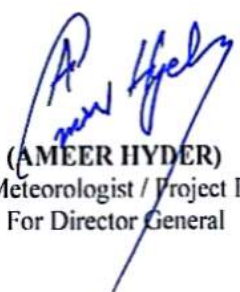




No. :SRD-2(3)/Civil Work/210/2025-26
GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE
PAKISTAN METEOROLOGICAL DEPARTMENT
Headquarters' Camp Office, Met. Complex, University Road, Karachi.

INVITATION FOR BIDS

1. Pakistan Meteorological Department (PMD), through Project Director/Chief Meteorologist, Meteorological H.Q.'s Camp Office, Meteorological Complex, University Road, Karachi invites sealed bids from eligible firms licensed by the Pakistan Engineering Council in the appropriate category (C5 or Above: in Civil & General E&M categories) and duly registered and active with the taxation departments of the Sindh province and FBR, for the Work, **Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)** with an estimate/NIT amount of Rs. 37,523,162/- (As per Pak PWD schedule-2022) which will be completed in 364 Days.
2. The Employer invites sealed bids inclusive of all taxes (SST, I.T etc.) and market fluctuation on **single- stage one envelope** bidding procedure basis from eligible bidders prequalified for the above stated Works.
3. Bidders may obtain further information from, inspect at from the office of the Project Director/Chief Meteorologist, Meteorological H.Q.'s Camp Office, Meteorological Complex, University Road, Karachi.
4. All bids must be accompanied by a Bid Security in form of Call Deposit Receipt (CDR) amounting to 2% of the bid amount in favor of Director General Meteorological Services, Karachi and must be delivered in original.
5. All the firms are directed to quote their bids online through EPAD as well as original bids must be submitted in hard form to Chief Meteorologist /Project Director, Met. H.Q.'s Camp Office, Met. Complex, University Road, Karachi. at or before 1030 PST, on **6th May, 2026**. Bids will be opened at 1100 PST on the same day in the presence of bidders' representatives, at the same address
6. This office reserves the right to accept or reject any offer or complete tender according to PPRA Rules 2004.
7. Detailed Specifications can be downloaded from websites:
 - a. www.ppra.gov.pk
 - b. www.pmd.gov.pk
 - c. www.epads.gov.pk


(AMEER HYDER)
Chief Meteorologist / Project Director
For Director General

N.I.T.

-: Name of Work:-

**INSTALLATIION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Description	Estimated Cost		Rate Quoted by the Contractor
(I):- Schedule Items:-			
SH-I: Hostel Building Civil Work	Rs.	29,655,035	
SH-II: WS & SI	Rs.	1,979,558	
SH-III: Electrification (Internal)	Rs.	2,619,513	
SH-IV: Boundary Wall	Rs.	2,087,463	
SH-V:- Road & Paths.	Rs.	592,712	
Total :- (a)	Rs.	36,934,282	
(II):- Non-Schedule Items:-			
SH-I: Hostel Building Civil Work	Rs.	175,000	
SH-III: Electrification (Internal)	Rs.	413,880	
Total :- (b)	Rs.	588,880	
Grand Total :- (a+b)	Rs.	37,523,162	

ABSTRACT OF COST

-: Name of Work:-

**INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Sr	Item of work	Qty	Rate	Unit	Amount	
Sub Head:- Building Civil Work.						
(A):- Schedule Items						
1	Excavation for raft foundations, underground tanks and septic tanks (rectangular or square) in all kinds of soil (except gravelly and murum soil wet silt, clay or mud, conglomeration of gravel and boulders, soft, sandy or disintegrated and hard rock) and back filling the excavated material all round the trenches including breaking clods, watering, consolidation by ramming in layers not exceeding 9 inches in depth to full compaction, dressing and disposal of surplus excavated stuff as directed, lead up to one chain and lift upto 5 feet. (a):- 0' to 5'	11968	Cft	1,624.63	%Cft	194,436
	(b):- 5' to 8'.	2344	Cft	1,862.13	%Cft	43,648
2	Providing and laying 1:4:8 (1 cement 4 sand and 8 coarse aggregate) cement concrete using Crush graded boulders 1 inches and down gauge in foundation including levelling, compacting and curing etc. complete.	1123	Cft	21,744.25	%Cft	244,188
3	Providing and layaing out Termite proofing in foundations, under floors and wood work surface with a solouion using of confront TC with water and spraying the solution of the area to be treated as completed as per direction of Enmgineer Incharge.	6103	Sft	13.13	P-Sft	80,132
4	Providing and laying reinforced cement concrete using sand and crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in raft or strip foundation with columns and pillars, of any shape including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in foundation basement and plinth	3531	Cft	33,203.65	%Cft	1,172,421
5	roviding and laying reinforced cement concrete using sand and crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in columns of square or rectangular shape of regular section including form work and its removal, compacting and curing etc. but excluding the cost of reinforcement, in foundation basement and plinth .	186	Cft	43,741.87	%Cft	81,360

Sr	Item of work	Qty	Rate	Unit	Amount
6	Providing a coat of bitumen emulsion at 10 Lbs. per % sft. on walls and floor in ground floor.	455 Sft	1,010.75	%Sft	4,599
7	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls 9 to 13-1/2 inches thick including scaffolding, raking, out joints and curing etc. complete in foundation, basement and plinth (foundation and basement masonry upto 5-feet depth and plinth upto 4-feet height from ground level.	1675 Cft	38,582.85	%-Cft	646,263
8	Supplying earth from approved outside sources within a radius of 5 miles including digging, loading and unloading and filling in foundation trenches, plinth or under floor, etc. including breaking clods, dressing, watering and consolidation by ramming in layers not exceeding 9 inches in depth to full compaction complete.	5277 Cft	3,254.05	%-Cft	171,716
9	Providing and laying reinforced cement concrete using Lawrancepure sand and crushed grade boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in plinth beams of required shape and design including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in foundation basement and plinth.	636 Cft	40,365.27	%Cft	256,723
10	Providing and laying reinforced cement concrete using crushed grade boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3750 lbs. per sq inch at 28 days with a mix not leaner than 1:1-1/2:3 in columns of square or rectangular shape of regular section, using lawrenecepur sand including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the. (a):- Ground Floor.	531 Cft	58,279.31	%-Cft	309,463
	(b):- First Floor.	500 Cft	61,090.77	%-Cft	305,454
	(c):- Second Floor.	225 Cft	63,301.36	%-Cft	142,428

Sr	Item of work	Qty	Rate	Unit	Amount	
11	Providing and laying reinforced cement concrete using sand and crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in straight beams, lintels, cantilever beams of required shape or section including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	858	Cft	47,322.89	%-Cft	406,030
	(b):- First Floor.	834	Cft	50,134.35	%-Cft	418,120
	(c):- Second Floor.	275	Cft	52,344.94	%-Cft	143,949
12	Providing and laying reinforced cement concrete using Lawrancepur sand and crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in straight stairs and landing of required section including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	94	Cft	57,830.03	%-Cft	54,360
	(b):- First Floor.	94	Cft	60,641.49	%-Cft	57,003
13	Providing and laying reinforced cement concrete using sand and crushed graded boluders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in ordinary slab 5 inches to 6 inches thick including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	1035	Cft	45,587.16	%-Cft	471,827
	(b):- First Floor.	897	Cft	48,398.62	%-Cft	434,136
	(c):- Second Floor.	311	Cft	50,609.21	%-Cft	157,395

Sr	Item of work	Qty	Rate	Unit	Amount
14	Providing and laying reinforced cement concrete using sand and crushed graded boluders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in ordinary cantilevered horizontal sunshede or chajja tapered or straight average 3 inches to less then 5 inches thick including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	29 Cft	52,656.75	%-Cft	15,270
	(b):- First Floor.	29 Cft	55,468.21	%-Cft	16,086
	(c):- Second Floor.	42 Cft	57,678.80	%-Cft	24,225
15	Providing and laying reinforced cement concrete using sand and crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in precast shelves 1-1/2 inches to 2 inches thick including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	38 Cft	69,803.62	%-Cft	26,525
	(b):- First Floor.	38 Cft	72,615.08	%-Cft	27,594
	(c):- Second Floor.	13 Cft	74,825.67	%-Cft	9,727
16	Providing and laying hard grade ribbed deformed (minimum yield point 60,000 psi) reinforcement bars with & including the cost of straightening, cutting, bending, binding, wastage, and such overlaps as are not shown in the drawings, placing in position on cement concrete 1:2:4 precast or M.S. Chairs, Tying with binding wire, cost of chairs and wires etc. in all kinds of RCC work in foundation, basement, plinth and ground floor of building including septic tanks and under ground tanks and in projections for future extension . (a):- Ground Floor.	23679 Kg	282.45	P.Kg	6,688,134
	(b):- First Floor.	9472 Kg	286.89	P.Kg	2,717,422
	(c):- Second Floor.	3564 Kg	291.33	P.Kg	1,038,300

Sr	Item of work	Qty	Rate	Unit	Amount
17	Providing and laying 2 inches thick damp proof course with cement concrete 1:2:4 cast in situ using graded screened bajri of 3/4 inch and down gauge including compacting, curing, form work and its removal etc. complete with applying a coat of hot bitumen (maxphalt 80/100 or equivalent) using 35 Lbs. per hundred square feet on damp proof course after complete drying and cleaning the surface .	112 Sft	8,526.80	%-Sft	9,550
18	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls 9 to 13-1/2 inches thick including scaffolding, raking, out joints and curing etc. complete in superstructure... (a):- Ground Floor.	2587 Cft	41260.97	%-Cft	1,067,421
	(b):- First Floor.	2587 Cft	43602.06	%-Cft	1,127,985
	(c):- Second Floor.	1028 Cft	45455.56	%-Cft	467,283
19	Providing and laying first class solid burnt brick masonry set in cement mortar 1:4 in straight or curved walls 4-1/2 inches and less in thick including scaffolding, raking, out joints and curing etc. complete in superstructure... (a):- Ground Floor.	49 Cft	44318.47	%-Cft	21,716
	(b):- First Floor.	49 Cft	46659.56	%-Cft	22,863
	(c):- Second Floor.	150 Cft	48,513.06	%-Cft	72,770
20	1/4" thick cement plaster 1:3 on soffits of ceiling, cantilever slabs, sides and soffits of beams etc., in basement, mezzanine and ground floor including making edges, corners and curing etc., complete . (a):- Basement & Ground Floor.	1975 Sft	4014.7	%-Sft	79,290
	(b):- First Floor.	1758 Sft	4322.2	%-Sft	75,984
	(c):- Second Floor.	566 Sft	4558.45	%-Sft	25,801

Sr	Item of work	Qty	Rate	Unit	Amount
21	1/2" thick cement plaster 1:4 on walls and columns etc. in cement, plinth, mezzanine and ground floor including making sides, corners, and curing etc complete.... (a):- Basement & Ground Floor.	6602 Sft	4381.84	%-Sft	289,289
	(b):- First Floor.	6362 Sft	4689.34	%-Sft	298,336
	(c):- Second Floor.	4132 Sft	4925.59	%-Sft	203,525
22	3/4" thick cement plaster 1:4 on walls and columns etc. in cement, plinth, mezzanine and ground floor including making sides, corners, and curing etc complete.... (a):- Basement & Ground Floor.	144 Sft	5,335.06	%-Sft	7,682
	(b):- First Floor.	144 Sft	5,745.06	%-Sft	8,273
23	Extra if deep cut grooves of approved sizes and design are made on plastered surface of any description in any floor	288 Sft	2,287.50	%-Sft	6,588
24	Water proofing of roof slab using Bituflex @ 10 Kg per % sft in three coats, i/c cleaning /scraping the extra mortar etc. from the roof surface, and washing the surface with water and filling the depressions using Bituflex: sand mortar .Applying one primer coat, over moist surface using a mix of 50 %Bituflex and 50 % water blirled the surface with saul any floor in any light.	2037 Sft	1,243.06	%-Sft	25,321
25	Providing and fixing of diamond jumbolon insulation board 2" thick and polyphonesheet over diamond jumbolon insulation board for roof insulation as per direction of the Engineer Inchage in any floor in any height.	1880 Sft	171.91	P-Sft	323,191
26	Providing and laying 1:9 cement concrete using screened graded bajri 3/4 inch and down gauge In terracing 3 inches average thickness to required slope in panels including form work, consolidation, finishing, curing etc. and painting the surface with plastic bitumen No. 4 at the rate of 15 lbs per hundred square feet blirled with sand at the rate of 2 cubic feet per hundred square feet complete" on ground floor roof.	2073 Sft	8,229.59	%-Sft	170,599

Sr	Item of work	Qty	Rate	Unit	Amount
27	Supplying stacking and filling sand of approved quality from outside sources in foundation, trenches, plinth or under floor, etc. including dressing, watering and consolidation by ramming in layers not exceeding 9 inches in depth to full compaction and lift upto 5 feet.	1590 Cft	4,869.94	%-Cft	77,432
28	Providing and laying 1:4:8 cement concrete bed under floors using graded stone ballast 2 inches and down gauge with levelling and ramming, watering and curing etc. complete..	1125 Cft	22,036.75	%-Cft	247,913
29	Providing and laying in situ 1:2:4 (1 cement 2 sand and 4 coarse aggregate) cement concrete using crushed graded boulders 3/4 inch (19 mm) and down gauge in foundation, basement and plinth including form work, compacting, curing and removal of form work etc. complete, foundation and basement up to 5 feet (1.52 m) depth and plinth up to 4 feet (1.2 m) height from ground level . (a):- Ground Floor.	385 Cft	39,059.08	%-Cft	150,377
	(b):- First Floor.	385 Cft	39,795.33	%-Cft	153,212
	(c):- Second Floor.	67 Cft	40,389.08	%-Cft	27,061
30	Providing and laying light colour, glazed/non skid vitrified porcelean tiles (Polished) exceeding 3600 Sqcm each, (Pak made) on walls and floors, in any floor, laid with dry bond (stile bond) over a base of 1" thick cement mortar (1:3) including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge.	3827 Sft	49,798.24	%-Sft	1,905,779
31	Providing and laying floor of 3/4 inches thick Granite stone Pakistani Original more than 3 sq. ft. upto 5 Sq. ft. size fine dressed on the surface without winding in ground floor over 1 inch lime mortar 1:2 setting the marble tiles with grey cement slurry including curing rubbing and polishing etc. complete, including the cost of mortar. (a):- Ground Floor.	256 Sft	81,539.13	%-Sft	208,740
	(b):- First Floor.	205 Sft	82,132.88	%-Sft	168,372
32	Extra for making nosing of treads as per design and instructions of the Engineer-in-Charge ..	192 Rft	131.25	P-Rft	25,200

Sr	Item of work	Qty	Rate	Unit	Amount
33	Providing and laying floor of 6mm (approx: 1/4") thick coloured glazed tiles More than 1 sq.ft upto 2 sq.ft. of master make (Pakistani) first grade in ground floor laid over 1" (25mm) thick cement mortar 1:2 (1 cement and 2 sand) including jointing and washing the tiles with white cement slurry a matching colour (by using pigment in white cement) and curing etc. complete.	665 Sft	42,108.61	%-Sft	280,022
	(b):- First Floor.	665 Sft	42,702.36	%-Sft	283,971
34	Providing and fixing 1/4 inches or 6.4 mm (approx.) thick approved Pakistani make white glazed tiles upto 1.50sq feet to 3. sq. ft size in dado and skirting in ground floor, over 1/2 inch (13 mm) thick base of cement mortar 1:3 setting of tiles in slurry of grey cement over mortar base including filling the joints and washing the tile with white cement slurry curing and cleaning etc. complete .	160 Sft	31,498.72	%-Sft	50,398
	(b):- First Floor.	160 Sft	32,261.22	%-Sft	51,618
	(c):- Second Floor.	54 Sft	32,833.72	%-Sft	17,730
35	Providing and fixing M.S. moulded steel door frames of 10" x 2-1/2" manufactured from mild steel sheet of 18 gauge conforming to B.S.S. 1245 having a double rebate size 1-1/2" x 1/2" provision of 3 Nos. M.S. plate, section 1-1/2" x 1/4" (2 Nos. 6 inch long welded with frame at not less than 10 points and 1 Nos. 12 inch long welded with frame at not less than 20 points), with holes and threads for fixing steel hinges, fitted with one locking box of same sheet (point welded inside the frame), 6 Nos. 6 inches long flat iron fixing lugs of 1-1/4" x 3/16" section, treated with special red oxide primer coat all around including cutting holes and filling the cavity with cement concrete 1:2:4 etc. in any floor at any height complete as directed by the Engineer-in-Charge	316 Rft	693.86	P-Rft	219,260
36	Providing and fixing ward robe 24" deep consisting 19mm thick laminated sheet on bottom ,top sides partition shelves & shutters etc. and 4mm thick pressed on back side , 2-1/2" x 1-1/4" best quality deodar wood frame and allopen edges filled 3/4" molding PVCgols completei/c the cost of glue ironnails screws,heavy type piano hinges,1/2" handles catcher locks etccomplete theas perdirection ofthe engineer incharge.	572 Sft	1,289.74	P-Sft	737,731

Sr	Item of work	Qty	Rate	Unit	Amount
37	Providing and fixing 1-1/2 inches (38 mm) thick solid core deodar wood flushed veneered door shutters, with and including the cost of commercial plywood facing 3 mm. thick (3 ply) on both faces, fixed over best quality deodar wood frame 2 inches wide around 6 inches wide lock rail and 2nd class deodar wood solid core, i/c., 1/4 inch thick best quality deodar wood lipping on all sides as per approved drawing, manufactured under power driven hydraulic press, including the cost of approved iron fittings but excluding the cost of handles and locking arrangement.	280 Sft	1,448.56	P-Sft	405,597
38	Providing and fixing 1-1/2 inches (38 mm) thick best quality deodar wood wire gauze shutters fully wire gauzed with galvanized iron wire gauze of 24 gauge and 12 mesh to an inch (25 mm) with approved iron butt hinges, spring hinges, tower bolts etc., as required .	280 Sft	1,438.93	P-Sft	402,900
39	Providing and fixing fully glazed Champagne anodized aluminium Sliding windows as per British standard manufactured by Lucky,Alcop, Krudson, Pakistan cable and A.C.P (fixing through their approved fabricators), Prime model box section 101mm x 30mm and 2mm thick including the cost of aluminium netting ,fittings, with all accessories cutting hole etc. and making good damages to walls etc. complete as required in any floor as per direction of engineer-in-charge, but excluding the cost of glass pans.	320 Sft	1,367.19	P-Sft	437,501
40	Providing and fixing fully glazed Champagne anodized aluminium Fixed windows Partition as per British standard manufactured by Lucky, Alcop, Krudson, Pakistan Cables and A.C.P. (fixing through their approved fabricators), Economy model box section 76.2mm x 38.1mm and 1.6mm thick including the cost of aluminium fittings, with all accessories cutting hole etc. and making good damages to walls etc. complete as required in any floor as per direction of engineer-in-charge, but excluding the cost of glass pans.	48 Sft	859.72	P-Sft	41,267
41	Providing and fixing fully glazed Champagne anodized aluminium Hinged door with frame as per British standard manufactured by Lucky, Alcop, Krudson, Pakistan Cables and A.C.P. (Deluxe model section, 101.6mm x 30mm and 2mm thick including the aluminium fittings, with all accessories cutting hole etc. and making good damages to walls etc. complete as required in any floor as per direction of engineer-in-charge, but excluding the cost of glass pans.	102 Sft	1,840.63	P-Sft	187,744

Sr	Item of work	Qty	Rate	Unit	Amount
42	Providing and fixing Tinted glass panes 5mm thick to M.S. Box pipe / Aluminium doors, windows and ventilators etc including the cost of labour but excluding the cost of M.S. square pipe beading, rubber packing and screw in any floor at any height.	470 Sft	371.82	P-Sft	174,755
43	Providing and fixing iron grills with required section of flat iron as per approved design including welding all sides of the section at the junction and fixing with sunk iron screws, painting two coats of red oxide paint etc. complete as required in any floor in wooden frame .	1199 Kg	290.89	P-Kg	348,850
44	Providing and fixing 2" dia stainless steel pipe (18gauge) railing alongwith 4 Nos 3/4" dia parallel pipe having s/s pipe vertical post 2"dia at 3 ft c/c average spacing and 4" dia vertical post at start turning and end point including cost of labour, welding charges fitting & fixing in marble floor and wall etc complete as per direction of the Engineer Incharge.	112 Rft	2,234.38	P-Rft	250,251
45	Providing and fixing with brass screw or specially supplied screws hydraulic door closer of approved design No. 707, Japan make, cutting wood etc., to required shape and size as per direction of the engineer-in-Charge	10 No	8,706.25	Each	87,063
46	Providing and fixing with brass screws door lock handle type of approved design (Hungry Make) cutting wood etc.to required shape and size with two operating keys as per direction of the Engineer in Charge.	18 No	4,024.38	Each	72,439
47	Providing and fixing approved brass handles 5" (127 mm) size heavy type with necessary brass screws .	18 No	357.74	Each	6,439
48	Providing and laying 3/8" thick marble patties (Pannel strips) upto 1"depth in floor and dado of any description in all floor.	187 No	17.38	Each	3,250
49	Providing and fixing 4" dia polyvinyle chloride rain water (PVC) down pipe with mild steel clamps,bolts andnuts fixed in cement concrete 1:2:4etc. complete.	123 Rft	718.67	%Rft	88,396

