number of copies of Bid to be completed & returned: 1 (one) Original + 1 (one) copy of all documents forming the Bid.
18.5	<b>Delete the last sentence of this para from “All pages ………” the bid” and substitute with the following:</b>  All pages of the bid including appendices, addendum, corrigenda, clarifications, supplementary information as are issued shall be 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 form of “the 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 Bid 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.
<b>IB-19</b> 19.2(a)	<b>Sealing &amp; Marking of Bids:</b> <b>Employer’s address for purpose of Bid submission:</b> Executive Engineer (Electrical) Gwadar Development Authority Governor House Road Gwadar. Telephone:086-9201010 & 086-9201011, Fax:086-9201020
19.2(b)	<b>Name and Number of Contract:</b> <b>INSTALLATION OF STREET LIGHT ON MARINE DRIVE TOWARDS KOH-E-BATIL AT GWADAR</b>
<b>IB-20</b> 20.1	<b>Deadline for submission of bids:</b> As notified in the Notice Inviting Bid.
<b>IB-23</b> 23.1	<b>Venue time and date of Bid opening:</b> As provided in the Invitation for Bids.
<b>IB-24</b> 24.2	<b>Process to be Confidential</b> 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.
<b>IB-26</b> 26.2	<b>Examination of Bids and Determination of Responsiveness</b> Add following text in sub-para 26.2 after point iv) “conforms to all the terms ... ” v) Continue to meet the minimum criteria set out for eligibility.
<b>IB-28</b> 28.4	<b>Evaluation and Comparison of Bids</b> 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”.
28.5	<b>Evaluation and Comparison of Bids</b> Add the following sub-para: 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.
<b>IB-29</b> 29.2	<b>Award of Contract</b> 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 bidders prices and such other factors as are deemed applicable.
<b>IB-32</b> 32.1	<b>Performance Security:</b> Delete the text and substitute: If the Contract requires the Contractor to obtain security for his proper performance of the Contract, he shall obtain and provide to the Employer such security within a period of 28 days after the receipt of the Letter of Acceptance in the form and the amount stipulated.
32.3	Add the following sub-para 32.3 The Performance Security shall be of an amount not less than 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) irrevocable & acceptable bank guarantee from any scheduled Bank of Pakistan acceptable to the Employer or (b) irrevocable & acceptable bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan or (c) Bond from Insurance Company of at least AA rating of PACRA/JCR in favour of Employer valid for a period till 28 days after the issue of defect liability certificate.

**FORM OF BID  
AND APPENDICES**

**FORMS OF BID AND APPENDICES**  
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**FORM OF BID**

\_\_\_\_\_ (Name of Contract/Works)

To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of \_\_\_\_\_ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.



8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

in the capacity of \_\_\_\_\_duly authorized to sign Bids for and on behalf of

\_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address. \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

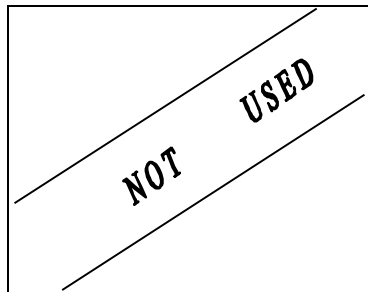
**SPECIAL STIPULATIONS**

Sr. #	Description	Clause Conditions of Contract	Explanation
1	Employer's name and address	1.1(a)(i)	Executive Engineer (Electrical), Gwadar Development Authority, Governor House Road, Gwadar Telephone:086-9201010 & 086-9201011, Fax:086-9201020
2	Engineer's name and address	1.1(a)(iv)	<i>(to be notified)</i>
3	Section	1.1(f)(vi)	Not Applicable
4	Notice, Consent, Approval etc	1.5	Scanned copy via e-mail and facsimile are acceptable, if the original is received within three days.
5	Engineer's Authority to Issue Variation Order	2.1(b)(viii)	1% of the Contract Price stated in the Letter of Acceptance.
6	Subcontracting	4.1	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
7	Language	5.1(a)	The Language is English
8	Law	5.1 (b)	The Law of Islamic Republic of Pakistan
9	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
10	Time for Furnishing Programme	14.1	Within 28 days from the date of receipt of Letter of Acceptance.
11	Revised Programme	14.2	Revised Programme to be submitted within 14 days of the Engineer's notice.
12	Cash Flow Estimate	14.3	Within 28 days of Signing of Agreement
13	Insurance of Works and Contractor's Equipment	21.1	<p><b>Type of cover</b> The Works</p> <p><b>Amount of cover</b> The sum stated in the Letter of Acceptance plus fifteen percent (15%)</p> <p><b>Type of cover</b> Contractor's Equipment:</p> <p><b>Amount of cover</b> Full replacement cost plus fifteen percent (15%)</p> <p><b>Other cover:</b> Contractor's All Risk Policy</p>