Sr	Item of work	Qty	Rate	Unit	Amount
50	Providing and fixing 4" dia polyvinyle chloride (PVC) bend of any degree for rain water down pipe with clamps,bolts and nuts in cement concrete 1:2:4 etc. complete.	14 Nos.	1,748.13	Each	24,474
51	Providing and laying gola 3" x 3" (76 mm x 76 mm) concrete 1:2:4 using graded screened bajri at junction of roof slab and walls and finished with cement plaster 1:4 including curing etc. complete.	318 Rft	3,202.36	%Rft	10,184
52	Tuck or weather struck pointing on brick work with cement mortar 1:3 (one cement and three sand) in plinth and ground floor including raking out joints, curing etc., complete.. (a):- Ground Floor.	384 Sft	3,449.57	%-Sft	13,246
	(b):- First Floor.	384 Sft	3,888.95	%-Sft	14,934
53	Painting with (ICI) Dulux plastic emulsion paint VIP of approved shade two coats over and including the cost of one priming coat complete over plastered surface at any height in any floor .	13746 Sft	6,737.38	%-Sft	926,120
54	Painting three coats with weather shield paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	6329 Sft	4,408.75	%-Sft	279,030
55	Painting wood work with synthetic enamel paint of approved make and shade two coats over and including the cost of one priming coat complete at any height in any floor .	840 Sft	5,954.86	%-Sft	50,021
56	Painting iron work with synthetic enamel paint of approved make and shade two coats over and including the cost of one priming coat complete at any height in any floor	949 Sft	6,071.25	%-Sft	57,616

Sr	Item of work	Qty		Rate	Unit	Amount
57	Providing and fixing plaster of Paris 19mm thick false ceiling including T & L angle clips jointing clips and GI wire etc complete as required in any floor.	3238	Sft	120.23	P-Sft	389,305
58	Proving & fixing kitchen floor cabinet making of shutter board box & 3/4" thick high glass lamination lasani shutter , PVC beading , deodar wooden frame 2.5"x1.25" size making tray drawer of approved design etc. fixed with rawal plugs,screws i/c the cost of glue iron nails hings, handles etcas per drawing. complet the as per direction of engineer incharge.	75	Sft	1,552.45	P-Sft	116,434
Total:- (A)						29,655,035
(B):- Non-Schedule Items						
1	Providing and fixing WPC (wood plastic composite) bath doors with frame complete in all respect (appvored Make) with 4mm to 6mm thickness wall as approved by Engineer-in-charge including iron fittings etc., complete but excluding the cost of handles and locking arrangement.	140	Sft	1,250.00	P-Sft	175,000
Total:- (B)						175,000
Grand Total:- (A+B)						29,830,035

ABSTRACT OF COST

-: Name of Work:-

**INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Sr	Item of work	Qty	Rate	Unit	Amount
Sub Head:- Water Supply & Sanitary Fitting					
(A):- Schedule Items					
1	Providing and fixing best quality squatting type earthen ware W.C. pan (porta or equivalent) complete with and including the cost of 13.6 liter best quality low level plastic slushing cistern with internal fittings complete , PVC flushing pipe suitable for squatting type with extra bend and length with fittings, PVC trap 4 inches (100 mm) dia making requisite number of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4	6 Nos.	19,665.00	Each	117,990
2	Providing and fixing best quality white glazed earthenware Two piece toilet (commode) coupled with flush tank (Porta or equivalent) complete with and including cost of plastic seat with Buffers, with internal fittings complete.	2 Nos.	25,375.00	Each	50,750
3	Providing & fixing best quality earthen ware vanity basin (porta or equivalent) standard size (white/light color) and including the cost of 1-1/4" rubber plug and chrome plated brass chain pvc waste pipe 1-1/4" dia of approved pattern etc. complete	8 Nos.	16,420.63	Each	131,365
4	Providing and fixing bath room accessories set of 6 pieces consist of one shelf, one towel rod with bracket, one towel ring, one soap dish, one tooth brush holder with glass, one tissue paper holder, one double hook etc. complete of approved quality as per direction of Engineer Incharge.	8 Nos.	11,812.20	Each	94,498
5	Providing and fixing approved quality stainless steel sink 33" x 18" Pak made (Atlas) complete with brass oxidized bolt kit/angle iron brackets built into walls 1/2" dia CP sink mixer 1-1/4" rubber plug and CP brass chain 1-1/4" CP brass waste 1-1/4" dia malleable iron or CP brass bottle trap with malleable iron or brass unions and making requisite number of holes in walls, plinth and floor for pipe connections and making good in cement concrete 1:2:4	1 Nos.	16,495.00	Each	16,495
6	Providing 1/2 inch dia plastic connection complete with a 1/2 inch dia brass stop cock two brass outs and lining jointed to plastic pipe.	28 Nos.	824.50	Each	23,086

Sr	Item of work	Qty	Rate	Unit	Amount
7	Providing and fixing 24 inch x 18 inch looking mirror of imported glass 5mm thick fixing with CP clamps and screws.	8 Nos.	3,045.74	Each	24,366
8	Providing and fixing 24" x 3/4" dia approved quality of chrome plated brass towel rail complete with brackets fixed with 1" long CP brass screws and rawal plug.	8 Nos.	2,475.50	Each	19,804
9	Providing and fixing chromium plated Muslim bib cock without Muslim Shower of approved quality including flexible pipe complete.	8 Nos.	3,381.75	Each	27,054
10	Providing and fixing 1/2 inches dia. CP bib cocks.	5 Nos.	1,130.40	Each	5,652
11	Providing and fixing 1/2 inches dia. CP Stop cocks.	40 Nos.	1,230.40	Each	49,216
12	Providing and fixing CP Mixer 1/2 inches (Faisal/Master or equivalent) lever type Pakistani complete in all respect.	8 Nos.	10,750.00	Each	86,000
13	Providing and fixing 1/2 inches dia full way gun metal valves with wheels threaded or flanged ends with rubber washers (standard pattern).... (a):- 2" dia	1 Nos.	8,699.40	Each	8,699
	(b):- 1" dia	4 Nos.	4,012.90	Each	16,052
	(c):- 3/4" dia	8 Nos.	2,017.90	Each	16,143
	(d):- 1/2" dia	8 Nos.	1,405.40	Each	11,243

Sr	Item of work	Qty	Rate	Unit	Amount
14	Providing manhole type 'A' size 2 feet x 1-1/2 feet or (inside dimensions) x 2 feet deep as per approved design and specifications complete for 4 inches to 12 inches dia pipes up to 3 feet-11 inches depth with cast iron cover and frame 16 inches dia, inside or 63.5 kg. fixed in 4 inches thick RCC 1:2:4 slab, 8 inches thick c.c. 1:3:6 block masonry walls set in 1:3 c.m; 6 inches thick 1:3:6 c.c. in foundation 1:2:4 c.c. in benching, 1/2 inches thick cement plaster in 1:3 C.M. to all inside wall surface, channels and benching etc. and to top including making requisite umber of main and branch channels but excluding the cost of excavation back filling and disposal of excavated stuff, manhole cover and frame.	6 Nos.	13,411.31	Each	80,468
15	Add for extra depth beyond 2 feet and up to 3 feet-11 inches for 'A' type manholes (for depth lesser than 2 feet or 610 mm deduct at the same rate)..	24 Inch	333.79	P-Inch	8,011
16	Providing manhole type 'B' size 3 feet x 2-1/2 feet (inside dimensions) x 4 feet deep as per approved design and specifications complete 4 inches to 12 inches dia. pipes 4 feet to 7 feet-5 inches depth with cast iron cover and frame 18 inches dia. (inside) weight -1 Cwt. 3 Qtrs.in 6 inches thick RCC 1:2:4 slab, 8 inches thick c.c. 1:3:6 block masonry walls set in 1:3 c.m. 6 inches thick, 1:3:6, c.c in foundation 1:2:4 c.c in benching, 1/2 inch thick cement plaster in 1:4 c.m. to all inside wall surfaces, channels and benching etc. and to top including providing and fixing cast iron foot rest at every foot of depth and making requisite number of main and branch channels complete but excluding the cost of excavation, back filing, disposal of excavated stuff manhole cover and frame.	3 Nos.	31,974.81	Each	95,924
17	Add for extra depth beyond 4 feet and upto 7 feet-5 inches for 'B' type manholes including cost of cast iron foot rest at every foot of depth (for depth lesser than 4 feet or 1.22 m deduct at the same rate)...	24 inch	562.26	Per Inch	13,494
18	Providing & fixing C.I Cover & Frame 16" dia weight 1 cwt 1 Qtr.	9 Nos.	22,876.56	Each	205,889
19	Providing and fixing Un Platisized Polyvinyl Chloride Pipe (u.P.V.C) "E" class with specials) and clamps etc., including cutting and fitting, complete with and including the cost of breaking through walls and roof and making good etc.; after cleaning the pipe and cartage within 10 miles. (a):- 2" dia	40 Rft	448.80	P-Rft	17,952
	(b):- 3" dia	150 Rft	520.97	P-Rft	78,146
	(c):- 4" dia	180 Rft	719.12	P-Rft	129,442
	(d):- 6" dia	100 Rft	867.31	P-Rft	86,731

Sr	Item of work	Qty	Rate	Unit	Amount
20	Providing R.C.C. pipes and collars of class 'B' and fixing in trench including cutting, fitting and jointing with maxphalt composition and cement mortar (1:1) and back filling the excavated material in trench including testing with water to a pressure head of 50 feet and cartage within 10 miles for. 9 inches dia. pipe..	50 Rft	463.49	P-Rft	23,175
21	Providing and fixing PPRC Pipe PN-20 with specials and clamps etc. including cutting and fitting complete with and including the cost of breaking through walls and roof and making good etc after cleaning the pipe and caartage within 10 Mils. (a):- 25MM	120 Rft	215.32	P-Rft	25,838
	(b):- 32MM	300 Rft	320.26	P-Rft	96,078
	(c):- 40MM	350 Rft	433.66	P-Rft	151,781
	(d):-50MM	150 Rft	747.61	P-Rft	112,142
22	Providing and fixing Polyethylene Pipe (HDPE) (PN-16) with specials including cutting and fitting complete cartage within 10 miles (a):- 50 mm e/d	200 Rft	295.13	P-Rft	59,026
23	Providing and fixing water tank made of food grade polyethylene material 400 gallon (Supper tuff) i/c cost of specials and cartage upto site as per direction of Engineer in charge.	4 Nos.	20,437.50	Each	81,750
24	Providing and fixing cast iron foot valve with flanged ends complete with a strainer suitable for fixing to 1 inch dia. suction pipe including 1/8 inches thick rubber washer...	4 Nos.	1,118.75	Each	4,475
25	Excavation in all kinds of soil, murum, hard, average or soft including lift up to 5 feet and lead up to one chain..	588 Cft	1,840.90	%Cft	10,824
Total:-					1,979,558

ABSTRACT OF COST

-: Name of Work:-

**INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Sr.	DESCRIPTION	QTY	RATE	UNIT	AMOUNT
Sub Head:- Boundary Wall					
1	Excavation for foundation trenches and drains in all kinds of soil (except gravelly and murum soil, wet silt, clay or mud conglomeration of gravel and boulders, soft, sandy or disintegrated sandy and hard rock) and back filling the excavated material in foundation, plinth or under floor including breaking clods, watering, consolidation by ramming in layers not exceeding 9 inches in depth to full compaction, dressing and disposal of surplus excavated stuff as directed, lead upto one chain and lift upto 5 feet .	1,989	Cft	1,624.63	%Cft 32,314
2	Providing and laying 1:4:8 cement concrete using graded stone ballast 2 inches and down gauge in foundation including levelling, compacting and curing etc. complete.	332	Cft	21,744.25	%Cft 72,191
3	Providing and laying reinforced cement concrete using crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in raft and strip foundation with column and pillar required shape or section including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the...	497	Cft	33,203.65	%Cft 165,022
4	Providing and laying reinforced cement concrete using crush graded Boulder 3/4 inch (19 mm) and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch (20.69 N/mm ²) at 28 days with a mix not leaner than 1:2:4 in columns of square or rectangular shape of regular section including form work and its removal, compacting and curing etc. but excluding the cost of reinforcement, in foundation basement and plinth.	47	Cft	43,741.87	%Cft 20,559
5	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls Morethen 13-1/2 inches thick including scaffolding, raking, out joints and curing etc. complete in foundation, basement and plinth (foundation and basement masonry upto 5-feet depth and plinth upto 4-feet height from ground level.	450	Cft	36,129.72	%Cft 162,584

Sr.	DESCRIPTION	QTY		RATE	UNIT	AMOUNT
6	Providing and laying reinforced cement concrete using crush graded Boulder 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in plinth beams of required shape and design including form work and its removal, compacting and curing etc. but excluding the cost of reinforcement, tn foundation basement and plinth	166	%Cft	40,365.27	%Cft	67,006
7	Providing and laying reinforced cement concrete using crush graded Boulder 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in columns of square or rectangular shape of regular section including form work and its removal, compacting and curing etc. but excluding the cost of reinforcement, in Ground Floor Superstructure.	95	%Cft	52,698.67	%Cft	50,064
8	Providing and laying reinforced cement concrete using crushed graded boulders 3/4 inch and down gauge having a minimum works cube crushing strength of 3000 lbs. per sq inch at 28 days with a mix not leaner than 1:2:4 in straight beams, lintels, cantilever beams of required shape or section including form work and its removal, compacting, leveling and curing etc. complete but excluding the cost of reinforcement, in the... (a):- Ground Floor.	75	Cft	47,322.89	%Cft	35,492
9	Providing and laying hard grade ribbed deformed (minimum yield point 60,000 psi) reinforcement bars with & including the cost of straightening, cutting, bending, binding, wastage, and such overlaps as are not shown in the drawings, placing in position on cement concrete 1:2:4 precast or m.s. chairs, tying with binding wire, cost of chairs and wires etc. in all kinds of RCC work in foundation, basement, plinth and ground floor of building including septic tanks and under ground tanks and in projections for future extension .	2,489	Kg	282.45	P-Kg	703,043
10	Providing and laying first class solid burnt brick masonry set in cement mortar 1:6 in straight or curved walls 9 to 13-1/2 inches thick including scaffolding, raking, out joints and curing etc. complete in ground floor superstructure .	864	Cft	41,260.97	%Cft	356,495
11	1/2" thick cement plaster 1:4 using sand on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners and curing etc., complete.	3,042	Sft	4,381.84	%-Sft	133,296

Sr.	DESCRIPTION	QTY		RATE	UNIT	AMOUNT
12	Painting three coats with weather shield paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	3,042	Sft	4,408.75	%Sft	134,114
13	Providing and fixing steel gate of flat iron sections of approved design with or without M.S. sheet covering including hold fast, with or without rollers and track arrangement including providing wicket shutter of required size with all accessories and locking arrangement complete as per direction of the Engineer-in-Charge.	410	Kg	346.44	P-kg	141,867
14	Painting iron work with synthetic enamel paint of approved make and shade two coats over and including the cost of one priming coat complete at any height in any floor .	221	Sft	6,071.25	%Sft	13,417
TOTAL						2,087,463

ABSTRACT OF COST

-: Name of Work:-

**INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Sr.	DESCRIPTION	QTY		RATE	UNIT	AMOUNT
Sub Head:- Road & Path						
1	Preparation of sub-grade over top of embankment already compacted to at least 95% modified A.A.S.H.O. maximum dry density with required dressing including cutting to required grade, camber and side slopes and disposal of surplus earth within three chains lead complete.	1,800	Sft	871.88	%Sft	15,694
2	Supplying stacking and filling sand of approved quality from outside sources in foundation, trenches, plinth or under floor, etc. including dressing, watering and consolidation by ramming in layers not exceeding 9 inches in depth to full compaction and lift upto 5 feet.	900	Cft	4,869.94	%Cft	43,829
3	Providing and laying 1:4:8 cement concrete in any thickness using 2" and down gauge stone ballast of approved grade and quality over prepared sub-grade or sand cushion in roads, paths, creeways laid to required gradient and camber including cost of necessary form work and its removal compacting with vibrators including curing etc. complete .	900	Cft	27,877.27	%Cft	250,895
4	Providing and laying in situ 1:2:4 cement concrete using crushed graded boulders 3/4 inch and down gauge in foundation, basement and plinth including form work, compacting, curing and removal of form work etc.complete, foundation and basement up to 5 feet depth and plinth up to 4 feet height from ground level.	100	Cft	39,059.08	%Cft	39,059
5	Providing and laying in floor C.C. 1:2:4: tuff paver 2-1/2" thick of approved design and colour pattern (average strength 7000 psi) laid on sand cushion filling of joint with sand and warring etc. complete as per direction of Engineer Incharge. (the cost of sand cushion is not included)	1,800	Sft	135.13	P-Sft	243,234
TOTAL						592,712

NIT

NAME OF WORK:-

**INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN.
(SUB HEAD:- HOSTEL BUILDING AT AIRPORT)**

Sub Head:- Electrical / Mechanical Installations

S.No	ITEMS	QTY	RATE	UNIT	AMOUNT	
<u>Schedule Items</u>						
<u>(Wiring Work)</u>						
1	2-3-01	Wiring for light or fan point with (3/.029") PVC insulated wire in 20 mm, (3/4") dia uPVC conduit recessed in the wall, column, roof , i/c 1mm ² s/c PVC insulated wire as ECC as required.	115 Pts	2836.00	P.Pts	326140
2	2-3-03	Wiring for two way light point with (3/.029") PVC insulated wire in 20 mm, (3/4")dia uPVC conduit recessed in the wall, column, roof , i/c 1mm ² , s/c PVC insulated wire as ECC as required.	4 Pts	3389.00	P.Pts	13556
3	2-3-04	Wiring for plug point with (3/.029") PVC insulated wire in 20mm (3/4") dia uPVC conduit recessed in the wall, column, roof, i/c 1mm ² , s/c PVC insulated wire as ECC as required.	38 Pts	1545.00	P.Pts	58710
4	2-7-03	Extension/Additional wiring for light, fan, call bell or light plug point, controlled with same switch with (3/.029") PVC insulated wire in 20 mm (3/4") dia uPVC conduit recessed in wall, column or roof i/c 1mm ² s/c, PVC insulated wire as ECC as required.	40 Pts	1179.00	P.Pts	47160
(A):- Total of SH:- Wiring Work. Rs. 445,566						
<u>(Submain Work)</u>						
5	2-35-01	Wiring for sub-main with 2x 1.5 mm ² , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20mm (3/4")dia uPVC conduit recessed in the wall, column & roof etc i/c 1mm ² PVC insulated wire s/c wire as ECC as required.	450 Mtrs	325.00	P.Mtr	146250
6	2-35-02	Wiring for sub-main with 2x 2.5 mm ² , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20mm (3/4")dia uPVC conduit recessed in the wall, column & roof etc i/c 1.5 mm ² PVC insulated wire s/c wire as ECC as required.	400 Mtrs	449.00	P.Mtr	179600
7	2-35-03	Wiring for sub-main with 2x 4 mm ² , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20mm (3/4")dia uPVC conduit recessed in the wall, column & roof etc i/c 1.5 mm ² PVC insulated wire s/c wire as ECC as required.	350 Mtrs	640.00	P.Mtr	224000

8	2-35-04	Wiring for sub-main with 2x 6 mm ² , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 25mm (1") dia uPVC conduit recessed in the wall, column and roof etc including 2.5 mm ² PVC insulated wire single core wire as ECC as required. for AC Circuit.	250 Mtrs	805.00	P.Mtrs	201250
9	3-2-01	Providing & laying 4 core, PVC insulated & PVC sheathed, 600/1000 volts grade with stranded copper conductor, armoured underground, L.T cable buried in the ground dully covered with sand and warning cable tiles as per Pak. P.W.D specification as required at site				
	b	16 mm ²	250 Rft	1490.00	P.Rft	372500
10	3-8-01	Providing and fixing Earthing set with 2'x2'x1/8" copper plate buried in the ground at a depth of 12 feet or less if water comes out from the ground level (with salt and charcoal, or Earthing chemical Powder) etc making the pit 12 feet deep by excavation of all type of soil (except soft or hard rock) i/c fixing of 8 SWG copper wire in 1/2 " G.I conduit complete in all respect as required.	2 Job	54979.00	P.Job	109958

(B):- Total of SH:- Submain Work. Rs. 1,233,558

(PVC Pipe)

11	2-61-07	S/F 25mm (1") dia uPVC conduit with all especial such as bends, sockets, Junction etc recessed in wall or column as required for phone / Etc.	50 Mtrs	181.00	P/Mtr	9050
12	2-61-09	S/F 40mm (1½") dia uPVC conduit with all especial such as bends, sockets, Junction etc recessed in wall or column as required.	80 Mtrs	293.00	P.Mtr	23440
13	2-61-10	S/F 50mm (2") dia uPVC conduit with all especial such as bends, sockets, Junction etc recessed in wall or floor as required.	30 Mtrs	384.00	P.Mtr	11520

(C):- Total of SH:- PVC Pipe Work. Rs. 44,010

(Electrical Accessories etc)

14	2-65-01	Providing & fixing 10 Amps Polycarbonate flame retardant S.P switch with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	115 Nos	294.00	Each	33810
15	2-65-02	P/F 10 Amps Polycarbonate flame retardant two way switch with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	4 Nos	348.00	Each	1392

16	2-65-03	P/F 10 Amps Polycarbonate flame retardant 2-Pin socket with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	20 Nos	321.00	Each	6420
17	2-65-04	P/F 10 Amps Polycarbonate flame retardant Bell Push with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	1 Nos	308.00	Each	308
18	2-65-05	P/F Polycarbonate flame retardant click type fan dimmer of all any sweep with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	12 Nos	689.00	Each	8268
19	2-65-06	P/F Polycarbonate flame retardant TV socket with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	8 Nos	556.00	Each	4448
20	2-65-07	P/F Polycarbonate flame retardant Digital Telephone socket with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	10 Nos	556.00	Each	5560
21	2-65-08	P/F 10Amps Polycarbonate flame retardant universal/schuko socket with fancy "Ivory" gang plate fixed on die fabricated, powder coated, metal board recessed in wall or column i/c connection as required. (MATRIX / SOK / TJ Series / TRUST make)	56 Nos	689.00	Each	38584
22	2-67-01	P/F 6 Amps plastic batten / Angle holder on PVC Round block / Round Cover fitted on surface i/c connection as required.	15 Nos	342.00	Each	5130
23	2-67-02	P/F 6 Amps plastic ceiling rose on PVC Round block / Round Cover fitted on surface i/c connection as required.	9 Nos	245.00	Each	2205
24	2-71-01	Providing & fixing 6 to 32Amps, S.P MCCB fixed on existing board, i/c inter-connection as required.	31 Nos	870.00	Each	26970
25	2-71-04	Providing & fixing 10 to 60Amps, (High Breaking Capacity) T.P MCCB fixed on existing board, i/c inter-connection as required.	2 Nos	10338.00	Each	20676

26	2-72-01	Providing & fixing 6 to 32Amps, DP MCCB fixed on existing board, i/c inter-connection as required.	2 Nos	2410.00	Each	4820
27	2-73-01	Providing & fixing Cubical type metal sheet Distribution Board with locking arrangement as per drawing, vermin protected duly powder coated paint i/c all fastening material i/c wiring with suitable gauge PVC x PVC wire complete as required.	9 Sft	6006.00	P/Sft	54054
28	2-73-02	Providing & fixing cubical type metal sheet vermin protected LT panel board as per drawing with locking arrangement duly powder coated i/c all fastening devices and electrical wire/ leads for internal connection complete as required.	6 Sft	10756.00	P/Sft	64536
29	2-75-01	Providing & fixing pilot lamp set fitted on existing board i/c connection as required.	3 Set	872.00	P/Set	2616

(D):- Total of SH:- Electric Accessories Work. Rs. 279,797

(Fittings and Fixture etc Work)

30	2-78-01	P/I, Testing & Commissioning of recessed/surface mounted ceiling lights/downlights i/c driver, having warm/neutral white/cool white colour, 80-90lm/watts efficiency, 0.9 or above P.F, 20000-25000hrs life cycle, i/c connection, complete in all respect as approved by the Engineer Incharge.				
	c	18 - 20 Watts	74 Nos	2886.00	Each	213564
31	2-78-02	Providing, Installation, Testing & Commissioning of recessed / surface mounted LED Panel Light including driver, having warm / neutral white / cool white colour, 80-100 lm/watts efficiency, 0.9 or above power factor, 20000-25000 hours life cycle, including connection, complete in all respect as approved by the Engineer Incharge.				
	a	36 Watts (2 ft X 2 ft)	12 Nos	11070.00	Each	132840
32	2-78-03	P/I, Testing & Commissioning of LED Tube/Batten Lights i/c driver having warm/Neutral White/cool white colour, 80-90lm/w efficiency, 0.9 or above PF, 10000-15000hrs life cycle, i/c connection, complete in all respect as approved by the Engineer Incharge.				
	a	2 Feet 18-20 Watts	8 Nos	1957.00	Each	15656
	b	4 Feet 36 Watts	18 Nos	3854.00	Each	69372

(E):- Total of Schedule Items:- Rs. 431,432

(Electric Fans etc Work)

33	2-80-02	P/I 120cm/48" sweep ceiling fan with blades,canopy,standard length of down rod i/c connection with 14.0076" flexible wire complete as required. (without regulator) Pak, Royal, GFC, Younas, Millat.	1 Nos	8369.00	Each	8369
34	2-80-03	P/I 140cm/56" sweep ceiling fan with blades,canopy,standard length of down rod i/c connection with 14.0076" flexible wire complete as required. (without regulator) Pak, Royal, GFC, Younas, Millat.	9 Nos	9349.00	Each	84141
35	2-83-03	P/I 40cm/16" sweep,metallic body Exhaust fan complete with blades, motor, etc fitted in existing hole i/c connection with 14.0076" flexible wire complete as required Pak,Royal,GFC,Younas,Millat.	1 Nos	6263.00	Each	6263
36	2-84-03	P/I 30cm/12" sweep, Plastic body Exhaust fan complete with blades, motor, etc fixed in existing hole i/c connection with 14.0076" flexible wire complete as required Pak,Royal,GFC,Younas,Millat.	8 Nos	4672.00	Each	37376

(F):- Total of SH:- Electric Fans Work. Rs. 136,149

(Gas Work etc)

37	4-01-01	Providing & fixing low pressure gas PPRC pipe (medium) with special such as bend, Tee, union and socket etc as required.				
		20 mm (3/4") dia	30 Rft	251.00	P.Rft	7,530
38	4-01-03	Providing and fixing brass valve ball type screw both ends complete with steel handle washer/ nut as required.				
	b	20 mm (3/4") dia	2 Nos	1143.00	Each	2,286
39	4-03-07	P/F Cooking Range Superior Quality, manual ignition, complete with all accessories i/c connection with gas line as approved by Engineer Incharge.				
	c	5 Burner 34" Size	1 No	39185.00	Each	39,185

(G):- Total of SH:- Gas Work. Rs. 49,001

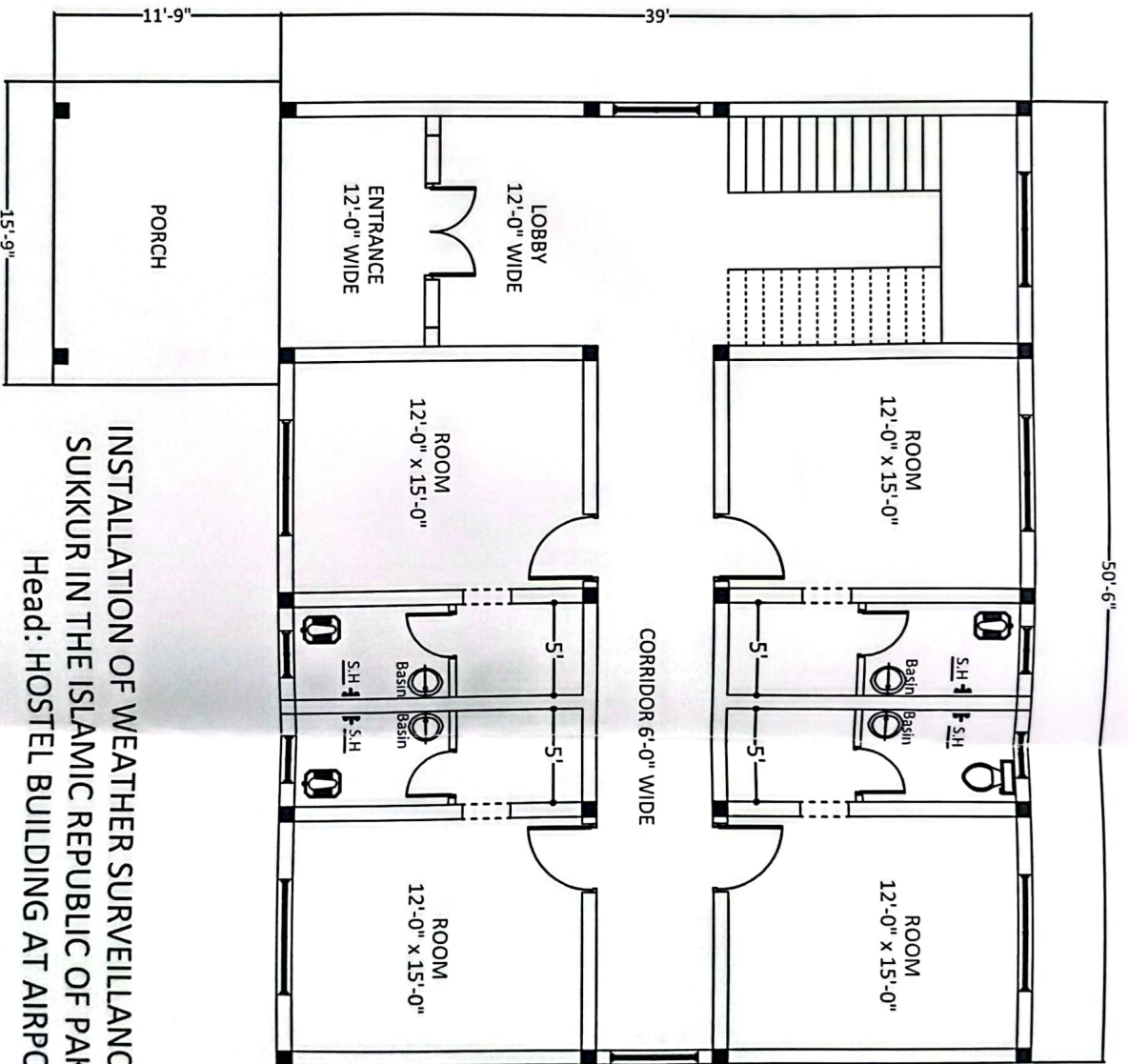
Grand Total (A+B+C+D+E+F+G) Rs. 2,619,513
--

Non Schedule Items.

(Fittings and Fixture etc Work)

1	A/R	S/I & commissioning of LED Solar Street LED Lights, 180watt with Integrated Battery & Charge Controllar, 100-150lm/watt, Charge Controllar, Auto On/Off, Time Control, Radar Sensor, Brightness Control, 3000-6200K, Strong Pressure Support ABS meterial Alumniun body Corrosion Resistant with mono Crystalline Solar Plate, waterproof & thickened boom joint complete in all respect as required for standard work Light make SE,Factor,Forth Lighting or equvalent best quality as approved & directed by Engineer Incharge	10 Nos	35800.00	Each	358000
2	A/R	P/F 5 ft long, 1-1/4" dia GI pipe with 45° or as required angle bracket with MS flat strip clamp fitted on wal / pole with bolts i/c making connection as required & as approved by the Engineer incharge.	10 Nos	3168.00	Each	31680
3	A/R	Providing, Installation, Testing & Commissioning of wall bracket light (superior quality) wall bracket light with glass shade/ globe / cyristal / wooden type etc complete with 12-13 watts LED bulbs (Osaka / Pak Lite) i/c inter-connection or as approved by the Engineer in-charge as required.				
	i)	Single arm wall bracket light.(best quality)	2 Nos	4600.00	Each	9,200
	ii)	Double arms wall bracket light.(best quality)	2 Nos	7500.00	Each	15,000

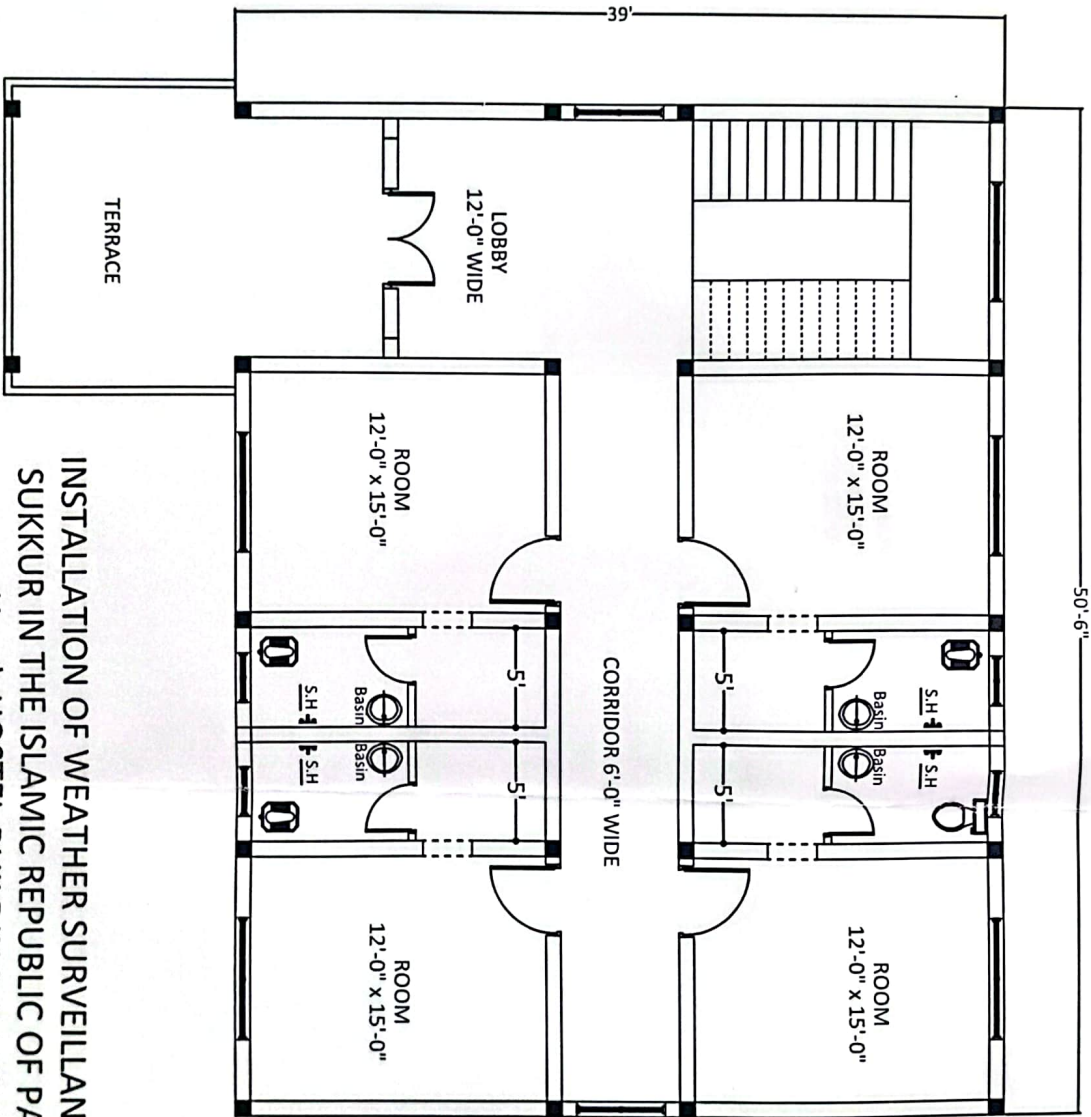
Total of Non Schedule Items:-	Rs.	413,880
--------------------------------------	------------	----------------



INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
 SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN (Sub
 Head: HOSTEL BUILDING AT AIRPORT)

GROUND FLOOR
2000 SQ.FT

P-2097c

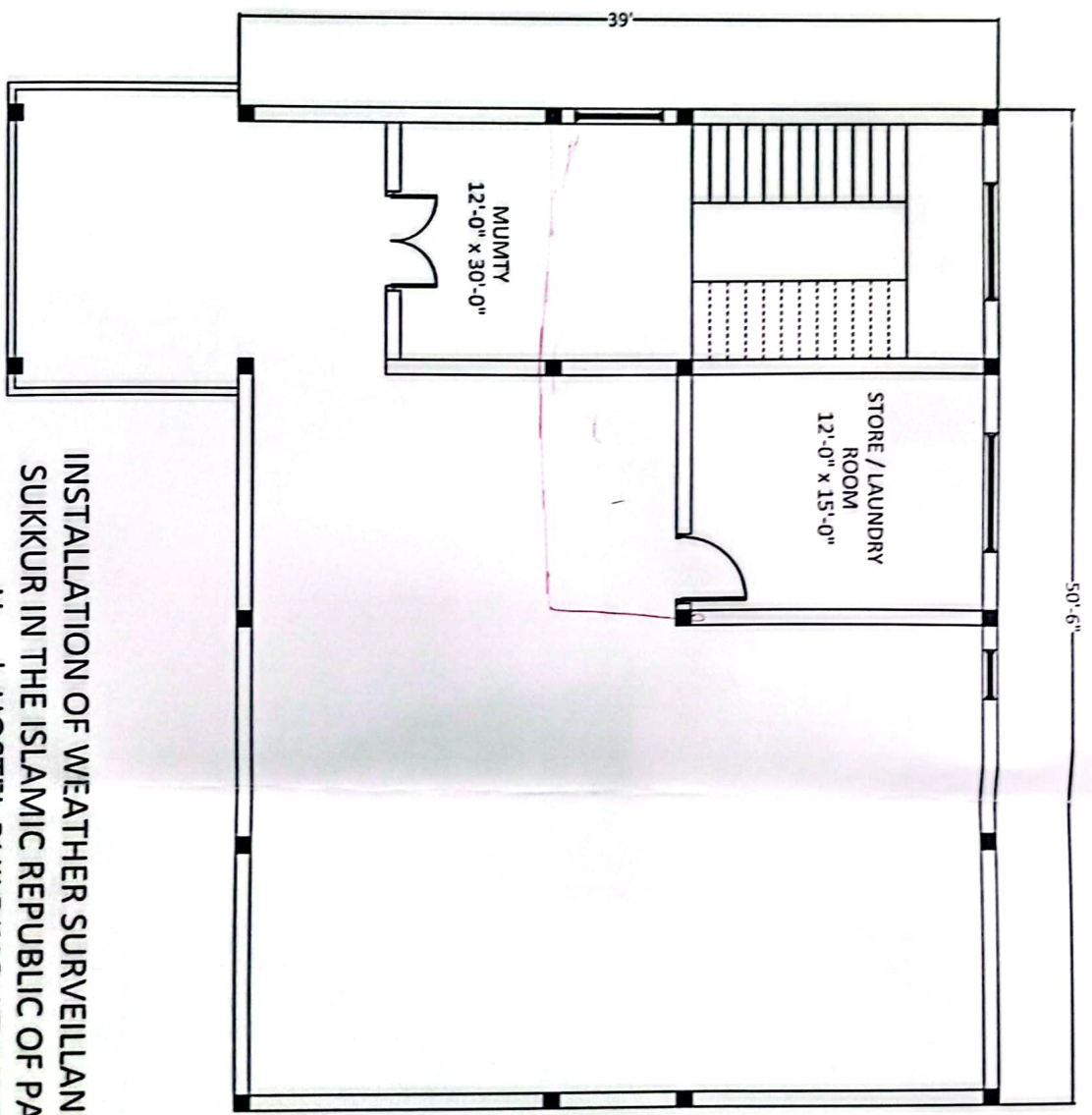


INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
 SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN (Sub
 Head: HOSTEL BUILDING AT AIRPORT)

FIRST FLOOR
2000 SQ.FT

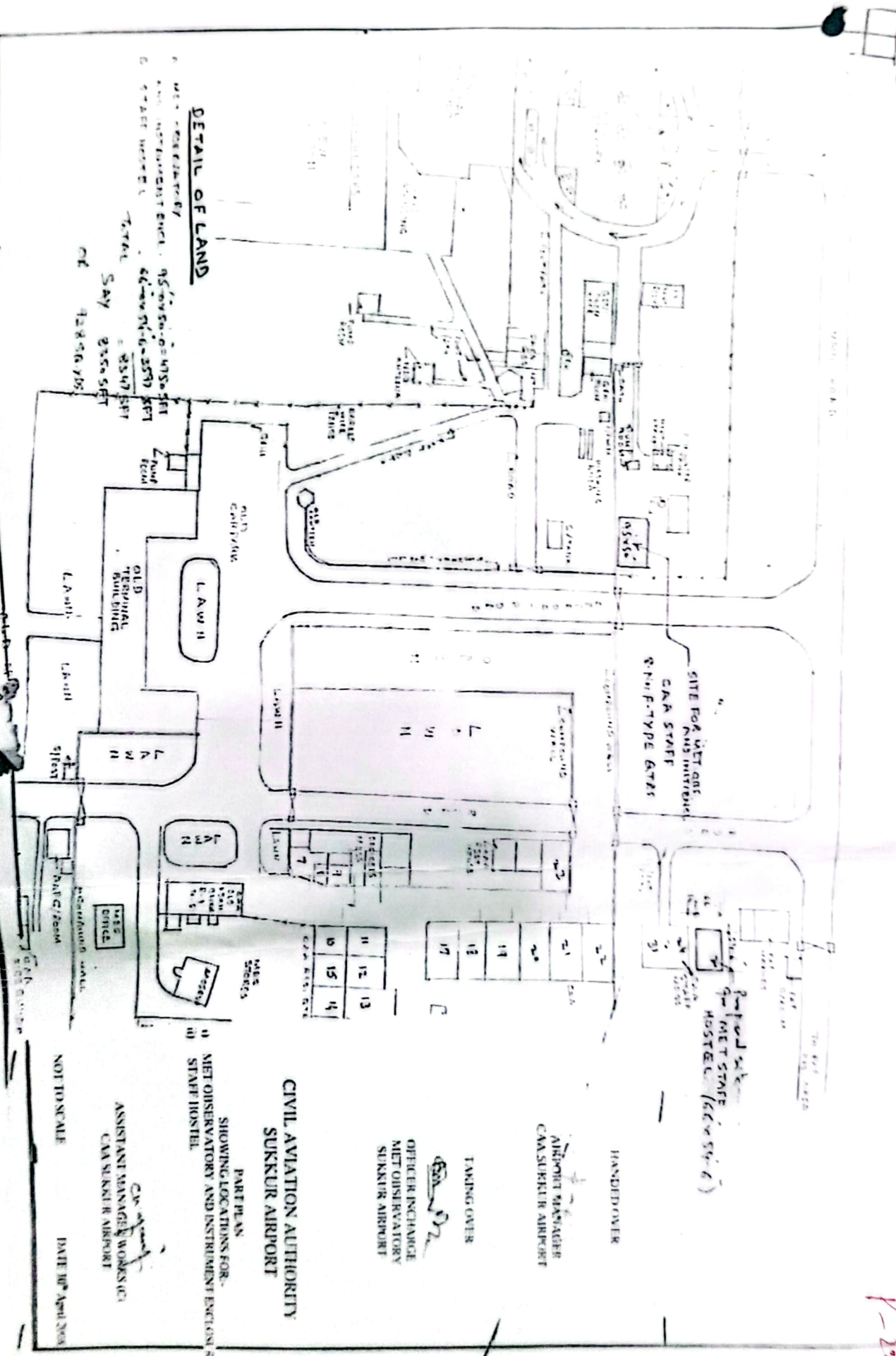
P-2021c

P-207/e



INSTALLATION OF WEATHER SURVEILLANCE RADAR AT
SUKKUR IN THE ISLAMIC REPUBLIC OF PAKISTAN (Sub
Head: HOSTEL BUILDING AT AIRPORT)

SECOND FLOOR
550 SQ.FT



DETAIL OF LAND

1. MET OBSERVATORY
 2. MET OBSERVATORY ENCL. 95'-0" x 50'-0" MET SET
 3. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 4. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 5. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 6. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 7. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 8. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 9. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 10. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 11. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 12. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 13. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 14. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 15. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 16. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 17. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 18. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 19. STAFF HOSTEL 66'-0" x 60'-0" MET SET
 20. STAFF HOSTEL 66'-0" x 60'-0" MET SET