14	Minimum amount of Third Party Insurance	23.2	<p><b>Type of cover</b> 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:</p> <p>i) in case of death, Pak Rs. 1,000,000/= per person</p> <p>ii) in case of major injury, Pak Rs. 500,000/= per person</p> <p>iii) in case of minor injury, Pak Rs. 100,000/= per person</p> <p>iv) in case of damage to property, full amount of repair/replacement as the case may be.</p>
15	Minimum amount of Workmen Compensation Insurance	24.2	<p><b>Workers:</b></p> <p>i) in case of death, Pak Rs. 1,000,000/= per person</p> <p>ii) in case of major injury, Pak Rs. 500,000/= per person</p> <p>iii) in case of minor injury, Pak Rs. 100,000/= per person</p>
16	Time for Issue of Engineer's Notice to Commence.	41.1	Within 28 days from the date of signing of Contract.
17	Time for Commencement	41.1	Within 07 days from the date of receipt of Engineer's Notice to Commence.
18	Time for Completion	43.1 & 48.2	365 days (12 months) from the date as notified in the Engineer's Notice to Commence.
19	Amount of Liquidated Damages	47.1 & 47.3	<p>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.</p> <p>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</p> <p>Also, other charges mentioned in Special/Particular Conditions of Contract</p>
20	Taking Over Certificate	48.1	<p>Only One Certificate shall be issued.</p> <p>The Work shall be considered substantially completed if the whole of the work completed to the satisfaction of the Engineer.</p>

21	Taking Over of Sections or Parts	48.2	Not Applicable
22	Defects Liability Period	49.1	90 days calculated from the date of completion of work certified by the Engineer.
23	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Three (3) Million
24	Time for Certification of Interim Payment Certificate by the Engineer	60.2	28 days from receipt of monthly statement from the Contractor
25	Retention Money	60.3	10% of the amount of Interim Certificate until the amount so retained reaches the limit of Retention Money.
26	Limit of Retention Money	60.3	10% of Contract Price stated in the Letter of Acceptance and will be released upon issuance of Taking Over Certificate.
27	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days.
28			
29	Mobilization Advance (Interest Free)	60.13	10% of Contract Price stated in the Letter of Acceptance against a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan or Insurance Company who scored AA+ rating from PACRA acceptable to the Employer and must be encashable in Pakistan in the same currencies as the advance payment was made. The guarantee shall remain valid and enforced until the Mobilization Advance is recovered in full
30	Recovery of Mobilization Advance	60.13	From five consecutive IPCs starting from First IPC in equal instalments
31	Contractor's name and address	68.1	_____ (to be completed by the Tenderer)
32	Notice to Employer & Engineer	68.2	The Employer's Address is:  Executive Engineer (Electrical), Gwadar Development Authority, Governor House Road, Gwadar Telephone:086-9201010 & 086-9201011, Fax:086-9201020 The Engineer's Address is: ( TO BE ADVISED)
33	Currency of Contract		Pak. Rs.

**FOREIGN CURRENCY REQUIREMENTS**



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

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

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.40	
(ii)	Local Labour per day		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for Gwadar
(iii)	High Speed Diesel (HSD) in lit		Pakistan State Oil
(iv)	Cement – in ton		Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for Gwadar
(v)	Reinforcing Steel Steel Billet (150x150mm)		Pakistan Steel Mill
(vi)	Bitumen 60/70 in Bulk 80/100 in drums		National Refinery Karachi
	Total	1.00	

**Notes:**

- 1) The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period. The Weightages to be provided with justification by the bidders as per Clause IB 12.4 of the Instructions to Bidders
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

**PREAMBLE  
AND  
BILL OF QUANTITIES**

## **BILL OF QUANTITIES**

### **A Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract ( in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with the Clause 58 of the Conditions of Contract.
8. The following abbreviations for the units or units of measurement have been used in the bidding documents including BOQ.

<b>Unit</b>	<b>Abbreviations</b>
• Linear Meter	LM or lm or M or m
• Square Meter	Sq.m. or SM or sm
• Cubic Meter	Cu.m. or CM or cm or Cum or cum
• Ton	Ton
• Kilogram	Kg or kg
• Per Number	No or Each
• Job	Job



**SUMMARY FOR INSTALLATION OF STREET LIGHT ON MARINE  
DRIVE TOWARD KOH-E-BATIL AT GWADAR**

**Contracted Quoted Total:** \_\_\_\_\_

**In Rupees** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR QUOTED RATES FOR INSTALLATION OF STREET LIGHT AT MARINE DRIVE AT GWADAR**