**CIVIL AVIATION AUTHORITY
 SUKKUR AIRPORT**

PART PLAN
 SHOWING LOCATIONS FOR
 MET OBSERVATORY AND INSTRUMENT LOCATION AT
 STAFF HOSTEL

ASSISTANT MANAGER WORKS/CA
 CIVIL AVIATION AUTHORITY
 SUKKUR AIRPORT

NOT TO SCALE DATE 14th April 2008

HANDDOVER
 AIRPORT MANAGER
 CIVIL AVIATION AUTHORITY
 SUKKUR AIRPORT

TRAINING OVER
 OFFICER INCHARGE
 MET OBSERVATORY
 SUKKUR AIRPORT

SITE FOR MET OBS
 CAA STAFF
 2nd F-TYPE AVIATION

Staff Hostel
 MET STAFF
 HOSTEL (66' x 60')

P-201/c

Pakistan Standard Bidding Documents

Instructions to
Employers
Instructions
to Bidders
Bidding Data
Evaluation Criteria and
Qualification Updating
Forms

Letter of Bid and
Schedules to Bid
Standard Forms
General Conditions
Particular Conditions

INSTALLATION OF WEATHER SURVEILLANCE RADAR AT SUKKUR IN THE
ISLAMIC REPUBLIC OF PAKISTAN

**SUB HEAD: CONSTRUCTION OF HOSTEL ACCOMODATION AT SUKKUR
AIRPORT.**

Specific Provisions
Technical
Provisions
Drawings

April 2026

PAKISTAN METEOROLOGICAL DEPARTMENT
KARACHI

Harmonized with Public Procurement Rules, 2004)

Available on PEC Website (www.pec.org.pk)

ACKNOWLEDGEMENT

Pakistan Engineering Council (PEC) extends deep appreciations and acknowledges the contribution in developing and finalizing this document by the following experts of the Sub-Committee and members of the Standard Bidding Documents Committee of the Council:

PEC Standard Bidding Documents Committee:

- | | |
|--|---------------------------|
| 1. Engr. Dr. Tahir Masood
President, Berkeley Associates Pvt. Ltd and
Former Managing Director, <i>National Engineering Services Pakistan (NESPAK)</i> | Convener |
| 2. Engr. Shahid Rafiq
Director, <i>Habib Rafique Group of Constructor</i> | Member |
| 3. Engr. Nafasat Raza
Former Chief Engineer, <i>C & W (Punjab)</i> | Member |
| 4. Engr. Dr. Mahmood Ahmad Sulehri
Former Vice President (Contract Division),
<i>National Engineering Services Pakistan (NESPAK)</i> | Member |
| 5. Engr. Arshad Dad
CEO, <i>Qavi Engineers (Pvt) Ltd</i> | Member |
| 6. Engr. Muhammad Khalid Bashir
CEO, <i>Zirva (Pvt) Ltd</i> | Member |
| 7. Engr. Kaukab Hussain Bhatti
General Manager/Head (Contracts Division),
<i>National Engineering Services Pakistan (NESPAK)</i> | Member |
| 8. Engr. Jawaid Akhtar Latif
Member (Water), <i>Water and Power Development Authority (WAPDA)</i> | Member |
| 9. Engr. Sami ud Din Khilji
Chief Engineer (CCC), <i>Water and Power Development Authority (WAPDA)</i> | Member |
| 10. Engr. Lt. Col. (R) Aftab Aziz
Engineer in Chief Branch | Member |
| 11. Engr. Muhammad Ijaz Rabbani
Director, <i>Skypower (Pvt) Ltd</i> | Member |
| 12. Engr. Wasif Nazar Siddiqui
Managing Director, <i>Atif Nazar (Pvt) Ltd</i>
Honorary Secretary, <i>Association of Consulting Engineers Pakistan (ACEP)</i> | Member |
| 13. Representative to be nominated by PPRA | Member |
| 14. Engr. Lt. Col. (R) Haq Nawaz, Consultant PEC | Secretary to
Committee |

Sub-Committee:

- | | |
|------------------------------------|--------------------------------|
| 1. Engr. Dr. Mahmood Ahmad Sulehri | Convener |
| 2. Engr. Muhammad Khalid Bashir | Member |
| 3. Engr. Kaukab Hussain Bhatti | Member |
| 4. Engr. Sami ud Din Khilji | Member |
| 5. Engr. Lt. Col. (R) Haq Nawaz | Secretary to Sub-
Committee |

Reviewed by:

- | | |
|---|----------------------------|
| 1. Engr. M. Mazhar-Ul-Islam
CEO, Techno Legal Consultants (Pvt) Ltd. | Advisor to
Chairman PEC |
|---|----------------------------|



TABLE OF CONTENTS

PREFACE	v
.....	
INSTRUCTIONS TO EMPLOYERS	vii
INVITATION FOR BIDS	1
INSTRUCTIONS TO BIDDERS (IB)	5
BIDDING DATA (BD)	27
EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS	33
LETTER OF BID AND SCHEDULES TO BID	47
STANDARD FORMS	81
CONDITIONS OF CONTRACT	95
GENERAL CONDITIONS (GC)	97
PARTICULAR CONDITIONS (PC)	98
Part A - Contract Data.....	98
Part B - Special Provisions	106
SPECIFICATIONS (SP)	119
Part A - Specific Provisions	119
Part B - Technical Provisions	123
DRAWINGS	125
.....	





PREFACE

Pakistan Engineering Council (PEC) being the statutory regulatory body has been entrusted to regulate engineering profession in the entire country. As per PEC Act 1976, one of the important functions of PEC is stated under Section 8(p) “**establishing standards for engineering contracts, cost and services**”. PEC carried out standardization of procurement documents to regulate and streamline the hiring of engineering consultancy services, contracts and procurement of engineering works across Pakistan. For the purpose, PEC had taken onboard the stakeholders including Employers, Constructors, Consultants, Federal & Provincial entities and Private sector organizations. PEC Task Force successfully developed first “Standard Form of Bidding/ Contract Documents - Civil Works” in 1992.

In the year 2000, PEC Act and Bye-laws Committee had taken onboard the relevant stakeholders including Planning Commission and developed first-ever country specific “PEC Standard Form of Bidding/ Contract Documents” in 2002, based upon FIDIC General Conditions of Contract Part-I (1987 reprinted in 1992 with further amendments) and harmonized with Public Procurement Rules 2004, to regulate procurement of engineering works and consultancy services. The Executive Committee of the National Economic Council (ECNEC) decided the implementation of “PEC Standard Form of Bidding/ Contract Documents (2002)” in its meeting held on 28th February, 2002. Accordingly, the Planning Commission of Pakistan promulgated these documents vide its Notification (S.R.O) No. 8 (60)WR/PC/2002 dated 21st August, 2002.

On the basis of feedback/comments received from stakeholders including Planning Commission and Public Procurement Regulatory Authority (PPRA), PEC Task Force once again revised/updated PEC Standard Form of Bidding/ Contract Documents in 2007, which harmonized with FIDIC (1987) and Public Procurement Rules, 2004. The ECNEC and Planning Commission both decided the implementation of the updated PEC Standard Form of Bidding/ Contract Documents (2007) vide notifications F.No.8(60)WR/PC/2008 dated 12th February, 2008. The use of these notified Bidding/ Contract Documents provided an equitable and just basis of contract agreements for procurement of engineering works in line with standards and best practice along with relevant PEC Bye-laws; thus minimizing ambiguities and likely contractual disputes.

As per international practices and new developments with emerging procurement trends, PEC for the periodic revision of Bidding/Contract Documents again notified PEC Standard Bidding Documents Committee. Thereafter, pursuant to a robust exercise, PEC Standard Bidding Documents Committee took onboard 76 stakeholders and successfully developed updated “**Pakistan Standard Bidding Documents (2023)**” in the year 2023, duly harmonized with Public Procurement Rules, 2004.

This document for Construction Works is based on FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red Book, Reprinted 2022 with amendments). Particular Conditions of Contract (Part A & Part B), Instructions to Employers, Instructions to Bidders, Evaluation Criteria and Qualification Updating Forms, Letter of Bid and Schedules to Bid, and Standard Forms have been incorporated in this document.

Notwithstanding the source of financing of projects, use of this document will be mandatory for procurement contracts in Pakistan, provided PP Rule-5 is not invoked.





INSTRUCTIONS TO EMPLOYERS





INSTRUCTIONS TO EMPLOYERS

(Not to be included in Bidding Documents)

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise eleven items listed therein and any Addenda issued in accordance with Clause IB.9. The Pakistan Standard Bidding Documents, in addition to Invitation for Bids, include the following:

1. Instructions to Bidders;
2. Bidding Data;
3. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC);
Part A - Contract Data;
Part B - Special Provisions;
6. Specifications (SP);
Part A - Specific Provisions;
Part B - Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid, including Sample Bill of Quantities (BoQ);
9. Standard Forms;
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. Drawings.

All italicised text and any enclosing square brackets are for use in preparing the Bidding Documents and should be deleted from the final version of the Bidding Documents.

The Instructions to Bidders shall be used as given.

The General Conditions (GC), and Particular Conditions (PC) prepared by the PEC on the basis of FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red Book, Reprinted 2022 with amendments) should be retained as such. Any insertions/additions in the Particular Conditions can be made by the Employers only as indicated in this document in Para-F and should be specific to the Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The Employer is required to prepare the following for completion of the Bidding Documents:

- (i) Bidding Data;



- (ii) Evaluation Criteria and Qualification Updating Forms: the Employer shall specify qualification requirements as prescribed in the Pre-Qualification Documents;
- (iii) Particular Conditions (PC) (as specified herein);
- (iv) Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
- (v) Schedule-A to Bid - Schedule of Adjustment Data (A-1, A-2 & A-3);
- (vi) Schedule-B to Bid - Bill of Quantities;
- (vii) Schedule-C to Bid - Construction Schedule;
- (viii) Drawings.

The Employer's attention is drawn to the Preface and it is once again emphasized that while preparing the part in PC, no Clause of GC shall be deleted and that the insertion/ addition made in PC shall be such as not to change the spirit and equitability of the document.

A. Invitation for Bids

The Invitation for Bids should be forwarded only to prospective bidders (single entities/JVs) qualified in accordance with the Employer's prequalification procedure.

1. The notice of Invitation for Bids should be such so as to give the prospective Bidders sufficient time for preparation and submission of bids which may be 28 to 154 days depending on the size of the Works. However, under no circumstances the response time shall be less than 15 days for national competitive bidding and 30 days for international competitive bidding from the date of notice.
2. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs only.
3. The amount of Bid Security should be a lump sum figure ranging from one percent (1%) to three percent (3%) of the likely cost of the Works (Employer's/Engineer's Estimate) and should not be more than five percent (5%) in any case.
4. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and opening of bids shall be same and there shall be a minimum gap of thirty (30) minutes.

B. Instructions to Bidders and Bidding Data

1. Referring to Sub-Para 8.1 of Bidding Data, the period may be inserted as 7 days.
2. Referring to Sub-Para 9.3 of Bidding Data, the period may be inserted as 14 days; however, the Employer may change as per size and complexity of the Works.
3. Referring to Sub-Para 14.1 of Bidding Data, the Employer to insert value of maximum allowable proportion of the Bid Price (excluding Provisional Sums) for Foreign Currency Requirements.
4. Referring to Sub-Para 15.1 of Bidding Data, the period of Bid validity may range from 56 to 182 days depending upon the size of the Works, as decided by the Employer.
5. Referring to Sub-Para 16.1 of Bidding Data, the amount is to be filled in by the Employer as a lump-sum figure ranging from one percent (1%) to three percent (3%) of



the likely cost of the Works (Employer's/Engineer's Estimate), but not more than five percent (5%) in any case.

The sum should be the equivalent of one percent (1%) of the estimated cost of the Works, for very large contracts of over Pak. Rs.1,000 million, ranging to three percent (3%) of the estimated cost, for small contracts.

6. Referring to Sub-Para 16.2 of Instructions to Bidders, insurance companies for issuance of the Bid Securities should be listed in the Bidding Data which are acceptable to the Employer.
7. Referring to Sub-Para 19.2 (b) of Bidding Data, the Bid Reference Number (if any) should be the same as given in Invitation for Bids and the Letter of Bid.
8. All blank spaces in the Bidding Data are to be filled in by the Employer to complete this document.

C. Evaluation Criteria and Qualification Updating Forms

The Employer shall specify qualification requirements as prescribed in the Pre-Qualification Documents and fill-in the required data.

D. Letter of Bid and Schedules to Bid

1. Letter of Bid

Only Bid Reference No. (if any) shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Schedule-A to Bid (Schedule of Adjustment Data)

i. Table I (Local Currency)

In this Table, the Bidder shall (a) indicate amount of local currency payment, and the Employer shall (b) enter the Index description and source of indices for the different elements of cost, and (c) derive weightings for local currency payment including nonadjustable fixed portion. PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time shall be applied for preparation of the this Table.

ii. Table II (Foreign Currency)

If required, in this Table, the Bidder shall (a) indicate amount of foreign currency payment, (b) indicate the verifiable source and verifiable base values of indices for the different foreign currency elements of cost, and (c) derive its proposed weightings for foreign currency payment, except the non-adjustable portion which will be filled in by the Employer.

In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.

iii. Table III (Foreign Currency Requirements)

In this Table, the Bidder shall provide information regarding Factors (inputs) Requirements (refer, in accordance with the proportion of various currencies with reference to IB.14, Currencies of Bid and Payment and Clause-14, Contract Price and Payments) of Conditions of Contract.



iv. **Table IV (Summary of Payment Currencies)**

In this Table, the Bidder shall list the exchange rates used in the currency conversion as notified by the Employer pursuant to IB.14.2.

- v. In case the price adjustable elements are not covered or prices/indices are not available from reliable sources like Statistical Bulletin of Pakistan Bureau of Statistics, the base values and the source thereof shall be mentioned by the Employer and the corresponding column of the Table I should be amended accordingly.
- vi. Price adjustment provisions shall be provided in the bidding documents for all contracts including Item Rate Contracts, Lump-sum Contracts and percentage-over Contracts based on Bill of Quantities.
- vii. Where no foreign currency payments are foreseen, the Employer should stamp Table II, III and IV as “Not Used” and, referring to Sub-Clauses 14.15 of GC, insert that all payments shall be in local currency only. Clause IB-14 should also be modified accordingly through the changes in Bidding Data.

3. Schedule-B to Bid (Bill of Quantities and Day Work)

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, columns under (1), (2), (3), (4) and (5) should be completed by the Employer whereas spaces under columns (6) and (7) as well as the Totals at the bottom shall be left blank for filling in by the Bidder. However, columns (6) & (7) will be filled in by the Employer if the unit of Item is Provisional Sum. Filling of rate in words in column (6) may be deleted by the Employer in case of large Bill of Quantities.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under column (2) as well as quantities under column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on daywork basis depending upon the nature of the Works.

Provisional Sums should be provided for Price Adjustment & Contingencies.

4. Schedule-C to Bid (Construction Schedule)

If the Employer requires partial completion of the Works by Sections (for example Sections-A, B, C, etc.), these should be identified and Time for Completion thereof are to be specified and the blank spaces may be filled in by the Employer.

5. Schedule-D to Bid (Method of Performing the Work)

The Employer may expand the requirements as stated in this Schedule-D keeping in view the requirements of the Works.

6. Schedule-E to Bid (List of Major Equipment).

Schedule-F to Bid (Contractor’s Organization Chart).

Schedule-G to Bid (List of Sub-Contractor(s)).

Schedule-H to Bid (Estimated Progress Payments).

Schedule-I to Bid (Construction Camp & Housing Facilities).

All blank spaces in the above schedules are to be filled in by the Bidder.



7. Schedule–J to Bid (Integrity Pact)

The Employer is to provide the form of the Integrity Pact which the Bidder shall fill-in, sign, stamp and submit along with his Bid.

E. Standard Forms

Bid Security

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para B.5 above.
- (ii) Bid Reference Number (if any) should be the same as per Sub-Para B.7 above.

F. Conditions of Contract

The Conditions of Contract comprise General Conditions (GC) and Particular Conditions (PC). The PC complement the GC to specify data and contractual requirements linked to the special circumstances of the Employer, the Engineer, the overall project, and the Works. The PC consists of two parts: Part A, Contract Data and Part B, Special Provisions.

General Conditions of Contract (GC)

The General Conditions used are the “General Conditions” which form part of “FIDIC-Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC). These conditions shall be used unchanged.

Particular Conditions of Contracts (PC)

Part A: Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bidding Data complements the Instructions to Bidders. The Employer shall insert relevant data prior to the issue of the Bidding Documents. The number of days, where required to be inserted, shall be a multiple of seven for consistency with the Conditions of Contract.

Part B: Special Provisions of the PC are provisions for use by the Employer to meet the special circumstances not covered by the GC. Whoever drafts the Special Provisions should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when inserting/ adding provisions or drafting new ones.

The PC provisions take precedence over those in the GC. Clause Numbers in the PC correspond to those in the GC.

- i. Reference to Sub-Clauses 1.1.35 & 3.1, the Engineer should be a person other than the contracting parties having knowledge in Contract Administrations or Contract Management with adequate standing as Professional Engineer.
- ii. Referring to Sub-Clause 1.5, the Employer may add, in the order of priority, such other documents which form part of the Contract.
- iii. Referring to third paragraph of Sub-Clause 3.2 of GC, information as applicable is provided thereunder.



- iv. Referring to Sub-Clauses 4.2.1 of PC, insurance companies for issuance of the Performance Securities should be listed in the Contract Data which are acceptable to the Employer.
An amount equal to ten percent (10%) of the amount accepted in Letter of Acceptance, shall be specified for Performance Security.
- v. Referring to Sub-Clause 5.2 of GC if the Employer desires the Bidder to use the services of nominated subcontractor(s), the Employer should make necessary provisions of Provisional Sums
Suitable text referring to such provisions should be added under the Sub-Clause.
- vi. Referring to Sub-Clause 8.2 of GC, the Employer should specify the Time for Completion for the Works or the Sections (as the case may be) in the Contract Data which should be reasonable with respect to size and complexity of the Works and available resources.
- vii. Referring to Sub-Clause 8.3 of GC, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network/CPM, simple bar chart or PERT, preferably BIM (Building Information Modelling).
- viii. In case the Employer considers that if completion by the Contractor of the whole Works, or of any Section thereof, earlier than the specified completion time will be of substantial benefit to him, he may add a Sub-Clause 8.14 “Bonus for Early Completion”. The amount of daily bonus should be half of the rates specified for the amount of daily liquidated damages. A ceiling of total bonus (say, 5 percent of Contract Price) may be inserted to discourage unrealistically rapid Contract implementation by the Contractor, which could adversely affect overall performance.
- ix. Referring to Sub-Clauses 14.2.1 and 19.2.7 of PC, insurance companies for issuance of the Advance Payment Guarantee and insurances should be listed in the Contract Data which are acceptable to the Employer.
- x. Referring to Clause 21 of GC, the Employer shall decide the provision of “a sole Member” or “Three Members” DAAB and venue of Arbitration, which should be within the Employer’s country/project location. This Clause is applicable at the option of the Employer to select Arbitration Act 1940 including any rule made thereunder or in accordance with the UNCITRAL model-based PEC Rules of Conciliation and Arbitration, when notified.

G. Specifications Part A - Specific Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract and/or any stipulation of item of work not provided under BoQ, should be avoided.

H. Specifications Part B - Technical Provisions

To be prepared and incorporated by the Employer.

(Precise and clear Specifications are prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done, the objectives of economy, efficiency and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation be facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the



most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Any terms, specifications, standards, features, characteristics and requirements prescribing the technical or quality characteristics shall be generic in nature and shall not include references to brand names, model numbers, catalogue numbers, name or origin of the country or similar classifications. In case the Employer is convinced that the use of or a reference to a brand name or a catalogue number is essential to complete, an otherwise incomplete specification, and no other sufficiently precise or understandable way of describing the characteristics of the goods, works or services to be procured is provided, such use or reference shall be qualified with the words “or equivalent”. However, the Employer shall define the parameters of “equivalence” in the Specifications to ensure transparency. A justification of using brand names, model numbers, catalogue numbers, name or origin of the country or similar classifications may be placed in the procurement file prior to inviting bids.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions but not limited to seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

The following Sub-Clauses of Conditions of Contract make express reference to matters to be stated in the Specification and/or Drawings. However, it may also be necessary under other Sub-Clauses for the Employer to give specific information in the Specifications (for example, under Sub-Clause 7.2 [Samples]).

- 1.8 Care and Supply of Documents.
- 1.13 Compliance with Laws.
- 2.1 Right of Access to the Site.
- 2.5 Site Data and Items of Reference.
- 2.6 Employer-Supplied Materials and Employer's Equipment.
- 4.1 Contractor's General Obligations.
- 4.4 Contractor's Documents.
- 4.5 Training.
- 4.6 Co-operation.
- 4.8 Health and Safety Obligations.
- 4.9 Quality Management and Compliance Verification Systems.
- 4.16 Transport of Goods.
- 4.18 Protection of the Environment.
- 4.19 Temporary Utilities.
- 4.20 Progress Reports.
- 5.2 Nominated Subcontractors.
- 6.1 Engagement of Staff and Labour.
- 6.6 Facilities for Staff and Labour.
- 6.7 Health and Safety of Personnel.



- 6.12 Key Personnel.
- 7.3 Inspection.
- 7.4 Testing by the Contractor.
- 7.8 Royalties.
- 8.3 Programme.
- 9.1 Contractor's Obligations.
- 10.2 Taking Over Parts.
- 11.11 Clearance of Site.)

I. Drawings

To be prepared and incorporated by the Employer.



INVITATION FOR BIDS







No. :SRD-2(3)/Civil Work/210/2025-26
GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE
PAKISTAN METEOROLOGICAL DEPARTMENT
Headquarters' Camp Office, Met. Complex, University Road, Karachi.

INVITATION FOR BIDS

1. Pakistan Meteorological Department (PMD), through Project Director/Chief Meteorologist, Meteorological H.Q.'s Camp Office, Meteorological Complex, University Road, Karachi invites sealed bids from eligible firms licensed by the Pakistan Engineering Council in the appropriate category (**C5 or Above: in Civil & General E&M categories**) and duly registered and active with the taxation departments of the Sindh province and FBR, for the Work, **Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)** with an estimate/NIT amount of **Rs. 37,523,162/-** (As per Pak PWD schedule-2022) which will be completed in 364 Days.
2. The Employer invites sealed bids inclusive of all taxes (SST, I.T etc.) and market fluctuation on single stage one envelope bidding procedure basis from eligible bidders prequalified for the above stated Works.
3. Bidders may obtain further information from, inspect at from the office of the Project Director/Chief Meteorologist, Meteorological H.Q.'s Camp Office, Meteorological Complex, University Road, Karachi.
4. All bids must be accompanied by a Bid Security in form of Call Deposit Receipt (CDR) amounting to 2% of the bid amount in favor of Director General Meteorological Services, Karachi and must be delivered in original
5. All the firms are directed to quote their bids online through EPADS as well as original bids must be submitted in hard form to Office of the Project Director/ Chief Meteorologist, Meteorological H.Q.'s Camp Office, Meteorological Complex, Gulistan-e-Johar Block-5, University Road, Karachi, at or before 1030 PST, on **6th May, 2026**. Bids will be opened at 1100 PST on the same day in the presence of bidders' representatives, at the same address
6. This office reserves the right to accept or reject any offer or complete tender according to PPRA Rules 2004.
7. Detailed Specifications can be downloaded from websites:
 - a. www.ppra.gov.pk
 - b. www.pmd.gov.pk
 - c. www.epads.gov.pk

(AMEER HYDER)
Chief Meteorologist / Project Director
For Director General





INSTRUCTIONS TO BIDDERS (IB)





INSTRUCTIONS TO BIDDERS

Table of Contents

A. General	9
IB 1. Scope of Bid.....	9
IB 2. Source of Funds.....	9
IB 3. Eligible Bidders.....	9
IB 4. Eligible Materials, Equipment and Services.....	10
IB 5. One Bid per Bidder.....	10
IB 6. Site Visit.....	10
B. Bidding Documents	10
IB 7. Contents of Bidding Documents.....	10
IB 8. Clarification of Bidding Documents, Pre-Bid Meeting.....	11
IB 9. Amendment of Bidding Documents.....	12
C. Preparation of Bids	12
IB 10. Cost of Bidding.....	12
IB 11. Language of Bid.....	12
IB 12. Documents Comprising the Bid.....	12
IB 13. Bid Prices.....	14
IB 14. Currencies of Bid and Payment.....	15
IB 15. Bid Validity.....	15
IB 16. Bid Security.....	15
IB 17. Alternate Proposals by Bidder.....	16
IB 18. Format and Signing of Bid.....	17
D. Submission of Bids	18
IB 19. Sealing and Marking of Bids.....	18
IB 20. Deadline for Submission of Bids.....	18
IB 21. Late Bids.....	19
IB 22. Modification, Substitution and Withdrawal of Bids.....	19
E. Bid Opening and Evaluation	19
IB 23. Bid Opening.....	19
IB 24. Process to be Confidential.....	20
IB 25. Clarification of Bids.....	20
IB 26. Examination of Bids and Determination of Responsiveness.....	21
IB 27. Nonmaterial Nonconformities.....	21
IB 28. Correction of Arithmetic Errors.....	22
IB 29. Evaluation and Comparison of Bids.....	22
IB 30. Abnormally Low Bids.....	23
IB 31. Unbalanced or Front Loaded Bids.....	23
F. Award of Contract	23
IB 32. Award Criteria.....	23
IB 33. Employer's Right to Annul the Bidding Process.....	24
IB 34. Notification of Award.....	24
IB 35. Performance Security.....	24



Instructions to Bidders	8
IB 36. Signing of Contract Agreement.....	24
IB 37. Integrity Pact.....	25
IB 38 Instructions not Part of Contract.....	25
IB 39 Corrupt and Fraudulent Practices.....	25
Bidding Data.....	27
Evaluation Criteria and Qualification Updating Forms.....	33
Letter of Bid and Schedules to Bid.....	47
Letter of Bid.....	49
Schedule-A to Bid: Schedule of Adjustment Data.....	51
Schedule-B to Bid: Bill of Quantities.....	56
Schedule-C to Bid: Construction Schedule.....	71
Schedule-D to Bid: Method of Performing the work.....	72
Schedule-E to Bid: List of Major Equipment.....	73
Schedule-F to Bid: Organization chart for the supervisory staff and labour	76
Schedule-G to Bid: List of Subcontractors.....	77
Schedule-H to Bid: Estimated Progress Payments.....	78
Schedule-I to Bid: Construction camp and housing facilities.....	79
Schedule-J to Bid: Integrity Pact.....	80



INSTRUCTIONS TO BIDDERS

[Mandatory Provisions not to be amended/substituted except as instructed by PEC in writing]

A. GENERAL

- IB.1 Scope of Bid**
- 1.1 The Employer as defined in the **Bidding Data** hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the **Bidding Data** hereinafter referred to as the “Works”.
- 1.2 The successful Bidder will be expected to complete the Works within the time specified in the **Bidding Data**.
- IB.2 Source of Funds**
- 2.1 The Employer has applied for/received a funding from the source(s) 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 funding will be applied to eligible payments under the Contract for which these Bidding Documents are issued.
- IB.3 Eligible Bidders**
- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements at the time of submission of Bids and thereafter:
- (a) Duly prequalified for this bidding process;
- (b) Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works in the relevant field of specialization.
- However, a Foreign Constructor can submit provisional licence with its Bid but the Foreign Constructor will be required to submit standard licence after award of Contract and before start of work.
- Foreign Constructor shall not be eligible to participate in bidding individually. Foreign Constructor shall enter into joint venture with Pakistani Constructor registered with the Pakistan Engineering Council in equivalent/compatible category and submit the joint venture agreement to the Employer before participating in bidding in accordance with PEC Construction and Operation of Engineering Works Bye-laws, 1987;
- (c) Pakistani Constructor must be on Active Taxpayer List of the Federal Board of Revenue and provincial revenue authority/ board where applicable; and
- (d) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/blacklisted by foreign country, international organizations or other foreign institutions.



- IB.4 Eligible Materials, Equipment and Services**
- 4.1 All materials, equipment and services to be supplied under this Contract shall have their origin in eligible countries described under paragraph 4.4 hereunder.
- 4.2 For purpose of this Clause, “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of Goods and Services is distinct from the nationality of the Bidder.
- 4.4 Eligible countries to participate in this bidding process are those which have been notified by Ministry of Interior, Government of Pakistan as Business Friendly Countries (BVL); information can be accessed through following link: <http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>
- IB.5 One Bid per Bidder**
- 5.1 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.17) will be disqualified.
- 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. Evaluation Criteria and Qualification Updating Forms;
4. General Conditions (GC);
5. Particular Conditions (PC):
 - Part A - Contract Data;
 - Part B - Special Provisions;
6. Specifications (SP):
 - Part A - Specific Provisions;
 - Part B - Technical Provisions;
7. Letter of Bid;
8. Schedules to Bid;
9. Standard Forms:
 - (i) Form of Bid Security;
 - (ii) Letter of Acceptance;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Performance Security;
 - (v) DAAB Agreement;
 - (vi) Form of Mobilization Advance Guarantee;
10. 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, Pre-Bid Meeting

- 8.1 Any prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than the period specified in the **Bidding Data**, prior to the deadline for submission of bids.
- 8.2 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.
- 8.3 The Employer may, on his own 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, are as stipulated in the **Bidding Data**. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 8.4 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.



- 8.5 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 IB.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.
- 8.6 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

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 listed in Sub-Clause IB.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 Such addendum shall be issued not later than number of days prior to the deadline for submission of bids, specified in the **Bidding Data**. 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 Cost of Bidding

- 10.1 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.11 Language of Bid

- 11.1 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 duly certified 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.12 Documents Comprising the Bid

- 12.1 Each Bidder shall:
- (a) submit duly filled in, signed and stamped Letter of Bid and completed Schedules to Bid as required, including priced Bill of Quantities, in accordance with Clause IB.18 hereof;



- (b) submit Bid Security in accordance with Clause IB.16 hereof;
- (c) submit alternative proposal, if permissible in accordance with Clause IB.17;
- (d) submit a written power of attorney authorizing the signatory of the Bid to act for and on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature;
- (e) submit the Qualification Updating Forms duly filled in, signed and stamped along with requisite attachments, to establish that the Bidder continues to meet the Eligibility and Qualification Criteria set out in the Pre-Qualification Documents and as provided in the Section "Evaluation Criteria and Qualification Updating Forms";
- (f) furnish a technical proposal taking into account the various Schedules to Bid, specially the following:
 - Schedule-C to Bid, Proposed Construction Schedule;
 - Schedule-D to Bid, Method of Performing the Work;
 - Schedule-E to Bid, List of Major Equipment;
 - Schedule-F to Bid, Organization Chart for Supervisory Staff;and other pertinent information, such as mobilization programme, etc.

12.2 Bids submitted by a joint venture of two (2) or more firms specified in **Bidding Data**, shall comply with the following requirements:

- (a) the bid, and in case of a successful bid, the Form of Contract Agreement shall be signed by all members 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 Letter 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 and corresponding duties & responsibilities of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

12.3 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 IB.1.2 hereof.

IB.13 Bid Prices

13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:

13.2 The Bidder shall quote any discounts and the methodology for their application.

13.3 If bids are being invited for individual lots (contracts) or for any combination of lots, the Bidders can offer discounts for the individual lots (contracts) as well as for award of more than one Contract and shall specify in their bid.

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

13.5 The Bidders shall fill in **%age basis premium above/below** 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.

13.6 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 13.6 [*Adjustment for Changes in Laws*] of the Conditions of Contract.

13.7 The **%age basis premium above/below** quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*] of the General Conditions of Contract. The Bidders shall furnish the prescribed information for the price adjustment formulae in Schedule-A to Bid, and shall submit with their bids such other requisite supporting information if required under the said Schedule.

IB.14 Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the Bidder entirely PKR.

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 in Table III of Schedule-A to Bid the proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements; in such case the unit rates and the prices shall be quoted by the Bidder in Equivalent PKR.

14.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date twenty eight (28) days prior to the deadline for submission of bids. Such rates shall be notified by the Employer not later than fourteen (14) 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.15 Bid Validity

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

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period which normally may not be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.16 in all respects.

IB.16 Bid Security @2% in the Shape of CDR

16.1 Each Bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the **Bidding Data** in PKR or an equivalent amount in a freely convertible currency.



- 16.2 The Bid Security shall be, at the option of the Bidder, in the form of Call Deposit Receipt (CDR)/ Pay Order or a ~~Security issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the **Bidding Data** and rated by PACRA/VIS of rating as provided in Table below~~ in favour of the Employer valid for a period 14 days beyond the Bid Validity date. The Bid Security of Joint Venture shall be in the name of Joint Venture or Lead/either Firm of the JV or in ratio of shares of the individual JV partners, submitting the bid.

Bid Price (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA
<i>[Note: Insurance Company includes Joint Ventures of Insurance Companies also]</i>	

- 16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 16.4 The Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder requests for the return of its Bid Security, or upon the expiry of original validity of Bid Security or as extended, whichever is earlier.
- 16.5 The Bid Security of the lowest three Bidders including the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- if the Bidder withdraws his bid except as provided in Sub Clause IB.22.1;
 - if the Bidder does not accept the correction of his Bid Price pursuant to Sub Clause IB.28.2 hereof; or
 - in the case of successful Bidder, fails to furnish the required Performance Security.
- 16.7 In case of annulment, all Bids submitted and specially, Bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.17 Alternative Proposals by Bidder

- 17.1 Unless otherwise specified in the **Bidding Data**, alternative proposal(s) shall not be considered.
- 17.2 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 alternative 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 submitted on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

17.3 Alternative proposal(s), if any, of the Bidder having submitted most advantageous Bid only may be considered by the Employer as the basis for the award of Contract to such Bidder.

IB.18 Format and Signing of Bid

18.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

18.2 All Schedules to Bid are to be properly completed and signed.

18.3 No alteration is to be made in the Letter of Bid nor in the Schedules 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 in 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.12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

The Bidder shall also provide complete searchable PDF versions as well as Word, Excel, etc., versions of the Bid if so required in the **Bidding Data**.

18.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause IB.12.1(d) hereof. All pages of the Bid shall be initialled 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 initialled by the person or persons signing the Bid.

18.7 Bidders shall indicate in the space provided in the Letter 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 and the Bid as their file copy.

18.9 All documents executed outside Pakistan required to be submitted with the Bid must be certified by Pakistani Embassy in the respective country(ies).



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 IB.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 specific identification of this bidding process as specified 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 IB.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 envelope.
 - (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 shall be declared late, rejected and 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 IB.22.1 and 28.2.
- 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 Letter of Bid may result in forfeiture of the Bid security in pursuance to Clause IB.16.

E. BID OPENING AND EVALUATION

- IB.23 Bid Opening**
- 23.1 The Employer will open the Bids including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened. Only bids that are opened and read out at Bid opening shall be considered further.
- 23.3 The Bidder's name, total Bid Price and price of any alternative proposal(s), any discounts, Bid modifications, substitution and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of Bids. Only discounts and alternative proposals



read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Summary Bill of Quantities are to be initialled by representative(s) of the Employer attending Bid opening. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 21.1).

23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with the Sub-Clause IB.23.3.

IB.24 Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of the result of Bid evaluation in the form of final evaluation report giving justification for acceptance or rejection of Bids which shall be done at least fifteen (15) days prior to award of Contract. 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 Contract 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 five (5) days after the announcement of the final evaluation report.

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 and lump sum prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The request for clarification and the response shall be in writing. 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.

25.2 The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omitting any material information required to be submitted in accordance with the Bidding Documents.

25.3 If a Bidder does not provide clarifications of its Bid by the date and time set reasonably (not less than seven (7) days) in the Employer's request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid without waiting for the Bidder's response.



- IB.26 Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the comparison of Bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in Sub-Clause IB.12.
- 26.3 A substantially responsive Bid is one which meets the requirements of the Bidding Documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality or performance of the Works; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 26.4 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 26.5 The Employer shall examine the technical aspects of the Bid submitted in accordance with Sub-Clause IB.12.1(f), in particular, to confirm that all requirements stated in Specifications have been met without any material deviation, reservation or omission.
- 26.6 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation, reservation or omission.
- IB.27 Nonmaterial Nonconformities**
- 27.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or



documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

27.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by other lowest two evaluated substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or its best assessment.

IB.28 Correction of Arithmetic Errors

28.1 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.
- (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.
- (c) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

28.2 The amount stated in the Letter 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 IB.16.6(b) hereof.

IB.29 Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

29.2 In evaluating and comparing the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for arithmetic errors pursuant to Clause IB.28;



- (b) price adjustment due to discounts offered in accordance with Sub-Clause IB.23.3;
- (c) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced daywork;
- (d) making an appropriate price adjustment for any quantifiable nonmaterial nonconformities in accordance with Sub-Clause IB.27.3; and
- (e) the additional evaluation factors are specified in Section Evaluation Criteria and Qualification Updating Forms.

29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bids' comparison.

IB.30 Abnormally Low Bids

30.1 If the Bid Price of the successful Bidder is more than 15% below the lower of the Employer's estimate of the cost of work to be performed under the Contract or average of other lowest two evaluated substantially responsive Bids, 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 an additional Performance Security by 10% of the difference of the Bid Price as determined hereinabove upto issuance of Taking Over Certificate 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. The Bids having Bid Price lower than 25% shall be liable to be rejected.

IB.31 Unbalanced or Front Loaded Bids

31.1 If the Bid of the successful Bidder is seriously unbalanced (Front Loaded) in relation to the average of other evaluated substantially responsive Bids, the Employer during execution of contract may pay against measured quantities of significantly higher quoted line item(s) rate(s) with respect to same line item(s) rate(s) determined from the average of other lowest two evaluated substantially responsive Bids as instructed by the Engineer. The balance line item(s) rate(s) may be paid against the same measured quantities at the time of issuance of Taking Over Certificate or as instructed by the Engineer.

F. AWARD OF CONTRACT

32.1 Subject to Clauses IB.33 and IB.39, the Employer will award the Contract to the Bidder whose Bid has been determined as most advantageous Bid (substantially responsive to requirements of the Bidding Documents with the lowest evaluated Bid Price).

IB.32 Award Criteria



- IB.33 Employer's Right to Annul the Bidding Process**
- 33.1 Notwithstanding Clause IB.32, the Employer reserves the right 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.
- The Employer shall upon request communicate to any Bidder who submitted a Bid, the grounds for its rejection of all Bids but is not required to justify those grounds. Rejection of all Bids shall be notified to all Bidders promptly.
- IB.34 Notification of Award**
- 34.1 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 "Accepted Contract Amount").
- The Letter of Acceptance will also state the remedies with respect to Sub-Clauses IB.30 & IB.31 if applicable.
- 34.2 No negotiation with the Bidder having submitted most advantageous Bid or any other Bidder shall be permitted, however, Employer may have clarification meetings before issuing Letter of Acceptance to get clarified any item in the Bid evaluation report.
- 34.3 The Letter of Acceptance/ notification of award and its acknowledgement/acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 34.4 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 in accordance with Sub-Clause IB.16.5.
- IB.35 Performance Security**
- 35.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract and additional Performance Security if applicable under IB.30 as stated in the Letter of Acceptance, within a period of 28 days after the receipt of Letter of Acceptance.
- 35.2 Failure of the successful Bidder to comply with the requirements of Sub Clause IB.35.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award, forfeiture of the Bid security and to award the Contract to the Bidder having submitted next advantageous Bid.
- IB.36 Signing of Contract Agreement**
- 36.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will notify the successful Bidder to depute its representative with appropriate Power of Attorney to sign the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.



- 36.2 The formal Agreement between the Employer and the successful Bidder shall be executed within 14 days of the receipt of the above stated notification by the successful Bidder from the Employer.
- IB.37 Integrity Pact** 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Schedule-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding PKR ten million. Failure to provide such Integrity Pact shall make the Bidder non-responsive.
- IB.38 Instructions not Part of Contract** 38.1 Bids shall be prepared and submitted in accordance with the Instructions to Bidders which are provided to assist the Bidders in preparing Bids but do not constitute part of the Contract.
- IB.39 Corrupt and Fraudulent Practices** 39.1 The Employer will reject a Bid if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract under this bidding.
- 39.2 The Employer will blacklist and hence forthwith debar a Constructor or individual, at any time, in accordance with the prevailing Public Procurement Rules 2004.



BIDDING DATA (BD)





[NOTES ON BIDDING DATA

This Section is intended to assist the Employer in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The Employer should provide in the Bidding Data information and requirements specific to the circumstances of the Employer, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) *Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated,*
- (b) *Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged, and*
- (c) *Instructions are provided, as needed, in italics, which shall be deleted in the completed document.]*

BIDDING DATA

IB Clause Reference	Bidding Data
1.1	Pakistan Meteorological Department, through Project Director/Chief Meteorologist, Meteorological H.Q.'s Cam Office, Meteorological Complex, University Road, Karachi.
1.1	Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)
1.2	Time for Completion for the Works: 364 days [<i>in days</i>]:
2.1	Name of the Borrower/Source of Funding: <i>[Insert name of Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Bids.]</i>
2.1	Amount and type of Funding:
8.1	Time limit for clarification: _____ days <i>[Number of days to seek clarification by the prospective Bidder may be inserted as 7 days.]</i>
8.3	Venue, time, and date of the pre-Bid meeting: <i>[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than four weeks before the deadline for Bid submission. It should take place concurrently with the Site visit, if any (see Sub-Clause IB.6).]</i>
9.3	Number of days: fourteen (14) <i>[Employer may change as per size and complexity of the Works]</i>
11.1	Bid language: English <i>[The same language in which the Bidding Documents are written.]</i>



IB Clause Reference	Bidding Data
	<i>English, should be used in National / International Competitive Bidding.]</i>
12.2	Maximum number of JV Partners shall be..... <i>[Insert number according to the type of the Project or insert three (03)]</i> <i>[Foreign Constructor must form JV with Local Constructor. Foreign Constructors shall not be eligible to participate in bidding individually. Foreign Constructor shall enter in to joint venture with Pakistani Constructor registered with PEC].</i>
14.1	Bidders to quote entirely in Pak. Rs but specify the percentages of foreign currency they require, if any. However, the proportion of the Bid Price (excluding Provisional Sums) for such Foreign Currency Requirements shall not be more than percent (____%) <i>[Employer to insert value]</i> . A Bidder expecting to incur expenditures in currencies other than specified in Table III of Schedule-A to Bid, shall bear the currency exchange risk involved. <i>[If no foreign currency is involved, the Employer to state “Foreign Currency Requirement are not applicable]</i> <i>[If no foreign currency is available with the Employer, the Employer to state “Foreign Currency Requirement shall be paid in Eq. PKR as per the TT Selling Rates published or authorized by the State Bank of Pakistan prevailing on the seven (07) days prior to date of payment]</i>
15.1	Period of Bid Validity: Ninety (90) days <i>[Insert number of days after the deadline for Bid submission.]</i>
16.1	Amount of Bid Security: 2% of the bid amount in shape of Deposit at call (CDR) <i>[This amount should be the same as also mentioned in the Invitation for Bids]</i>
16.2	List of Insurance Companies: 1. _____ 2. _____ 3. _____ <i>[insert list of Insurance Companies acceptable to the Employer as per criteria given in IB 16.2]</i>
17.1	Alternative Proposal(s) by the Bidder _____ considered. <i>[insert “shall be” or “shall not be”]</i>
18.4	Number of copies of the Bid to be completed and submitted: <i>[Usually one original and two copies.]</i>



IB Clause Reference	Bidding Data
	Searchable pdf versions as well as word, excel etc. versions of the Bid are required: <i>[Employer to insert yes or No]</i>
19.2(a)	Pakistan Meteorological Department, through Project Director/Chief Meteorologist, Meteorological H.Q.'s Cam Office, Meteorological Complex, University Road, Karachi. <i>[Should match the receiving address provided in the Invitation for Bids.]</i>
19.2(b)	Name and Number of the Contract:
20.1(a)	Deadline for submission of Bids: 11:00 AM on _____ <i>[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to Sub-Clause IB.20.2.]</i>
23.1	Venue, time, and date of Bid opening: Venue: _____ Time: _____ Date: _____ <i>[Date should be the same as that given for the deadline for submission of Bids (Clause IB.20) but time for opening of bids shall be at least thirty minutes after the time for the deadline for submission of Bids.]</i>





EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS





EVALUATION CRITERIA AND QUALIFICATION UPDATING FORMS

1. General

This Section contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Updating Forms provided herein.