Item Nos.	Description	Qty	Unit	Rate	Amount (Rs.)
<b>1</b>	<b>LIGHTING POLE</b>				
1.1	Providing, installing, testing and commissioning of following Octagonal lighting pole, Hot dipped galvanized (Zinc coating not less than 80 micron) from inside and outside with 4mm wall thickness including base plate anchor bolt, nuts and washer, self inspection door with special keys, cable connection box etc., (detail shown on the drawings), Complete in all respects as per specification and drawings.				
i	12 m High Single Arm Pole	116	Nos.		
ii	12 m High Double Arm Pole with fancy coloured LEDlights at 12 meter with 80 micron galvanized, rust resisitant box and flexible stand. LED driver, and complete all electronic accessories as per instructions of Engineering Incharge at Site.	116	Nos.		
1.2	Construction and installation of pole foundation in concrete class "A", reinforcement as per AASHTO M31, lean concrete etc. Excavation and backfilling for the Pole foundation shall be included in this job. Complete in all respects as per specifications and drawings.	232	Nos.		
1.3	Supply, installation, testing & commissioning of 15 m High Mast Pole for fixed LED Flood light base on the top and single Arm upto 12m fixed.. Hot dip galvanized (Zinc coating not less than 80 micron) from inside and outside with 5mm wall thickness including base plate anchor bolt, nuts and washer, self inspection door with special keys, cable connection box etc.,and required mounting accessories for lighting. As per drawings, complete in all respects.	53	Nos.		
1.4	Construction and installation of foundation for 15m height pole in concrete class "A", reinforcement as per AASHTO M31, lean concrete and Reinforcement. Excavation and backfilling for the Pole foundation shall be included in this job. Complete in all respects as per specifications and drawings.	53	Nos.		
<b>Total of lighting Pole</b>					
<b>2</b>	<b>LIGHT FIXTURES</b>				
2.1	Providing, installation, testing and commissioning of 120 W LED (IP-66) street light fixture (with Programmable Driver), complete in all respects,as per specification and drawing.	401	Nos.		
2.2	Providing, installation, testing and commissioning of 250W LED (IP-66) Flood Light fixture (with Programmable Driver). Complete in all respect, as per specification and drawing.	53	Nos.		
<b>Total of lighting fixture</b>					
<b>3</b>	<b>LIGHTING CONTROL PANEL (LCP)</b>				
3.1	Providing, installation, testing and commissioning of following outdoor type IP65 rated Pad mounted Lighting Control Panel (LCP) on concrete pad. This job include with all civil works as per drawing and specifications, complete in all respect: INCOMING 1 No.200 A, TP MCCB (Ics 25 kA) Timer contactor with Photo Sensor OUTGOING 04 Nos.100 A,TP MCCB	10	No.s		
<b>Total of lighting Control Panel (LCP)</b>					

**CONTRACTOR QUOTED RATES FOR INSTALLATION OF STREET LIGHT AT MARINE DRIVE AT GWADAR**

Item Nos.	Description	Qty	Unit	Rate	Amount (Rs.)
<b>4</b>	<b>CABLES</b>				
4.1	Providing, installing, testing and commissioning of following sizes of 600/1000 volts grade copper conductor armoured cables from Nearest power supply upto Transformer, Transformer to LCP's, LCP to Lighting Pole, Lighting Pole to Lighting Pole, directly buried in already excavated trench of size as it may required. Complete in all respect, as per specification and drawing.				
i	4c- 50 Sq.mm Cu.PVC/SWA/PVC	150	Rm		
ii	4c- 35 Sq.mm Cu.PVC/SWA/PVC	7850	Rm		
iii	4c- 16 Sq.mm Cu.PVC/SWA/PVC	9690	Rm		
iv	1c- 10 Sq.mm Cu.PVC/SWA/PVC	640	Rm		
v	3c-2.5 Sq.mm PVC/PVC	4158	Rm		
4.2	Excavation of trenches in hard / soft soil and back filling after laying of cable, cost including providing fresh sand 6" above and 6" under cable, laying protection bricks on sand, warning tape and backfilling, compaction etc. as per drawing and specification, complete in all respect.				
		10120	Rm		
<b>Total of cables</b>					
<b>5</b>	<b>TRANSFORMERS</b>				
5.1	Supply, installation, testing & commissioning of 50 KVA, Pole mounted Transformer. Including all accessories such as Poles, platform, cross arms, insulated copper conductor, dropout fuse switches and including excavation, foundation (All civil works for preparing foundation) for pole, as per drawing and WAPDA specifications, complete in all respect.				
		3	Nos.		
<b>Total of transformers</b>					
<b>6</b>	<b>uPVC PIPE</b>				
6.1	Providing and laying of following sizes of uPVC class "D" Pipes for Road crossing. Buried in ground as per drawing. Including excavation for laying of pipe and backfilling, as per specification and drawing, complete in				
i	150 mm dia uPVC Pipe	200	Rm		
<b>Total of UPVC Pipe</b>					
<b>7</b>	<b>EARTHING SYSTEM</b>				
7.1	Supply, installation, testing and commissioning of earthing pit with 3 meter long 20 mm dia earth copper rod for end of every circuit directly driven to ground to obtain earth resistance not more than 1 ohm, as per drawing, complete in all respect.				
		53	Nos.		
<b>Total of Earthing System</b>					

Assistant Engineer (Electrical)  
Gwadar Development Authority

Executive Engineer (Electrical)  
Gwadar Development Authority

**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

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.]

**LIST OF MAJOR EQUIPMENT**

<b>Owned Purchased or Leased</b>	<b>Description of Unit (Make, Model, Year)</b>	<b>Capacity HP Rating</b>	<b>Condi tion</b>	<b>Present Location or Source</b>	<b>Date of Delivery at Site</b>	<b>Period of Work on Project</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
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.).



**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.

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
<b>1</b>	<b>2</b>

**ESTIMATED PROGRESS PAYMENTS**

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

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

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

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**COMPANY PROFILE**

- 1) Name of Owner:
- 2) PEC Certificate No:
- 3) NTN No:
- 4) Firm Address:
- 5) Email Address:
- 6) Contact No:

**(ELIGIBILITY CRITERIA)**

**Method and procedure of procurement:** Open Competitive Bidding (National/ International Competitive Bidding) (Single Stage – One Envelope)

**Description of work:** INSTALLATION OF STREET LIGHT ON MARINE DRIVE TOWARD KOH-E-BATIL AT GWADAR

**Name of Contractor:** \_\_\_\_\_

Eligibility Criteria:

S. No.	Eligibility / Qualification Criteria	Yes/No
1	Registration with PEC Minimum Category required C-4 Required specialization code EE-04, EE-05 & EE-06	
2	Valid NTN	
3	Minimum three years' experience of relevant field/similar works. i. Work Orders and completion certificates of executed works. ii. Work orders of works in hands.	
4	Turnover of at least last three years i. Annual Audit Reports for last three years. ii. Bank Certificates for turnover for last three year.	
5	Information of firm/individual (proforma appendix –M to Bid)	
6	List of Machinery attached. (As per appendix G to Bid).	
7.	List of Technical staff attached. ( As per appendix-K to Bid	
8.	Affidavit regarding information provided with this document are correct.	

Note: All required documents must be attached.

## **EVALUATION CRITERIA:**

### **A. Basic Evaluation Criteria**

1. Valid Pakistan Engineering Council Registration in relevant Category. (C-6 & above, Code EE-04, EE-05 & EE-06)
2. Valid Income Tax Registration.

### **B. Evaluation Criteria**

#### **1. Relevant Experience**

**Max Marks: 35**

##### **a) Work Completed (Last three years)**

**Max Marks: 20**

- I. 05 Marks will be given for each successful completion of similar nature of works, Cost Rs.71.184 million or above.
- II. Work orders & Completion Certificate are required to be submitted.

##### **b) Work in Hand**

**Max Marks: 15**

- i. 05 Marks will be given for each Similar work
- ii. Similar natural works in hand, Cost Rs. 35.591 million or above.
- iii. Work orders are required to be submitted.

#### **2. Technical Staff**

**Max Marks: 15**

- I. 4.5 Marks will be given for each professional B.Sc Electrical Engineer, max marks are 09.
- II. 03 Marks will be given for each qualified D.A.E Electrical Engineer, max marks are 06.
- III. Copy of Degree/Diploma of the technical staff is required.

#### **3. Equipment & Machinery**

**Max Marks: 15**

<b>List of Machineries &amp; Equipment</b>	
Cran	Welding Plant
Mixer Machine	Levelling Machine
Lugs Punch Machine	Tool Box
Multi-meter	Cable Cutter
<b>Formula (marks obtained/marks assigned x total Marks)</b>	

#### **4. Financial Capability**

**Max Marks: 50**

- a) Bank turnover certificate is required and following criteria will be followed for marking:
  - I. Max marks will be given for turnover 71.184 million or above.
  - II. 30 marks will be given for turnover in between 35.591 M to less than 71.184 million.
  - III. 15 marks will be given for turnover in between 17.796 M to less than 35.591 million.
  - IV. Zero marks will be given for turnover less than 8.898 million.

**FORMS**

**BID SECURITY**

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**PERFORMANCE SECURITY**

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**CONTRACT AGREEMENT**

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**MOBILIZATION ADVANCE GUARANTEE/BOND**

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## **FORMS**

- BID SECURITY
- PERFORMANCE SECURITY
- CONTRACT AGREEMENT
- MOBILIZATION ADVANCE GUARANTEE/ BOND
- INDENTURE FOR SECURED ADVANCES

**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:

1. \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

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

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract 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;
  - (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

Signature of Employer

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

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

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

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

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

(Date)

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

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



GUARANTOR

- 1. Signature \_\_\_\_\_
- 2. Name \_\_\_\_\_
- 3. Title \_\_\_\_\_

WITNESS

- 1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

- 2. \_\_\_\_\_  
(Name Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**INDENTURE FOR SECURED ADVANCES**

(To be executed on stamp paper of appropriate value)

(For use in cases in which the Contract is for finished work and the Contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

THIS INDENTURE made \_\_\_\_\_ BETWEEN \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called "the Contractor"  
 which expression shall, where the context so admits or implies be deemed to include his heirs,  
 executors, administrators and assigns) of the one part and  
 \_\_\_\_\_ (hereinafter called "the Employer" of the other part).