The information provided in the forms shall be substantiated with valid documentary evidences otherwise the requirement will not be considered as complied.

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the PKR equivalent using the rate of exchange determined as follows:

- For financial data - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

Exchange rates shall be taken from the publicly available source identified in the Sub-Clause IB.14.2. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

2. Domestic Preference

A margin of preference of 7.5% (seven and a half percent) shall be granted to domestic Bidders (in case of JV, all partners are Pakistani Constructors), in accordance with and subject to the following provisions:

- (a) The Bidders applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Employer, a Bidder qualifies for a domestic preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
 - (i) Group A: Bids offered by domestic Bidders eligible for the preference.
 - (ii) Group B: Bids offered by other Bidders.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the lowest Bid, and the lowest evaluated Bids in each group shall be further compared with each other. If, as a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated Bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and a half percent) of the respective Bid Price corrected for arithmetical errors, including unconditional discounts and excluding Provisional Sums and the cost of dayworks, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Bid from Group B based on the first evaluation step shall be selected.

3. Evaluation (IB 29.2(e))

In addition to the criteria listed in IB 29.2 (a) - (d) the following criteria shall apply:

3.1 Assessment of adequacy of Technical Proposal with Requirements



3.2 Multiple Contracts, if permitted under Sub-Clause 1.1 of Bidding Data, will be evaluated as follows:

Award Criteria for Multiple Contracts

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Qualification Criteria for Multiple Contracts

This Section describes criteria for qualification for each lot (contract). For multiple lots (contracts) the criteria for qualification is aggregate minimum requirement for respective lots.

3.3 Price Adjustments, if permitted under IB.29.2(d), will be evaluated as follows:

(a) Price Adjustment for Completeness in Scope of Work

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his Bid that the same is covered in any other item. Otherwise the adjustments will be applied for comparison purpose only, taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer from a suitable CSR, adjusted to the date 28 days earlier to the Bid submission date or the Employer shall use its best assessment.

The price adjustment shall not justify any additional payment by the Employer and the price(s) of omitted item(s) shall be deemed covered by other prices of the Bill of Quantities.

(b) Price Adjustment for Technical/ Commercial Non Compliance

The cost of making good any deficiency resulting from technical/commercial non-compliance will be added to the Corrected Total Bid Price for comparison purpose only.

The adjustments will be applied taking the average price quoted by other lowest two evaluated substantially responsive Bidders in their original Bids for corresponding item. In case of non-availability of price from other Bidders, the price will be estimated by the Employer in accordance with sub-para (a) hereof.



4. Qualification (Updating of Pre-Qualification)

Eligibility and Qualification information described here below must be met by the legal entity(ies) comprising the Bidder, and not the Bidder's/JV partner's sister or parent companies, subsidiaries or affiliates.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
1. Eligibility							
1.1	PEC Licencing	Licencing by Pakistan Engineering Council (PEC) in accordance with paragraph (b) of Sub-Clause IB.3.1.	must meet requirement	must meet requirement	must be PEC Licencee	N/A	Provisional/ Standard PEC Licence. Foreign Constructor must submit JV Agreement with Pakistani Constructor.
1.2	Pakistani Constructor's Tax Registration	Requirement of Pakistani Constructor on Active Taxpayer List (ATL) of FBR in accordance with paragraph (c) of Sub-Clause IB.3.1.	must meet requirement	N/A	must meet requirement	N/A	Extracts of ATL
1.3	Debarment/Blacklisting	Not having been debarred/blacklisted in accordance with paragraph (d) of Sub-Clause IB.3.1.	Must meet requirement	N/A	Must meet requirement	N/A	Undertaking in the Letter of Bid





Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
2. Pending Litigation							
2.1	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 1
3. Financial Situation and Performance [Employer to specify requirements for each lot as applicable as prescribed in the Pre-Qualification Documents]							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Eq. PKR _____ for	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, FIN – 3.2, FIN – 3.3, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Partners Combined	Each Member	Lead Member	
		<p>the subject contract(s) net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last year shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>N/A</p>	
			<p>Must meet requirement</p>	<p>N/A</p>	<p>Must meet requirement</p>	<p>N/A</p>	



Bidders Qualification Updating Forms

To establish its qualifications to perform the contract in accordance with Section (Evaluation Criteria and Qualification Updating Forms) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.



Form ELI -1.1
Bidder Information Form

Date: _____
Bid Reference No. (if any) and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's country of registration: <i>[indicate country of Constitution]</i>
Bidder's year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents, in case of JV, JV agreement, in accordance with Sub-Clause IB 3.1.



Form ELI -1.2

**Bidder's JV Information Form
(to be completed for each member of Bidder's JV)**

Date: _____
Bid Reference No. (if any) and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____



Form CON – 1

Pending Litigation

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Pending Litigation, in accordance with Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Pending litigation in accordance with Eligibility and Qualification Criteria, Sub-Factor 2.1 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Eq. PKR (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	



Form FIN – 3.1:
Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

1. Financial data


Type of Financial information in (currency)	Historic information for last year, (amount in currency, currency, exchange rate*, Eq. PKR)
Statement of Financial Position (Information from Balance Sheet)	
Total Assets (TA)	
Total Liabilities (TL)	
Total Equity/Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Working Capital (WC)	
Information from Income Statement	
Total Revenue (TR)	
Profits Before Taxes (PBT)	
Cash Flow Information	
Cash Flow from Operating Activities	

*Refer to IB 14.2 for the exchange rate

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last year pursuant to Eligibility and Qualification Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

 Attached are copies of financial statements¹ for the last year required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, thereason for this should be justified.



Form FIN – 3.2:

Financial Resources

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

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		



Form FIN – 3.3:

Current Contract Commitments / Works in Progress

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

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



**LETTER OF BID
AND
SCHEDULES TO BID**





LETTER OF BID

Bid Reference No. **Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)**
Name of Contract/ Works]

To: The Project Director/Chief Meteorologist,
Meteorological Complex, University Road, Karachi.

Dear Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda Nos. As per B.O.Q 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 said Bidding Documents and Addenda for the sum of Equivalent PKR _____ (Eq. Pak Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We meet the eligibility requirements in accordance with IB.3.
3. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.
4. Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.
5. We understand that all the Schedules attached hereto form part of this Bid.
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR _____ (Pak. Rupees. _____) drawn in your favour or made payable to you and valid for a period of 90 days beginning from the date Bids are opened.
7. 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 Contract Data.
8. We agree to abide by this Bid for the period of _____ days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. 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.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.
11. We understand that you are not bound to accept the lowest or any Bid you may receive.
12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.



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 _____



SCHEDULE OF ADJUSTMENT DATA

Schedule of Cost Indexation

[The Employer is to engage a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

[The formulae for price adjustment shall be of the following general type:]

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

where:

“P_n” is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “n”, this period being a month;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“L_n”, “E_n”, “M_n”, are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The weightings (coefficients) for each of the factors of cost stated in the following table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variation(s).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.



A-2
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table I. Local Currency (LC) For Bill Nos. _____

[In the Table below, the Bidder shall (a) indicate amount of local currency payment, and the Employer shall (b) enter the Index description and source of indices for the different elements of cost, and (c) derive weightings for local currency payment including nonadjustable fixed portion. PEC Standard Procedure and Formula for Price Adjustment (Second Edition), May, 2022 as amended time to time shall be applied for preparation of the following Table.]

Index code	Index description	Source of index	Bidder's related currency amount	Weighting
(i)	Non-adjustable	—	—	A: 0.350
(ii)	Local Labour	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.		B: _____
(iii)	<i>Cement -in bags</i>	“ “ “		C: _____
(iv)	<i>Reinforcing Steel</i>	“ “ “		D: _____
(v)	<i>High Speed Diesel (HSD)</i>	“ “ “		E: _____
(vi)	<i>Bricks</i>	“ “ “		F: _____
(vii)	<i>Bitumen</i>	“ “ “		G: _____
Total				1.00



A-3
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table II. Foreign Currency (FC) For Bill Nos. _____

[In the Table below, the Bidder shall (a) indicate amount of foreign currency payment, (b) indicate the source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings of foreign currency payment, except the non-adjustable portion which will be filled in by the Employer.

If the Bidder wishes to incur in more than one foreign currency (up to two currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
(i)	Non-adjustable	-	-	-		A: _____
(ii)						B: _____
(iii)						C: _____
(iv)						D: _____
(v)						E: _____
				Total		1.00



A-4
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements

[With reference to Sub Clause IB.14.1, the Bidder shall provide information below on the proportion of various currencies in which he requires payment to be made. The Bidders shall also indicate Factors (inputs) related to the requirement of respective currencies.]

Sr. No	Currency (name)	Percentage payable in currency	Factors (inputs) to which the Requirements Refer
1.	LC (Pak. Rs.)		* <i>General Expenses Manpower, Local Staff, Expatriate Staff, Spare Parts, Fuel & Lubricants, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Joints & Waterstops, Explosives-Fuses-Detonators, Re-Steel & Wire mesh, Metal Pipes & Fittings, Structural Steel, Miscellaneous Metals, Concrete Pipes, PVC Pipes, Build Materials, Sub-Contractor, Drilling & Grouting Sub-Contractor Third Party Supplies, Import Charges, General Expenses, Plants.</i>
2.	FC1 (US \$ Dollar)		* <i>Expatriate Staff, Spare Parts, Hydraulic Binder, Timber & Plywood, Additives & Protectives, Drilling Materials, Miscellaneous, Sub-Contractor, Import Charges, General Expenses, Plants.</i>
3.	FC2 (EUR € EURO)		* <i>Expatriate Staff, Spare Parts, Additives & Protectives, Welding Materials, Miscellaneous, Electrical Sub-Contractor, Import Charges, General Expenses, Equipment, Plants.</i>
TOTAL		100.00	

*[*The above Factors (Inputs) related to the requirement of respective currencies, are for guidance only, and shall be indicated specific to the Contract.]*



A-5
Schedule-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies

[In the Table below, the Bidder shall list the exchange rates used in the currency conversion with reference to Sub Clause IB.14.2.]

Name of payment currency	a Amount of currency	b Rate of exchange (local currency per unit of foreign)	c Local currency equivalent $c = a \times b$	d Percentage of Total Bid Price (TBP) $\frac{100xc}{TBP}$
Local currency (Pak. Rs)		1.00		
FC1 _____				
FC2 _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				



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 as given in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices as given 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.
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, or the same shall be determined by the Engineer in accordance with Clause 13, General Conditions.
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 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 Sub-Clause 13.4 of General Conditions of Contract.
8. The following abbreviations for units have been used in Bill of Quantities:

Units	=	Abbreviations
Cubic Meter	=	cum
Square Meter	=	sqm
Kilogram	=	kg
Provisional Sum	=	PS
Lump-Sum	=	LS



BILL OF QUANTITIES*(Sample)***B. Work Items:**

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

Bill No. 1 - General Items

Bill No. 2 - Earthworks

Bill No. 3 - Culverts and Bridges

Bill No. 4 - Subsurface Drains

Bill No. 5 - Miscellaneous Items

Daywork Schedule

Summary of Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pak. Rupees (PKR) only.



B-3
Schedule-B to Bid

BILL OF QUANTITIES

Bill No. 1 General Items

Item	Description	Specific Provisions Ref.	Unit	Quantity	Rate		Amount PKR
					PKR in figures	PKR in words	
1	2	3	4	5	6		7
101	Insurances of the Works	SP	LS				
102	Insurance of the Goods	SP	LS				
103	Professional Indemnity Insurance	SP	LS				
104	Third party insurance	SP	LS				
105	Workmen Compensation Insurance	SP	LS				
106	Performance Security	SP	LS				
107	Price Adjustment	SP	PS				
108	Provide and equip Engineer's offices	SP	LS				
109	Maintain Engineer's offices	SP	LS				
110	Provide diversion road	SP	LS				
111	Provide for cleaning up the Site on completion	SP	LS				
112	*Provide for other facilities for Engineer and Employer's Personnel		LS				
113	Contingencies		PS				
114	DAAB Fee		PS				
Total for Bill No. 1 _____ (Carried forward to Summary Page)							

*[Note: The above descriptions of items are given by way of example only.][*Refer to SP-14]*



BILL OF QUANTITIES

Bill No. 2 Earthworks

Item	Description	Technical Provisions Ref.	Unit	Quantity	Rate		Amount PKR
					PKR in figures	PKR in words	
1	2	3	4	5	6		7
201		TS					
202							
203							
204							
205							
206							
Total for Bill No. 2					(Carried forward to Summary Page)		

[Note: The above name of Bill is given for example only.]

B-5
Schedule-B to Bid

BILL OF QUANTITIES

Bill No. 3 Culverts and Bridges

Item	Description	Technical Provisions Ref.	Unit	Quantity	Rate		Amount PKR
					PKR in figures	PKR in words	
1	2	3	4	5	6		7
301		TS					
302							
303							
304							
305							
306							
Total for Bill No. 3 _____ (Carried forward to Summary Page)							

[Note: The above name of Bill is given for example only.]



BILL OF QUANTITIES

Daywork Schedule

C. Daywork

General

1. Reference is made to Sub-Clause 13.5 of the General Conditions of Contract. Work shall not be executed on a Daywork basis except by written order of the Engineer. Bidders shall enter basic rates for Daywork items in the Schedules, which rates shall apply to any quantity of Daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward to the Bid Price.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a. The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b. The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour time keeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.



B-9
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
D107	-----etc-----	Hr	--			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122						
Sub Total						
Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule _____						
Total for Daywork: Labour : _____ (Carried forward to Daywork Summary)						

[Note:

1. The above description of items and their quantities are indicative only; the Employer shall fill the type of Labour and quantities thereof, estimated to be utilized under Daywork.
2. The Bidders are required to fill the rest of the columns, Sub Total and percentage of overhead, profit, etc.]



BILL OF QUANTITIES

Daywork Schedule

Daywork Material

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) The basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) The additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) The cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.



B-11
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

II. Material

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete	Cu.M	1,000			
D204	-----etc-----	--	--			
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
Sub Total						
Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 4(b) of Daywork Schedule _____						
Total for Daywork: Material : _____ (Carried forward to Daywork Summary)						

[Note:

1. The above description of items and their quantities are indicative only; the Employer shall fill the type of Material and quantities thereof, estimated to be utilized under Daywork.
2. The Bidders are required to fill the rest of the columns, Sub Total and percentage of overhead, profit, etc.]



BILL OF QUANTITIES

Daywork Schedule

Daywork Constructional Plant

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pak Rupees (PKR).



B-13
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (PKR) in Figure	Rate (PKR) in Words	Extended Amount (PKR)
1	2	3	4	5	6	7
D301	Excavator, face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr	500			
		Hr	400			
		Hr	100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr	500			
		Hr	400			
		Hr	200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr	400			
		Hr	200			
D304	-----etc-----	--	--			
Sub Total						
Total for Daywork: Constructional Plant: _____(Carried forward to Daywork Summary)						

[Note:

1. The above description of items and their quantities are indicative only; the Employer shall fill the type of Plant and quantities thereof, estimated to be utilized under daywork.
2. The Bidders are required to fill the rest of the columns and Sub Total.]



B-14
Schedule-B to Bid

BILL OF QUANTITIES

Daywork Schedule

Summary

Sr. No	Daywork	Amount (PKR)
I.	Labour	
II.	Materials	
III.	Constructional Plant	
Total for Daywork (Carried forward to Summary Page of Bill of Quantities)		



B-15
Schedule-B to Bid

BILL OF QUANTITIES

Summary

Bill No	Bill	Amount (PKR)
1.	General Items	
2.	Earthworks	
3.	Culverts and Bridges	
4.	Subsurface Drains	
5.	Miscellaneous Items	
Sub-Total of Bills		
Daywork Schedule		
Bid Price(Carried forward to Letter Of Bid)		
Federal/ Provincial Sales Tax on Services (%) [To be entered by the Employer]		
Grand Total		

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 of the General Conditions except with respect to DAAB fees and the expenses in accordance with GC Clause 21.



CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 8.3 of the General Conditions, the whole of the Works, and each Section (if any), shall be completed within the Time for Completion for the Works or Section (as the case may be) stated as hereunder and mentioned in Contract Data:

Description	Time for Completion (days)
a) Whole Works	364
b) Section A	
c) Section B	
d) _____	
e) _____	

[The Bidder shall provide, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and Sections of the Works may meet Employer's completion targets in days noted above and counted from the Commencement Date (Attach sheets as required for the specified form of Construction Schedule)]

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:**

Shall indicate 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. **Method of executing the Works:**

The procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]



**E-1
Schedule-E to Bid****LIST OF MAJOR EQUIPMENT**

[The Bidder will provide on Sheet E-2 of this Schedule 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.

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sheet E-3.]



E-2
Schedule-E to Bid

LIST OF MAJOR EQUIPMENT
Owned, Purchased or Leased

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



LIST OF MAJOR EQUIPMENT**Equipment details**

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
The following information shall not be applicable for equipment owned by the Bidder		
Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

[This Table shall be used for each item of Equipment separately]



F-1
Schedule-F to Bid

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



G-1
Schedule-G to Bid

LIST OF SUBCONTRACTORS

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

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

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



H-1
Schedule-H to Bid

ESTIMATED PROGRESS PAYMENTS

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

Quarter	Amounts (1,000 PKR)
1	2
1 st	
2 nd	
3 rd	
4 th	
5 th	
6 th	
7 th	
8 th	
9 th	
Bid Price	



CONSTRUCTION CAMP AND HOUSING FACILITIES

[The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

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) Electrical 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.)]*

Note:

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.

J-1
Schedule-J to Bid

INTEGRITY PACT
DECLARATION OF FEES, COMMISSION AND BROKERAGE, ETC.
PAYABLE BY THE BIDDERS/CONTRACTORS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH PAK. RS. 10.00 MILLION OR MORE

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

..... [Name of Bidder/Contractor] 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 Bidder/ Contractor] 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 Bidder/Contractor] 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 Bidder/Contractor] 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 Bidder/Contractor] 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 Bidder/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:
Signature:
[Seal]

Name of Bidder/Contractor:
Signature:
[Seal]



STANDARD FORMS





BS-1

FORM OF BID SECURITY

Security Executed on _____
(Date)

Expiry on _____
(Date)

Name of Surety with Address: _____

Name of Principal (Bidder) with Address _____

Penal Sum of Security PKR _____ (Pak Rupees _____)

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 **Pakistan Meteorological Department through the Project Director/Chief Meteorologist, Meteorological Complex, University Road, Karachi** (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 _____
(Particulars of Bid) to the said Employer; and

- (1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto _____.
- (2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;
- (3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and
- (4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions 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.



BS-2

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 decide, 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
(Schedule Bank/Insurance Company)

WITNESS:

1. _____

Corporate Secretary (Seal)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address



PS-1

FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the **Pakistan Meteorological Department through the Project Director/Chief Meteorologist, Meteorological Complex, University Road, Karachi** (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 **Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)** (*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 11, Defects After Taking Over, 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 defense 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



PS-2

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 decide, 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

(Schedule Bank/ Insurance Company)

WITNESS:

Signature _____

1. _____

Name _____

Corporate Secretary (Seal)

Title _____

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

LOA-1

Letter of Acceptance

[Letterhead paper of the Employer]

NAME OF CONTRACT: _____

CONTRACT NUMBER: _____

TO : _____

Date: _____

Your Reference: _____

Our Reference: _____

We thank you for your Bid dated _____ for the execution and completion of the Works comprising the above-named Contract and remedying of defects therein, all in conformity with the terms and conditions contained in the Contract.

We have pleasure in accepting your Bid for the Accepted Contract Amount of:

[currency and amount in figures]

[currency and amount in words]

In consideration of you properly and truly performing the Contract, we agree to pay you the Accepted Contract Amount or such other sums to which you may become entitled under the terms of the Contract, at such times and as prescribed by the Contract.

We acknowledge that this Letter of Acceptance creates a binding Contract between us, and we undertake to fulfil all our obligations and duties in accordance with the terms of this Contract.

Signature: _____

Signed by: _____

For and on behalf of: _____

Date: _____



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between **Pakistan Meteorological Department through the Project Director/Chief Meteorologist, Meteorological Complex, University Road, Karachi** (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz., **Installation of Weather Surveillance Radar at Sukkur in the Islamic Republic of Pakistan (SH: Construction of Hostel Accommodation at Sukkur Airport)** 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 witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, in the order of priority, 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:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - Special Provisions;
 - f) The General Conditions;
 - g) The Specifications Part A - Specific Provisions;
 - h) The Specifications Part B - Technical Provisions;
 - i) The Drawings;
 - j) The Completed Schedules to Bid including Schedule of Prices;
 - k) the JV Undertaking (if the Contractor is a JV); and
 - l) [*Employer to insert any other documents forming part of the Contract*]

The addenda/corrigenda, if any, (Excluding part relating to Instructions to Bidders along with Bidding Data) shall be deemed to have been incorporated at the appropriate places in the "Documents forming 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 Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)



DAAB-1

DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract _____

This Agreement made the _____ day of _____ [month], _____ [year], between

Name and contact details of the Employer _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the Contractor _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

Name and contact details of the DAAB Member _____ (name)
 _____ (address)
 _____ (telephone)
 _____ (email / other contact details);

(“DAAB Agreement”)

Whereas:

- A. the Employer and the Contractor have entered (or intend to enter) into the Contract;
- B. under the Contract, the “**DAAB**” or “**Dispute Avoidance/Adjudication Board**” means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [*Constitution of the DAAB*] or Sub-Clause 21.2 [*Failure to Appoint DAAB Members*] of the Conditions of Contract;
- C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:
 - a. the sole member of the DAAB, and where this is the case, all references to the “Other Members” do not apply; or
 - b. one of three members / chairman [*delete the one which is not applicable*] of the DAAB and, where this is the case, the other two persons are:



DAAB-2

_____ (name)	_____ (name)
_____ (address)	_____ (address)
_____ (telephone)	_____ (telephone)
_____ (email/ other contact details)	_____ (email/ other contact details)

the “**Other Members**”; and

D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:
 - (a) Clause 21 [*Disputes and Arbitration*] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and
 - (b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.
2. [Details of amendments to the GCs, if any. For example:
In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]
3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.
In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:
monthly fee _____ per month, and
daily fee of _____ per day
(or as otherwise set under Sub-Clause 9.3 of the GCs).
4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.
5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.
6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).