WHEREAS by an agreement, dated \_\_\_\_\_ (hereinafter called the said agreement), the Contractor has agreed to perform the under mentioned work (hereinafter referred to as the said work):-

\_\_\_\_\_ AND  
 WHEREAS the Contractor has applied to the Employer for an advance to him of Rupees \_\_\_\_\_ on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in running bill No. \_\_\_\_\_ dated \_\_\_\_\_ the said works signed by the Contractor on \_\_\_\_\_ and on such covenants and conditions as are hereinafter and the Employer has reserved to itself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor doth hereby acknowledge) and of such further advance (if any) as may be made to him as aforesaid the Contractor doth hereby assign unto the Employer the said materials by way of security for the said amount and doth hereby covenant and agree with the Employer and declare as follows:

- (1) That the sum of Rupees \_\_\_\_\_ so advance by the Employer to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said running bill No: \_\_\_\_\_ dated \_\_\_\_\_ which have been offered to and accepted by the Employer as security for the said amount are absolutely the Contractor's own property free from encumbrance of any kind and the Contractor will not make any application for or

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receive a further advance in the security of materials which are not absolutely his own property and free from encumbrance of any kind and the Contractor hereby agree, at all time, to indemnify and save harmless the Employer against all claims whatsoever to any materials in respect of which an advance has

been made to him as aforesaid.

- (3) That the said detailed in the said running bill No. \_\_\_\_\_ dated \_\_\_\_\_ and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Employer and/or Engineer-in-charge of the work (hereinafter called the Engineer) and in terms of the said agreement.
- (4) The Contractor shall make at his own costs all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said Works in the Contractor's custody and at his own risk and on his own responsibility, and shall at all times be open to inspection by the Engineer or any part thereof being stolen, destroyed or damaged or deteriorated in a greater degree than that which is due to reasonable use and wear thereof Contractor will forthwith replace the same with materials of like quality or repair and make good the same as required by the Engineer and the materials so brought to replace the said material or the materials so required and made good shall also be considered as security for the said amount.
- (5) That the said materials shall on no account be removed from the site of the said works except with the written permission of the Engineer or a representative authorized by him in that behalf.
- (6) That the said amount shall be recoverable in full at the time or before the Contractor receives payment from the Employer of the price payable to the Contractor for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the Contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there-from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously the value for his purpose being determined in respect of each description of materials at the rates at which the amount of advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at 4% above the bank rate or 14% per annum whichever is more from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges and expenses incurred by the Employer in or for the recovery thereof of this security or otherwise by reason of default enforcement of Contractor and any monies so becoming due and

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payable shall constitute, a debt from the Contractor to the Employer and the Contractor hereby covenants and agrees with the Employer to repay the debt and pay interest to the Employer accordingly.

- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum \_\_\_\_\_ and any further Sum or Sums which may be advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding any thing in the said agreement and without prejudice to the powers contained herein if any of the covenants for payment and repayment hereinbefore contained shall become enforceable and money owing is not paid to the Employer accordingly, then Employer may at any time after the default as stated hereinabove adopt all or any of the following courses as it may deem best :-
- a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Employer on demand.
  - b) Remove and sell by public auction the seized materials or any part thereof and out of the monies arising from sale retain all the sums aforesaid repayable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
  - c) Deduct all or any part of the monies owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Engineer whose decision shall be final.

In witnesses whereof the \_\_\_\_\_ on behalf of the \_\_\_\_\_ and the \_\_\_\_\_ have hereunto set their respective hands and seals the day and first above written.

Signed, sealed and delivered by \_\_\_\_\_, in the presence of:

**1<sup>ST</sup> WITNESS**

Seal

**2<sup>ND</sup> WITNESS**

**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 **4<sup>th</sup> 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](mailto:fidic.pub@fidic.org)  
URL: <http://www.fidic.org/bookshop>

**PART II – PARTICULAR CONDITIONS**

## PART II - PARTICULAR CONDITIONS OF CONTRACT

### 1.1 Definitions

(a) (i) The Employer is Gwadar Development Authority represented by Executive Engineer (Electrical).

(a) (iv) The Engineer: **To be notified**

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

(vi) **“Employer’s Representative”** means the **Executive Engineer (Electrical)**, Gwadar Development Authority 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 or joint venture 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 M, 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 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 except in an emergency situation, as reasonably determined by the Engineer provided such variation order(s) would increase the Contract Price by an amount not exceeding the limit given in Appendix to the Tender.
- (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

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or

reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

## **2.2 Engineer's Representative**

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

## **2.7 Engineer Not Liable**

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

## **2.8 Replacement of the Engineer**

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

Add following sub clause:

## **4.3 Approval of Sub-Contractors**

Where a list of sub-contractors is provided by the Contractor under Appendix I to Tender, the sub-contractors in that list shall be subject to prior approval of the Employer. The acceptance of bid does not imply approval of subcontractors listed by the Contractor in Appendix I. The extent and nature of works to be subcontracted shall be subject to the approval of the Employer.

## **4.4 Approval of Sub-Contractors**

In the event of a dispute of whatever nature arises between the Contractor and his Sub-Contractor, the Contractor and his Sub-Contractor shall indemnify the Employer and the Engineer against such inter disputes, resulting litigations and shall not nominate the Employer or his representative(s) or the Engineer or his representative(s) as “Respondent” or “Witness” in the Court of Law in the process of these litigations.