DAAB-3

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Print name: _____	Print name: _____	DAAB Member
Title: _____	Title: _____	Title: _____
for and on behalf of the Employer	for and on behalf of the Contractor	
in the presence of	in the presence of	in the presence of
Witness: _____	Witness: _____	Witness: _____
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
_____	_____	_____
Date: _____	Date: _____	Date: _____



MG-1

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

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 Pak Rupees _____ (PKR _____) 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, _____

(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, on the part of the Contractor, of which the Employer at his discretion of making decision, 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 PKR _____ (Pak Rupees _____).

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



MG-2

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.

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor
(Scheduled Bank/ ~~Insurance Company~~)

Signature _____

Name _____

Title _____
Corporate Guarantor (Seal)



CONDITIONS OF CONTRACT





CONDITIONS OF CONTRACT

The Conditions of Contract comprise two parts:

- (a) General Conditions
- (b) Particular Conditions

General Conditions

These Conditions are the “General Conditions” which form part of the “FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer Second Edition (2017 Red book, Reprinted 2022 with amendments)” published by:

International Federation of Consulting Engineers
(Fédération Internationale des Ingénieurs – Conseils) – (FIDIC)
World Trade Center II - Geneva Airport
P. O. Box 311
CH-1215 Geneva 15
Switzerland
Email: fidic@fidic.org, fidic.pub@fidic.org
Website: <https://fidic.org/bookshop>

The successful Bidder after award of Works shall have to provide two (02) copies of above said “General Conditions” for incorporation in the Contract.



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT

FOR WORKS OF CIVIL

ENGINEERING CONSTRUCTION

**PART I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT**

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments



CONTENTS**PART I: GENERAL CONDITIONS****Definitions and Interpretation**

- 1.1 Definitions
- 1.2 Headings and Marginal Notes
- 1.3 Interpretation
- 1.4 Singular and Plural
- 1.5 Notices, Consents, Approvals, Certificates and Determinations

Engineer and Engineer's Representative

- 2.1 Engineer's Duties and Authority
- 2.2 Engineer's Representative
- 2.3 Engineer's Authority to Delegate
- 2.4 Appointment of Assistants
- 2.5 Instructions in Writing
- 2.6 Engineer to Act Impartially

Assignment and Subcontracting

- 3.1 Assignment of Contract
- 4.1 Subcontracting
- 4.2 Assignment of Subcontractors' Obligations

Contract Documents

- 5.1 Language/s and Law
- 5.2 Priority of Contract Documents
- 6.1 Custody and Supply of Drawings and Documents
- 6.2 One Copy of Drawings to be Kept on Site
- 6.3 Disruption of Progress
- 6.4 Delays and Cost of Delay of Drawings
- 6.5 Failure by Contractor to Submit Drawings
- 7.1 Supplementary Drawings and Instructions
- 7.2 Permanent Works Designed by Contractor
- 7.3 Responsibility Unaffected by Approval

General Obligations

- 8.1 Contractor's General Responsibilities
- 8.2 Site Operations and Methods of Construction
- 9.1 Contract Agreement
- 10.1 Performance Security
- 10.2 Period of Validity of Performance Security
- 10.3 Claims under Performance Security
- 11.1 Inspection of Site
- 12.1 Sufficiency of Tender
- 12.2 Not Foreseeable Physical Obstructions or Conditions



- 13.1 Work to be in Accordance with Contract
- 14.1 Programme to be Submitted
- 14.2 Revised Programme
- 14.3 Cash Flow Estimate to be Submitted
- 14.4 Contractor not Relieved of Duties or Responsibilities
- 15.1 Contractor's Superintendence
- 16.1 Contractor's Employees
- 16.2 Engineer at Liberty to Object
- 17.1 Setting-out
- 18.1 Boreholes and Exploratory Excavation
- 19.1 Safety, Security and Protection of the Environment
- 19.2 Employer's Responsibilities
- 20.1 Care of Works
- 20.2 Responsibility to Rectify Loss or Damage
- 20.3 Loss or Damage Due to Employer's Risks
- 20.4 Employer's Risks
- 21.1 Insurance of Works and Contractor's Equipment
- 21.2 Scope of Cover
- 21.3 Responsibility for Amounts not Recovered
- 21.4 Exclusions
- 22.1 Damage to Persons and Property
- 22.2 Exceptions
- 22.3 Indemnity by Employer
- 23.1 Minimum Amount of Insurance
- 23.2 Cross Liabilities
- 23.3 Accident or Injury to Workmen
- 24.1 Third Party Insurance (including Employer's Property)
- 24.2 Insurance Against Accident to Workmen
- 25.1 Evidence and Terms of Insurances
- 25.2 Adequacy of Insurances
- 25.3 Remedy on Contractor's Failure to Insure
- 25.4 Compliance with Policy Conditions
- 26.1 Compliance with Statutes, Regulations
- 27.1 Fossils
- 28.1 Patent Rights
- 28.2 Royalties
- 29.1 Interference With Traffic and Adjoining Properties
- 30.1 Avoidance of Damage to Roads
- 30.2 Transport of Contractor's Equipment or Temporary Works
- 30.3 Transport of Materials or Plant
- 30.4 Waterborne Traffic
- 31.1 Opportunities for Other Contractors
- 31.2 Facilities for Other Contractors
- 32.1 Contractor to Keep Site Clear
- 33.1 Clearance of Site on Completion

Labour

- 34.1 Engagement of Staff and Labour
- 35.1 Returns of Labour and Contractor's Equipment



Materials, Plant and Workmanship

- 36.1 Quality of Materials, Plant and Workmanship
- 36.2 Cost of Samples
- 36.3 Cost of Tests
- 36.4 Cost of Tests not Provided for
- 36.5 Engineer's Determination where Tests not Provided for
- 37.1 Inspection of Operations
- 37.2 Inspection and Testing
- 37.3 Dates for Inspection and Testing
- 37.4 Rejection
- 37.5 Independent Inspection
- 38.1 Examination of Work before Covering up
- 38.2 Uncovering and Making Openings
- 39.1 Removal of Improper Work, Materials or Plant
- 39.2 Default of Contractor in Compliance

Suspension

- 40.1 Suspension of Work
- 40.2 Engineer's Determination following Suspension
- 40.3 Suspension lasting more than 84 Days

Commencement and Delays

- 41.1 Commencement of Works
- 42.1 Possession of Site and Access Thereto
- 42.2 Failure to Give Possession
- 42.3 Rights of Way and Facilities
- 43.1 Time for Completion
- 44.1 Extension of Time for Completion
- 44.2 Contractor to Provide Notification and Detailed Particulars
- 44.3 Interim Determination of Extension
- 45.1 Restriction on Working Hours
- 46.1 Rate of Progress
- 47.1 Liquidated Damages for Delay
- 47.2 Reduction of Liquidated Damages
- 48.1 Taking-Over Certificate
- 48.2 Taking-Over of Sections or Parts
- 48.3 Substantial Completion of Parts
- 48.4 Surfaces Requiring Reinstatement

Defects Liability



- 49.1 Defects Liability Period
- 49.2 Completion of Outstanding Work and Remedying Defects
- 49.3 Cost of Remedying Defects
- 49.4 Contractor's Failure to Carry Out Instructions
- 50.1 Contractor to Search

Alterations, Additions and Omissions

- 51.1 Variations
- 51.2 Instructions for Variations
- 52.1 Valuation of Variations
- 52.2 Power of Engineer to Fix Rates
- 52.3 Variations Exceeding 15 percent
- 52.4 Daywork

Procedure for Claims

- 53.1 Notice of Claims
- 53.2 Contemporary Records
- 53.3 Substantiation of Claims
- 53.4 Failure to Comply
- 53.5 Payment of Claims

Contractor's Equipment, Temporary Works and Materials

- 54.1 Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works.
- 54.2 Employer not Liable for Damage
- 54.3 Customs Clearance
- 54.4 Re-export of Contractor's Equipment
- 54.5 Conditions of Hire of Contractor's Equipment
- 54.6 Costs for the Purpose of Clause 63
- 54.7 Incorporation of Clause in Subcontracts
- 54.8 Approval of Materials not Implied

Measurement

- 55.1 Quantities
- 56.1 Works to be Measured
- 57.1 Method of Measurement
- 57.2 Breakdown of Lump Sum Items

Provisional Sums

- 58.1 Definition of "Provisional Sum"
- 58.2 Use of Provisional Sums



58.3 Production of Vouchers

Nominated Subcontractors

- 59.1 Definition of "Nominated Subcontractors"
- 59.2 Nominated Subcontractors; Objection to Nomination
- 59.3 Design Requirements to be Expressly Stated
- 59.4 Payments to Nominated Subcontractors
- 59.5 Certification of Payments to Nominated Subcontractors

Certificates and Payment

- 60.1 Monthly Statements
- 60.2 Monthly Payments
- 60.3 Payment of Retention Money
- 60.4 Correction of Certificates
- 60.5 Statement at Completion
- 60.6 Final Statement
- 60.7 Discharge
- 60.8 Final Payment Certificate
- 60.9 Cessation of Employer's Liability
- 60.10 Time for Payment
- 61.1 Approval only by Defects Liability Certificate
- 62.1 Defects Liability Certificate
- 62.2 Unfulfilled Obligations

Remedies

- 63.1 Default of Contractor
- 63.2 Valuation at Date of Termination
- 63.3 Payment after Termination
- 63.4 Assignment of Benefit of Agreement
- 64.1 Urgent Remedial Work

Special Risks

- 65.1 No Liability for Special Risks
- 65.2 Special Risks
- 65.3 Damage to Works by Special Risks
- 65.4 Projectile, Missile
- 65.5 Increased Costs arising from Special Risks
- 65.6 Outbreak of War
- 65.7 Removal of Contractor's Equipment on Termination
- 65.8 Payment if Contract Terminated

Release from Performance

- 66.1 Payment in Event of Release from Performance

Settlement of Disputes

- 67.1 Engineer's Decision



67.2 Amicable Settlement

67.3 Arbitration

67.4 Failure to Comply with Engineer's Decision

Notices

68.1 Notice to Contractor

68.2 Notice to Employer and Engineer

68.3 Change of Address

Default of Employer

69.1 Default of Employer

69.2 Removal of Contractor's Equipment

69.3 Payment on Termination

69.4 Contractor's Entitlement to Suspend Work

69.5 Resumption of Work

Changes in Cost and Legislation

70.1 Increase or Decrease of Cost

70.2 Subsequent Legislation

Currency and Rates of exchange

71.1 Currency Restrictions

72.1 Rates of Exchange

72.2 Currency Proportions

72.3 Currencies of Payment for Provisional Sums

REFERENCE TO PART II

INDEX

TENDER (NOT USED)

AGREEMENT (NOT USED)



PART I - GENERAL CONDITIONS**Definitions and Interpretation****1.1 Definitions**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- (a) (i) "Employer" means the person named as such in Part II of these Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- (ii) "Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- (iv) "Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.
- (v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2.
- (b) (i) "Contract" means these Conditions (Parts I and II), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.
- (iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the



provisions of the Contract, as accepted by the Letter of Acceptance.

- (vi) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
"Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
 - (vii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (c) (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.
- (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause (44) calculated from the Commencement Date.
- (d) (i) "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works of any Section or part thereof are taken over by the Employer.
- (ii) "Taking-Over Certificate" means a certificate issued pursuant to Clause 48.
- (e) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2(a).
- (iii) "Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.
- (e) (i) "Works" means the Permanent Works and the Temporary Works or either of them as appropriate.
- (ii) "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract
- (iii) "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- (iv) "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- (v) "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (vi) "Section" means a part of the Works specifically identified in the Contract as a Section.



- (vii) "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g) (i) "cost" means all expenditure properly incurred or to be incurred, whether, on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (ii) "day" means calendar day.
- (iii) "foreign currency" means a currency of a country other than that in which the Works are to be located.
- (iv) "writing" means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

1.2 Headings and Marginal Notes

The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

1.3 Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

1.4 Singular and Plural

Words importing the singular only also include the plural and vice versa where the context requires.

1.5 Notices, Consents, Approvals, Certificates and Determinations

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

Engineer and Engineer's Representative

2.1 Engineer's Duties and Authority

- (a) The Engineer shall carry out the duties specified in the Contract.
- (b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.
- (c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

2.2 Engineer's Representative

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.



2.3 **Engineer's Authority to Delegate**

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

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

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

2.4 **Appointment of Assistants**

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

2.5 **Instructions in Writing**

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

The provisions of this Sub-Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause 2.4.

2.6 **Engineer to Act Impartially**

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

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

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent expression of satisfaction, or approval,



determination of value or action may be opened up, reviewed or revised as provided in Clause 67.

Assignment and Subcontracting

3.1 Assignment of Contract

The Contractor shall not, without the prior consent of the Employer (which consent, notwithstanding the provisions of Sub-Clause 1.5, shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:

- (a) a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract, or
- (b) assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

4.1 Subcontracting

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

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

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

4.2 Assignment of Subcontractors' Obligations

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

Contract Documents

5.1 Language/s and Law

There is stated in Part II of these Conditions:



- (a) the language or languages in which the Contract documents shall be drawn up, and
- (b) the country or state the law of which shall apply to the Contract and according to which the Contract shall be construed.

If the said documents are written in more than one language, the language according to which the Contract shall be construed and interpreted is also stated in Part II of these Conditions, being therein designated the "Ruling Language".

5.2 **Priority of Contract Documents**

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The Tender;
- (4) Part II of these Conditions;
- (5) Part I of these Conditions; and
- (6) Any other document forming part of the Contract.

6.1 **Custody and Supply of Drawings and Documents**

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

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

6.2 **One Copy of Drawings to be Kept on Site**

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

6.3 **Disruption of Progress**

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



6.4 **Delay and Cost of Delay of Drawings**

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

6.5 **Failure by Contractor to Submit Drawings**

If the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure by the Contractor into account when making his determination pursuant to Sub-Clause 6.4.

7.1 **Supplementary Drawings and Instructions**

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

7.2 **Permanent Works Designed by Contractor**

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

- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- (b) operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such operation and maintenance manuals together with drawings on completion have been submitted to and approved by the Engineer.

7.3 **Responsibility Unaffected by Approval**

Approval by the Engineer, in accordance with Sub-Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.

General Obligations

8.1 **Contractor's General Responsibilities**

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the



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

8.2 **Site Operations and Methods of Construction**

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

9.1 **Contract Agreement**

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

10.1 **Performance Security**

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 28 days after the receipt of the Letter of Acceptance, in the sum stated in the Appendix to Tender. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing. Such security shall be in the form annexed to these Conditions or in such other form as may be agreed between the Employer and the Contractor. The institution providing such security shall be subject to the approval of the Employer. The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.

10.2 **Period of Validity of Performance Security**

The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.

10.3 **Claims under Performance Security**

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

11.1 **Inspection of Site**

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- (a) the form and nature thereof, including the sub-surface conditions,



- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

12.1 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

12.2 **Not Foreseeable Physical Obstructions or Conditions**

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

13.1 **Work to be in Accordance with Contract**

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

14.1 **Programme to be Submitted**

The Contractor shall, within the time stated in Part II of these Conditions after the date of the



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

14.2 **Revised Programme**

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

14.3 **Cash Flow Estimate to be Submitted**

The Contractor shall, within the time stated in Part II of these Conditions after the date 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.

14.4 **Contractor not Relieved of Duties or Responsibilities**

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

15.1 **Contractor's Superintendence**

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

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

16.1 **Contractor's Employees**

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

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

16.2 **Engineer at Liberty to Object**



The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

17.1 **Setting-out**

The Contractor shall be responsible for:

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

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and other things used in setting-out the Works.

18.1 **Boreholes and Exploratory Excavation**

If, at any time during the execution of the Works, the Engineer requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 51, unless an item or a Provisional Sum in respect of such work is included in the Bill of Quantities.

19.1 **Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the Works

and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.



19.2 **Employer's Responsibilities**

If under Clause 31 the Employer shall carry out work on the Site with his own workmen he shall, in respect of such work:

- (a) have full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

20.1 **Care of Works**

If under Clause 31 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger. The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- (a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 49.

20.2 **Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

20.3 **Loss or Damage Due to Employer's Risks**

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination or risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

20.4 **Employer's Risks**

The Employer's risks are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,



- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractor and arising from the conduct of the Works,
- (f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

21.1 Insurance of Works and Contractor's Equipment

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 20, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit),
- (b) an additional sum of 15 per cent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

21.2 Scope of Cover

The insurance in paragraphs (a) and (b) of Sub-Clause 21.1 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 21.4, from the start of work at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the Contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Periods, and
 - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.



21.3 Responsibility for Amounts not Recovered

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 20.

21.4 Exclusions

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by:

- (a) war, hostilities (where war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, revolution, insurrection, or military or usurped power, or civilwar,
- (c) ionising, radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

22.1 Damage to Persons and Property

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

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

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 22.2.

22.2 Exceptions

The "exceptions" referred to in Sub-Clause 22.1 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, is or through any land,
- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and
- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect



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

22.3 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 22.2

23.1 Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 22.2.

23.2 Minimum Amount of Insurance

Such insurance shall be for at least the amount stated in the Appendix to Tender.

23.3 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insureds.

24.1 Accident or Injury to Workmen

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

24.2 Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under the Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

25.1 Evidence and Terms of Insurances

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with



insurers and in terms approved by the Employer.

25.2 Adequacy of Insurances

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

25.3 Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 25.1, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

25.4 Compliance with Policy Conditions

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

26.1 Compliance with Statutes, Regulations

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

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

and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 22.3.

27.1 Fossil

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

28.1 Patent Rights



The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

28.2 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

29.1 Interference with Traffic and Adjoining Properties

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

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

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

30.1 Avoidance of Damage to Roads

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

30.2 Transport of Contractor's Equipment or Temporary Works

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

30.3 Transport of Materials or Plant

If, notwithstanding Sub-Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall



notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the haulier of such materials or Plant is required to indemnify the road authority against damage the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Employer shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 30.1, then the amount determined by the Engineer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided also that the Employer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Employer shall consult with the Contractor before such settlement is agreed.

30.4 **Waterborne Traffic**

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

31.1 **Opportunities for Other Contractors**

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen,
- (b) the workmen of the Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

31.2 **Facilities for Other Contractors**

If, however, pursuant to Sub-Clause 31.1 the Contractor shall, on the written request of the Engineer:

- (a) make available to any other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,
- (b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

32.1 **Contractor to Keep Site Clear**

During the execution of the Works the Contractor shall keep the Site reasonably free from all



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

33.1 Clearance of Site on Completion

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

Labour

34.1 Engagement of Staffs and Labour

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

35.1 Returns of Labour and Contractor's Equipment

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

Materials, Plant and Workmanship

36.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be:

- (a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
- (b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

36.2 Cost of Samples

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

36.3 Cost of Tests

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

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



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

36.4 **Cost of Tests not Provided for**

If any test required by the Engineer which is:

- (a) not intended by or provided for,
- (b) (in the cases above mentioned) not so particularised, or
- (c) (through so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested,

shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 36.5 shall apply.

36.5 **Engineer's Determination where Tests not Provided for**

Where, pursuant to Sub-Clause 36.4, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time of which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

37.1 **Inspection of Operations**

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

37.2 **Inspection and Testing**

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

37.3 **Dates for Inspection and Testing**

The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorised representative, does not attend on the date agreed, the Contractor



may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the tests readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate.

37.4 Rejection

If, at the time and place agreed in accordance with Sub-Clause 37.3, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the test shall after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the

Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

37.5 Independent Inspection

The Engineer may delegate inspection and testing of materials or Plant to an independent inspector. Any such delegation shall be effected in accordance with Sub-Clause 2.4 and for this purpose such independent inspector shall be considered as an assistant of the Engineer. Notice of such appointment (not being less than 14 days) shall be given by the Engineer to the Contractor.

38.1 Examination of Work before Covering up

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

38.2 Uncovering and Making Openings

The Contractor shall uncover any part of the Works or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of Sub-Clause 38.1 and is found to be executed in accordance with the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount the Contractor's costs in respect of such of uncovering, making openings in or through, reinstating and making good the same, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. In any other case all costs shall be borne by the Contractor.

39.1 Removal of Improper Work, Materials or Plant

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

- (a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the



Contract,

- (b) the substitution of proper and suitable materials or Plant, and
- (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of
 - (i) materials, Plant or workmanship, or
 - (ii) design by the Contractor or for which he is responsible,is not, in the opinion of the Engineer, in accordance with the Contract.

39.2 **Default of Contractor in Compliance**

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

Suspension

40.1 **Suspension of Work**

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

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions of the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4), Sub-Clause 40.2 shall apply.

40.2 **Engineer's Determination following Suspension**

Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

and shall notify the Contractor accordingly, with a copy to the Employer.



40.3 Suspension lasting more than 84 Days

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 40.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub-Clause 69.1, whereupon the provisions of Sub-Clause 69.2 and 69.3 shall apply.

Commencement and Delays

41.1 Commencement of Works

The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

42.1 Possession of Site and Access Thereto

Save insofar as the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- (b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of
- (c) so much of the Site, and
- (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with a copy to the Employer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.

42.2 Failure to Give Possession

If the Contractor suffers delay and/or incurs costs from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 42.1, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price,



and shall notify the Contractor accordingly, with a copy to the Employer.