Affidavit to this effect shall be submitted by the Contractor and his Sub-Contractors as prerequisite for approval of a Sub-Contractor(s) under Clause 4.3.

### **5.1 Language(s) and Law**

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

### **5.2 Priority of Contract Documents**

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

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) 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.

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-Stamped 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 relieve 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 orders 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.

**As-Staked Drawings.** "As-Staked" Drawings shall be prepared for the entire project. These drawing shall be submitted to the Employer for review and approval regardless of the nature of the changes in the original design, if there is increase/decrease of more than

five percent (5%) in quantities of major items of work and more than ten percent (10%) for minor items of work. Variation Order shall be prepared in accordance with Clause 51.

The preparation of the “As-Staked” drawings and the corresponding back-up calculations must be completed within a reasonable period from the commencement of the project. The plans shall indicate major modifications (i.e. change in road alignment, change in type or main components of structures, introduction of new work items), superimposed on the original plans.

The approved “As-Staked” drawings shall be reproduced (white print) by the Contractor in five (5) copies. The preparation of the “As-Staked” drawings and reproduction cost shall be at the expense of the Contractor, payment for which is subsidiary to the pay items of the contract.

All data pertaining to As-Staked survey shall be jointly signed by the Contractor's and Engineer's representatives.

**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 of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) Insurance bond from an insurance company having at-least AA rating from PACRA/JCR.

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

### **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-Clause 10.4 is added:

#### **10.4 Performance Security Binding on Variations and Changes**

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

#### **11.1 Inspection of Site**

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.

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 colour 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, labour, equipment and non-consumable material) should be allocated to all activities and showed in submitted construction schedule. Labour resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being over allocated. Indirect resources should be allocated to supervision / summary activity.
- g. BOQ amount should be loaded to reach 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 Labourers, equipments, 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:**

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.

**Cash Flow Estimates:**

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.

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.100,000/- (Rupees Hundred Thousands only) for each day of delay in the 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 8<sup>th</sup> day of the following month, 10 copies each of Monthly Progress Reports covering:
- a) A Construction Schedule indicating the monthly progress in percentage;
  - b) Description of all work carried out since the last report;
  - c) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
  - d) Monthly summary of daily job record;
  - e) Photographs to illustrate progress ;and
  - f) 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 made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2, 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 labour 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, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replaced, replanted or otherwise corrected at Contractor's expenses to the satisfaction of the Engineer and national and/or provincial Environment Protection Agency.

- (f) 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.

## 20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
  - (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 favour of the Employer valid for a period 28 days after the expiry of Defects Liability Period.

Costs of such insurances shall be borne by the Contractor.

## **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)

### **30.3 Transport of Material or Plant**

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

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 Labour**

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



### **34.3 Employment of Persons in the Service of Others**

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

### **34.4 Housing for Labour**

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

### **34.5 Health and Safety**

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

### **34.6 Epidemics**

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

### **34.7 Supply of Water**

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

### **34.8 Alcoholic Liquor or Drugs**

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

### **34.9 Arms and Ammunition**

The Contractor shall not give, 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 labour have due regard to all recognised festivals, days of rest and religious and other customs.

### **34.11 Disorderly Conduct**

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

### **34.12 Repatriation of Labour**

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 labour 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 labour 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 labour 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 labour 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 labour. 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)

**41.1 Commencement of Works**

The text is deleted and substituted with the following:

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

**42.2 Failure to give Possession**

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

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of first line of text under (b)

#### **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 borne 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 reimburse/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).

#### **48.1 Taking Over Certificate**

Add the following after the word “-----works” in the 7<sup>th</sup> line

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 certificate.

Amend the portion of this sub-clause starting from “ The Engineer shall within 21 days of delivery of such notice” with the following;

The Engineer in pursuance to the recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned herein before from the contractor

## **48.2 Taking over of Sections or Parts**

The whole of the works to be completed within the time stated in Appendix to Tender. No separate completion certificate (s) in parts will be issued for any part of the work substantially completed.

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.

## **51.1 Variations**

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

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."

### **52.3 Variation Exceeding 15%**

Replace 15% with 25% where ever appear in this sub-clause

### **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.

Add following at the end of Sub-clause 534

### **53.4 Failure to Comply**

Notwithstanding anything contained hereinabove the Contractor shall not be entitled for any extension of Time for Completion and/or additional payment in respect of the claim(s) if the Contractor fails to comply with the requirements or any of the requirement of Sub-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 in the beginning of this sub clause

### **53.5 Payment of Claims**

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

Add the following at the end of this sub clause 53.5

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

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.

### **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

The following Sub-Clauses 59.4 & 59.5 are added:

## **59.4 Payments to Nominated Subcontractors**



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

## **59.5 Certification of Payments & Nominated Subcontractors**

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

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

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

## **60 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 credit or debit for the month in question in respect of materials for the Permanent Works, in the relevant amounts, and under the conditions set forth in Sub-Clause 60.11;
- (i) any amount to be withheld under the retention provisions of Sub-Clause 60.3, determined by applying the percentage set forth in Sub-Clause 60.3;
- (j) any amounts to be deducted as recovery of the Advance under the provisions of Sub-Clause 60.13;
- (k) 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
- (l) any amounts to be deducted as Withholding Tax under the provisions of Income Tax Laws and Central Board of Revenue regulations.

## **60.2 Monthly Payments**

Delete sub-clause 60.2 and replace with following:

The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 28 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 end

### **60.3 Payment of Retention Money**

Retention Money shall be 10% of the sum stated in Letter of Acceptance. From each interim certificate of the Contractor, 10% of amounts certified under Clause 60.2 shall be retained until the amounts so retained reach 10% of the Contract Price stated in the Letter of Acceptance.

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**

Delete the words “other than pursuant to Clause 47” from para (b) line 2 and 3

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

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

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

## **60.10 Time for Payment**

Delete the text and substitute:

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.

In the event of the failure of the Employer to make payment within the time stated, the Employer shall pay to the Contractor compensation at the rate of 8% per annum (simple interest), upon all sums unpaid from the date by which the same should have been paid. The provisions of this sub-clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

All payments to the Contractor shall be made in Pak Rupees only under the Contract. No payments in foreign currency are admissible.

Add following Sub-clause 60.11

## **60.11 Material for the Permanent Works**

With respect to materials brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall (a) receive a credit in the month in which these materials are brought to the Site and (b) be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer in accordance with the following provisions:

- (a) no credit shall be given unless the following conditions shall have been met to the Engineer's satisfaction:
  - (i) the materials are in accordance with the specifications for the Works;
  - (ii) the materials have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;
  - (iii) the Contractor's records of the requirements, orders, receipts, and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;
  - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials to the Site, together with such documents as may be required for the purpose of evidencing such cost;
  - (v) the origin of the materials and the currencies of payment therefor are those indicated in the Appendix to Bid; and
  - (vi) the materials are to be used within a reasonable time of three months

- b) the sum payable for such materials on site shall not exceed 75 percent of the related (i) CIF price of imported materials or (ii) Ex factory / Ex warehouse price of locally manufactured materials or (iii) stockpile value of locally produced materials such as aggregates, crushed stones and bricks. No advance shall be paid against perishable items like bitumen, fuel, cement, etc.;
- (c) the amount to be debited to the Contractor for any materials incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials pursuant to subpara (b) above, as determined by the Engineer; and
- (d) the currencies in which the respective amounts shall be credited or debited as set forth above shall be determined by the Engineer.
- (e) the Contractor shall have to execute and sign the “INDENTURE BOND FOR THE SECURED ADVANCE” in accordance with the Employer’s requirement for payments against Secured Advance

Add following sub clause

#### **60.12 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

#### **60.13 Financial Assistance to Contractor**

Mobilization Advance Payment

- (a) Provision is made within the Contract for the Contractor to obtain an interest free Mobilization Advance. The Advance shall be limited to ten (10) percent of the sum of the Contract Price stated in Letter of Acceptance less any Provisional Sums and will cover mobilization, demobilization and any costs incurred therein by the contractor.
- b) The bank guarantee must be issued by a scheduled bank in Pakistan or Insurance Company who scored AA+ rating from PACRA acceptable to the Employer and must be encashable in Pakistan in the same currencies as the advance payment was made. The guarantee shall remain valid and enforced until the Mobilization Advance is recovered in full.
- c) At any time, the guarantee shall be valid for an amount not less than the amount of the original Mobilization Advance less any partial repayment of that Advance which may have been affected. The Contractor shall inform the guaranteeing, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.
- d) Recovery of the Mobilization Advance will be made from five consecutive Interim Payment Certificate (IPC) starting from First IPC in equal installments. Deduction shall be made after the deduction of Retention Money.

Notwithstanding anything contained herein, the whole of the Mobilization Advance shall be recovered two months before issuance of Taking Over Certificate pursuant to Clause 48.1 of COC

- e) In the event that the amount of monies certified and due to the Contractor under the contract at any time is less than the total of due repayments of Mobilization Advance, the balance of the due repayments shall be paid to the Employer by the Contractor within seven days of demand by the Employer. If the balance is not so paid, the Employer shall be empowered to call in sufficient of the Mobilization Advance bank guarantee to cover the said balance.

The Employer shall be empowered to call in the guarantee in whole or in part(s) if the Contractor defaults in the repayment(s) for any reason(s).

Add the following to sub-clause

#### **60.14 Withholding of Payment**

- a) The Employer may withhold the whole or a part of any payment invoiced by the contractor 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.

Add following as paragraph (b) (iii);

#### **63.1 Default of Contractor**

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 substitute "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 any thing 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 Quetta

## **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:

- a) The Employer:  
Executive Engineer (Electrical)  
Gwadar Development Authority  
Governor House Road  
Gwadar  
Telephone:086-4210953 & 086-4211775, Fax:086-4211779
  
- b) The Engineer:  
To be advised

## 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:-

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

Where:

$P_n$  is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and 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 (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d, etc., shall be one;

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

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

#### **(c) Sources of Indices and Weightages**

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

#### **(d) Base, Current, and Provisional Indices**

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

#### **(e) Adjustment after Completion**

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

pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

**(f) Weightages**

The 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 any thing 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

**70.3 Adjustment for Delays and after Completion**

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

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

#### **77.1 Joint and Several Liability**

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

#### **78.1 Details to be Confidential**

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

### **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 shall remove 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.

**DRAWINGS**  
(Volume - II)  
Separately Bounded

**SPECIAL PROVISIONS &  
TECHNICAL SPECIFICATIONS**  
(Volume - III)

**SPECIAL PROVISIONS**

## **SP-1: ELECTRICAL WORKS, GENERAL REQUIREMENTS**

### **1.0 GENERAL REQUIREMENTS**

#### **1.1 Description**

This document is to describe the minimum requirements for the equipment and installations and to ensure that the Contractor is fully aware of his duties to perform the required works, in accordance with the terms of the Contract. For warrantee of items kindly refer to list of approved manufacturers/ suppliers at the end of this section.

#### **1.2 Scope of Work**

The works related to the electrical system, which are included in the scope of this Contract, are shown on the Drawings, stated in the Specifications, Bill of Quantities/ Schedule of Prices and explained in these specifications. The works shall broadly include but not limited to the following:

- a) Supplying and Laying of Sub base
- b) Supplying and Laying of Base Course
- c) Tack coat for bituminous
- d) Asphalt Concrete for wearing coat.
- e) Pipe Conduit for Utilities
- f) Pavement marking of Road with cateyes
- g) Installation of Sign Board.
- h) Monument.

All material and equipment supplied by the Contractor shall be new and in all respects conform to the high standards of Engineering design, workmanship, performance and function as here in specified and fully meet the quality level and rugged requirements of the specifications.

The Contractor shall also be responsible to supply any other equipment not specifically mentioned in these documents but which is necessary for proper operation of the works / system, shall be considered to have been so specified and accordingly shall be provided by the Contractor as part of the Contract.

The Contractor shall be solely responsible for ensuring proper functional requirements of various equipment and shall also be responsible for furnishing any additional piece of equipment and for making modification in the equipment as desired and / or approved by the Engineer or his representative, to achieve proper coordination with various equipment offered in the bid and also those installed by others.

Approval of the Contractor's supplied equipment / installation works shall not relieve the Contractor of any of his obligations or liabilities under the Contract, except insofar as provided under the conditions of the Contract.

### **1.3 Rules and Regulations**

The Contractor shall be responsible for completing all formalities and submitting the test certificates as per prevailing rules and regulations from a recognized laboratory as per requirement.

### **1.4 Exceptions to Specification**

Any exception or deviation from this specification or the codes and standards shall be listed separately in the Contractor's "List of Deviations ". Any exception, which shall not be listed, shall not be considered later.

### **1.5 Availability of Specifications, Drawings at Site**

The Contractor shall ensure at his own cost the permanent availability of this specification and drawings on site where applicable.

### **1.6 Discrepancies in Tender Documents and Drawings**

The Contractor shall carefully examine the documents and drawings and if he finds any discrepancies or omissions from the specifications, Bill of Quantities/ Schedule of Prices or drawings, or is in doubt as to the meaning, he shall at once notify the Engineer or his representative for receiving his instructions before proceeding with the works. If such defective or modified work is carried out by the Contractor on his own, he shall rectify the same at his own cost.

### **1.7 Measurement of Works**

The quantities set out in the Bill of Quantities/ Schedule of Prices are the estimated quantities and they shall not be taken as actual and correct quantities of work to be executed by the Contractor. The Contractor shall carry out actual measurement of works at the site.

### **1.8 Drawings and Data**

The Contractor shall provide dimensional outline drawings, arrangement drawings and technical data for the equipment offered, for the approval of Engineer or his representative.

### **1.9 Labor and Staff of Contractor**

The Contractor shall provide / furnish and arrange for:

- Skilled and unskilled labor required for performing the works in accordance with the technical specifications and drawings within the agreed time schedule.
- Supervisory technical staff with appropriate experience and requisite expertise to ensure quality of work performed.
- Supervisory administration and clerical staff to ensure smooth functioning of the activities at site.
- Construction equipment, muggers, tools, etc.

The Contractor shall supply all labor, materials and equipment necessary for the installation of low voltage distribution boards, cables, lighting and power equipment, together with all other apparatus shown on the drawings and as detailed in the specification.

### **1.10 Work Completion**

The Contractor shall further make good, repair, replace all defective works and clear away on completion and leave all installations in perfect working order and to the satisfaction of the Employer or his representative.

### **1.11 MEASUREMENT AND PAYMENT**

The quantities to be measured and paid as given in the Bill of Quantities.

## TECHNICAL SPECIFICATIONS

For Technical Specification refer NHA's General Specification 1998. All the bidders should obtain the copy of specifications from NHA