42.3 **Rights of Way and Facilities**

The Contractor shall bear all costs and charges for special or temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

43.1 **Time for Completion**

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 48, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

44.1 **Extension of Time for Completion**

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

Being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

44.2 **Contractor to Provide Notification and Detailed Particulars**

Provided that the Engineer is not bound to make any determination unless the Contractor has

- (a) within 28 days after such event has first arisen notified the Engineer with a copy to the Employer, and
- (b) within 28 days or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

44.3 **Interim Determination of Extension**

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the



Contractor of the determination, with a copy to

the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer.

45.1 Restriction on Working Hours

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognised days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

46.1 Rate of Progress

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

47.1 Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his

obligations and liabilities under the Contract.

47.2 Reduction of Liquidated Damages

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of Alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

48.1 Taking-Over Certificate



When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the

Engineer, of the Works so specified and remedying any defects so notified.

48.2 Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

48.3 Substantial Completion of Parts

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

48.4 Surfaces Requiring Reinstatement

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

Defects Liability

49.1 Defects Liability Period

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



- (a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or
- (b) in the event of more than one certificate having issued by the Engineer under Clause 48, the respective dates so certified,

and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

49.2 **Completion of Outstanding Work and Remedying Defects**

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

- (a) complete the work, if any, outstanding on the date stated in the Taking Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

49.3 **Cost of Remedying Defects**

All work referred to in Sub-Clause 49.2(b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or
- (c) the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

49.4 **Contractor's Failure to Carry Out Instructions**

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

50.1 **Contractor to Search**

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with a copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify



the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

Alterations, Additions and Omissions

51.1 Variations

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

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

51.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

52.1 Valuation of Variations

All variations referred to in Clause 51 and any additions to the Contract Price which are required to be determined in accordance with Clause 52 (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.



52.2 Power of Engineer to Fix Rates

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 60.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52.1 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or
- (b) by the Engineer to the Contractor of his intention to vary a rate or price.

52.3 Variations Exceeding 15 per cent

If, on the issue of the Taking-Over Certificate for the whole of the Works, it is found that as a result of:

- (a) all varied work valued under Sub-Clauses 52.1 and 52.2, and
- (b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, dayworks and adjustment of price made under Clause 70.

but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for dayworks, if any) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sums as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of

the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.



52.4 Daywork

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a daywork basis. The Contractor shall then be paid for such varied work under the terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to provide the amounts paid and, before ordering material, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the Works executed on a daywork basis, the Contractor shall during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefor other than Contractor's Equipment which is included in the percentage addition in accordance with such daywork schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the end of each month the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as daywork, on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

Procedure for Claims

53.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

53.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.



53.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all

accounts sent to the Engineer pursuant to this Sub-Clause.

53.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 67.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clause 53.2 and 53.3).

53.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 60 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

Contractor's Equipment, Temporary Works and Materials

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

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

54.2 Employer not Liable for Damage

The Employer shall not at any time be liable, save as mentioned in Clauses 20 and 65, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

54.3 Customs Clearance

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



54.4 **Re-export of Contractor's Equipment**

In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavours to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of Contract.

54.5 **Conditions of Hire of Contractor's Equipment**

With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Employer within 7 days after the date on which any termination has become effective, and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Employer on the same terms in all respect as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of execution and completing the Works and remedying any defects therein, under the terms of the said Clause 63.

54.6 **Costs for the Purpose of Clause 63**

In the event of the Employer entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause 54.5, all sums properly paid by the Employer under the provision of any such agreement and all costs incurred by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 63, to be part of the cost of executing and completing the Works and the remedying of any defects therein.

54.7 **Incorporation of Clause in Subcontracts**

The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor.

54.8 **Approval of Materials not Implied**

The operation of this Clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

Measurement

55.1 **Quantities**

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

56.1 **Works to be Measured**

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in



accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall:

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

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

57.1 Method of Measurement

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

57.2 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause 60.1, the Contractor shall submit to the Engineer, within 28 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

Provisional Sums

58.1 Definition of "Provisional Sum"

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

58.2 Use of Provisional Sums

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

- (a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52,

and



- (b) a nominated Subcontractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefor shall be determined and paid in accordance with Sub-Clause 59.4.

58.3 **Production of Vouchers**

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

Nominated Subcontractors

59.1 **Definition of "Nominated Subcontractors"**

All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Employer or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "nominated Subcontractors".

59.2 **Nominated Subcontractors; Objection to Nomination**

The Contractor shall not be required by the Employer or the Engineer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection, or who declines to enter into subcontract with the Contractor containing provisions:

(a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Employer under the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and

(b) that the nominated Subcontractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

59.3 **Design Requirements to be Expressly Stated**

If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated



Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

59.4 **Payments to Nominated Subcontractors**

For all work executed or goods, materials, Plant or services supplied by any nominated Subcontractor, the Contractor shall be entitled to:

(a) the actual price paid or due to be paid by the Contractor, on the instructions of the Engineer, and in accordance with the subcontract;

(b) in respect of labour supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 58.2, as may be determined in accordance with Clause 52; and

(c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix to Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.

59.5 **Certification of Payments to Nominated Subcontractors**

Before issuing, under Clause 60 any certificate, which includes any payment in respect of work done or goods, materials, Plant or services supplied by any nominated Subcontractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials, Plant or services of such nominated Subcontractor have been paid or discharged by the Contractor. If the Contractor fails to supply such proof then, unless the Contractor:

(a) satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment, and

(b) produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing,

the Employer shall be entitled to pay to such nominated Subcontractor direct, upon the certificate of the Engineer, all payments, less retention, provided for in the nominated Subcontract, which the Contractor has failed to make to such nominated Subcontractor and to deduct by way of set-off the amount so paid by the Employer from any sums due or to become due from the Employer to the Contractor.

Provided that, where the Engineer has certified and the Employer has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

Certificates and Payment

60.1 **Monthly Statements**



The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer in accordance with the Sub-Clause 15.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) the value of the Permanent Works executed,
- (b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, dayworks and the like,
- (c) the percentage of the invoice value of listed materials, all as stated in the Appendix to Tender, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,
- (d) adjustments under Clause 70, and
- (e) any other sum to which the Contractor may be entitled under the Contract or otherwise.

60.2 Monthly Payments

The Engineer shall, within 28 days of receiving such statement, certify to the Employer the amount of payment to the Contractor which he considers due and payable in respect thereof, subject:

- a. firstly, to the retention of the account calculated by applying the Percentage of Retention stated in the Appendix to Tender, to the amount to which the Contractor is entitled under paragraph (a), (b), (c) and (e) of Sub-Clause 60.1 until the amount so retained reaches the Limit of Retention Money stated in the Appendix to Tender, and
- b. secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer.

Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix to Tender.

Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Employer.

60.3 Payment of Retention Money

- (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent

Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

- (b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or part of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such



periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

60.4 Correction of Certificates

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.5 Statement at Completion

Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a Statement at Completion with supporting documents showing in detail, in the form approved by the Engineer:

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

The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall verify payment in accordance with Sub-Clause 60.2.

60.6 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer:

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

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "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 deliver to the Employer an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 67.

60.7 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.

60.8 Final Payment Certificate

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

60.9 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 60.5.

60.10 Time for Payment

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment 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 times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to Tender 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.

61.1 Approval only by Defects Liability Certificate

Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute approval of the Works.

61.2 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects



Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

62.2 Unfulfilled Obligations

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

Remedies

63.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or

readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or Contract, if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
 - (i) to commence the Works in accordance with Sub-Clause 41.1,
 - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after having received it
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 4.1,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The



Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

63.2 **Valuation at Date of Termination**

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

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

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

63.3 **Payment after Termination**

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

63.4 **Assignment of Benefit of Agreement**

Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and termination referred to in Sub-Clause 63.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

64.1 **Urgent Remedial Work**

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



Special Risks

65.1 No Liability for Special Risks

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,
- (b) destruction of or damage to property, whether of the Employer or third parties, or
- (c) injury or loss of life.

65.2 Special Risks

The Special Risks are:

- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 20.4, and
- (b) the risks defined under paragraph (b) of Sub-Clause 20.4 insofar as these relate to the country in which the Works are to be executed.

65.3 Damage to Works by Special Risks

If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

- (a) rectifying any such destruction or damage to the Works, and
- (b) replacing or rectifying such materials or Contractor's Equipment,

and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Engineer) and shall notify the Contractor accordingly, with a copy to the Employer.

65.4 Projectile, Missile

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munition, or explosive of war, shall be deemed to be a consequence of the said special risks.

65.5 Increased Costs arising from Special Risks

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Work (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation



with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

65.6 **Outbreak of War**

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavour to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this clause and Clause 67, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

65.7 **Removal of Contractor's Equipment on Termination**

If the Contract is terminated under the provisions of Sub-Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors

to do so.

65.8 **Payment if Contract Terminated**

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper portion of any such items which have been partially carried out or performed;
- (b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- (c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;
- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) the reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer



shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.

Release from Performance

66.1 Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either party to fulfill his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 65 if the Contract had been terminated under the provisions of Clause 65.

Settlement of Disputes

67.1 Engineer's Decision

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

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

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before

the eighty-fourth day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 67.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.



67.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

67.3 Arbitration

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 67.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 67.2,

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

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.

67.4 Failure to Comply with Engineer's Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 67.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 67.3. The provisions of Sub-Clause 67.1 and 67.2 shall not apply to any such reference.

Notices**68.1 Notice to Contractor**

All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

68.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall



be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated for that purpose in Part II of these Conditions.

68.3 **Change of Address**

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

Default of Employer

69.1 **Default of Employer**

In the event of the Employer:

- (a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

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

69.2 **Removal of Contractor's Equipment**

Upon the expiry of the 14 days' notice referred to in Sub-Clause 69.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 54.1, with all reasonable despatch, remove from the Site all Contractor's Equipment brought by him thereon.

69.3 **Payment on Termination**

In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65, but, in addition to the payments specified in Sub-Clause 65.8, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

69.4 **Contractor's Entitlement to Suspend Work**

Without prejudice to the Contractor's entitlement to interest under Sub-Clause 60.10 and to terminate under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions



of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
 - (b) the amount of such costs, which shall be added to the Contract Price,
- and shall notify the Contractor accordingly, with a copy to the Employer.

69.5 **Resumption of Work**

Where the Contractor suspends work or reduces the rate of work, having given notice in accordance with Sub-Clause 69.4, and the Employer subsequently pays the amount due, including interest pursuant to Sub-Clause 60.10, the Contractor's entitlement under Sub-Clause 69.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

Changes in Cost and Legislation

70.1 **Increase or Decrease of Cost**

There shall be added to or deducted from the Contract Price such sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as may be determined in accordance with part II of these Conditions.

70.2 **Subsequent Legislation**

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 70.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

Currency and Rates of Exchange

71.1 **Currency Restrictions**

If, after the date 28 days prior to the latest date for submission of tenders for the Contract, the Government or authorized agency of the Government of the country in which the Works are being or are to be executed imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in which the Contract Price is to be paid, the Employer shall reimburse any loss or damage to the Contractor arising therefrom, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.

72.1 **Rates of Exchange**

Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the Works are to be executed.

72.1 **Currency Proportions**



Where the Employer has required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall, unless otherwise stated in Part II of these Conditions, be those prevailing, as determined by the Central Bank of the country in which the Works are to be executed, on the date 28 days prior to the latest date for the submission of tenders for the Contract, as has been notified to the Contractor by the Employer prior to the submission of tenders or as provided for in the Tender.

72.3 Currencies of Payment for Provisional Sums

Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of Provisional Sums shall be determined in accordance with the principles set forth in Sub-Clauses 72.1 and 72.2 as and when these sums are utilised in whole or in part in accordance with the provisions of Clauses 58 and 59.

REFERENCE TO PART II

NOT TO BE COPIED



INDEX**PART I GENERAL CONDITIONS**

INDEX	Clause
Access to Site	42.1
Access to Works, Engineer	37.1
Access, Contractor to Satisfy Himself	11.1
Accident or Injury to Workmen - Insurance Against	24.2
Accident or Injury to Workmen - Liability for	24.1
Address, Change of	68.3
Adequacy of Insurance	25.2
Adjustment of Contract Price if Variations Exceed 15 percent of Tender Sum	52.3
Agreement	9.1
Alterations, Additions and Omissions	51&52
Ambiguities in Contract Documents	5.2
Amicable Settlement of Disputes	67.2
Appointment of Assistants to Engineer	2.4
Approval by the Engineer	7.3
Approval of Materials not Implied	54.8
Approval Only by Defects Liability Certificate	61.1
Arbitration	67.3
Assignment of Contract	3.1
Avoidance of Damage to Roads	30.1
Bills of Quantities – Estimated Only	55.1
Boreholes and Exploratory Excavation	18.1
Breakdown of Lump Sum items	57.2
Care of works	20.1
Cash Flow Estimate to be Submitted	14.3
Certificate, Final	60.8
Certificate and Payment, Monthly Statements	60.1
Certificates, Correction of	60.4
Certificate, Taking-Over	48.1
Certification of Completion of Works	48.1
Certification of Completion of Sections or Parts	48.2
Cessation of Employer's Liability	60.9
Change of Address, Notice of	68.3
Claims, Contemporary Records	53.2
Claims, Notice of	53.1
Claims, Payment of	53.5
Claims, Substantiation of	53.3
Claims Under Performance Security	10.3
Clearance of Site on Completion	33.1
Commencement of Works	41.1
Completion of Works, Time for	43.1
Completion of Works, Time for, Extension of	44.1
Completion, Statement at	60.5
Compliance with Insurance Policy Conditions	25.4
INDEX	Clause
Compliance with Statues and Regulations	26.1
Contemporary Records for Claims	53.2
Contract Agreement	9.1
Contract Not Relieved of Duties or Responsibilities	14.4
Contractor's Employees	16.1
Contractor's Employees, Engineer at Liberty to Object	16.2



Contractor's Entitlement to Suspend Work for Employer's Default	69.4
Contractor's Equipment, Conditions of Hire	54.5
Contractor's Equipment, Employer not Liable for Damage	54.2
Contractor's Equipment, Insurance of	21.1
Contractor's Equipment, Reference in Subcontracts	54.7
Contractor's Equipment, Temporary Works and Material; Exclusive Use for the Works	54.1
Contractor's Equipment, Transport of	30.2
Contractor's Failure to Carry Out Instructions	49.4
Contractor's Failure to Insure, Remedy	25.3
Contractor's General Responsibilities	8.1
Contractor's Superintendence	15.1
Contractor to Keep Site Clear	32.1
Contractor to Search	50.1
Correction of Certificates	60.4
Cost of Remedying Defects	49.3
Cost of Samples	36.2
Cost of Tests	35.3
Cost of Tests not Provided for	36.4
Covering up Work, Examination Before	38.1
Cross Liabilities	23.3
Currencies of Payment for Provisional Sums	72.3
Currencies, Rates of Exchange	72.1
Currency Restrictions	71.1
Custody and Supply of Drawings and Documents	6.1
Customs Clearance	54.3
Damage to Persons and Property	22.1
Damage to Roads, Avoidance of	30.1
Damage to Works, Special Risks	65.3
Damages, Liquidated	47.1
Dates for Inspection and Testing	37.3
Daywork	52.4
Decrease or Increase of Costs	70.1
Default of Contractor in Compliance with Instructions on Improper Work	39.2
Default of Contractor, Remedies for	63.1
Default of Employer	69.1
Defective Materials ad Work	39.1
Defects, Cost of Remedying	49.3
Defects Liability Certificate	62.1
Defects Liability Period	49.1
Defects, Remedying of	49.2
Definitions	1.1

INDEX**Clause**

Delay, Liquidated Damages for	47.1
Delays and Cost of Delay of Drawings	6.4
Design by Nominated Subcontractors	59.3
Discharge	60.7
Discrepancies in Documents	5.2
Dismissal of Contractor's Employees	16.2
Disorderly Conduct, etc.	34.1
Dispute, Engineer's Decision	67.1
Disruption of Progress	6.3
Documents Mutually Explanatory	5.2
Drawings	6&7
Drawings and Documents - Custody and Supply of	6.1



Drawings and Instructions – Supplementary	7.1
Drawing, Copy to be Kept on Site	6.2
Drawings, Delays and Cost of Delay of Drawings	6.4
Drawings, Failure by Contractor to submit	6.5
Employer not liable for Damage to Contractor's Equipment etc.	54.2
Employer's Liability, Cession of	60.9
Employer's Responsibilities	19.2
Employer's Risks	20.4
Engagement of Staff and Labour	34.1
Engineer's Authority to Delegate	2.3
Engineer's Determination Where Tests not Provided for	36.5
Engineer's Duties and Authority	2.1
Engineer to Act Impartially	2.6
Environment – Protection of	19.1
Errors in Setting Out	17.1
Evidence and Terms of Insurance	25.1
Examination of Work before Covering Up	38.1
Exceptions	22.2
Exchange, Rates of	72.1
Exclusions	21.4
Extension of Time, due to Engineer's Failure to give Possession of Site	42.2
Extension of Time for Completion	44.1
Extension of Time for Completion, Contractor's Claims	44.2
Extension of Time for Completion, Engineer's Determination	44.3
Extraordinary Traffic	30.0
Facilities for Other Contractors	31.2
Facilities - Rights of Way and	42.3
Failure by Contractor to Submit Drawings	6.5
Failure to Comply with Claims Procedure	53.4
Failure to Comply with Engineer's Decision	67.4
Failure to give Possession of Site	42.2
Faulty Work, Removal of	

INDEX**Clause**

Fees and Notices	
Fencing, Watching, Lighting, etc.	
Final Payment Certificate	26.1
Final Statement	19.1
Foreign Currencies, Payment in	60.8
Fossils	60.6
Foundations, Examination of	72.0
General Responsibilities of Contractor	27.1
Giving of Notices – Payment of Fees	38.1
Headings and Marginal Notes	8.1
Improper Work and Materials, Removal of	26.1
Increase or Decrease of Costs	1.2
Indemnity by Contractor	39.1
Indemnity by Employer	70.1
Independent Inspection	22.1
Injury to Persons – Damage to Property	24.1
Injury to Workmen	37.2
Inspection and Testing	37.3
Inspection of Testing , Dates for	38.1
Inspection of Foundations, etc.	37.1
Inspection of Operations	11.1
Inspection of Site by Contractor	51.2



Instructions for Variations	2.5
Instructions in Writing	7.1
Instructions, Supplementary	25.2
Insurance, Adequacy of	25.1
Insurance, Evidence and Terms of	23.2
Insurance, Minimum Amount of	21.1
Insurance of Works and Contractor's Equipment	25.3
Insurance, Remedy on Failure to Insurance	21.3
Insurance, responsibility for Amounts not Recovered	21.2
Insurance, Scope of Cover	23.1
Insurance, Workmen	24.2
Interference with Traffic and Adjoining Properties	29.1
Interim Determination of Extension	44.3
Interpretations	1.3
Labour, Engagements of	34.1
Language/s and Law	5.1
Law to which Contract Subject	70.2
Legislation, Subsequent	19.1
Lighting, Fencing, Watching, etc.	47.1
Liquidated Damages for Delay	47.2
Liquidated Damages, Reduction of	20.3
Loss or Damage due to Employer's Risks	20.2
Loss or Damage – Responsibility to Rectify	57.2
Lump-Sum Items – Breakdown of	30.3
Materials and Plant, Transport of	54.8
Materials, Improper – Removal of	39.1
INDEX	Clause
Materials, Quality of	36.1
Materials, Supply of	8.1
Measurement by Engineer	56.1
Measurement, Method of	57.1
Measurement, Quantities Estimated Only	55.1
Methods of Construction	8.2
Minimum Amount of Insurance	23.2
Monthly Payments	60.2
Nominated Subcontractors, Certification of Payments to	59.5
Nominated Subcontractors, Definition	59.1
Nominated Subcontractors, Design by	59.3
Nominated Subcontractors, Objection to Nomination	59.2
Nominated Subcontractors, Payment of	59.4
Not Foreseeable Physical Obstructions or Conditions	12.2
Notice of Claims	53.1
Notices and Fees, Payment of	26.1
Notices, Consents and Approvals	1.5
Notice to Contractor	68.1
Notice to Employer and Engineer	68.2
Objections to Contractor's Employees	16.2
Obstructions or Conditions - Not Foreseeable Physical	12.2
Omissions, Alterations and Additions	59.0
Openings, Uncovering and Making	38.2
Operations, Inspection of	37.1
Order of Work, Contractor to Furnish Programme	14.1
Other Contractors, Opportunities for	31.1
Patent Rights	28.1
Payment if Contract Terminated for Contractor's Default	63.3
Payment if Contract Terminated for Employer's Default	69.3
Payment of Claims	53.5



Payment, Time for	60.1
Performance Security	10.1
Performance Security – Claims Under	10.3
Performance Security – Period of Validity	10.2
Period of Defects Liability	49.1
INDEX	
Permanent Works Designed by Contractor	7.2
Physical Obstruction or Conditions – Not Foreseeable	12.2
Physical Obstruction or Conditions – Engineer’s Determination	12.3
Plant and Materials, Transport of	30.3
Plant, Conditions of Hire	54.5
Plant, Customs Clearance	54.3
Plant, Employer not Liable for Damage to	54.2
Plant, etc. – Exclusive Use for the Works	54.1
Plant, Quality of	36.1
Plant, Re-export of	54.4
Plant, Removal of	39.1
Possession of Site	42.1
Possession of Site, Failure to Give	42.2
INDEX	Clause
Power of Engineer to Fix rates	52.2
Priority of Contract Documents	5.2
Programme to be Submitted	14.1
Progress – Disruption of	6.3
Progress-Rate of	46.1
Protection of Environment	19.1
Provision to Indemnify Contractor	22.3
Provision to Indemnify Employer	22.2
Provisional Sums, Currencies of Payment	72.3
Provisional Sums, Definition	58.1
Provisional Sums, Production of Vouchers	58.3
Provisional Sums, Use of	58.2
Quality of Materials and Workmanship	36.1
Quantities	55.1
Rate of Progress	46.1
Rates of Exchange	72.1
Rates, Power of Engineer to Fix	52.2
Rectification of Loss or Damage	20.2
Reduction of Liquidated Damages	47.2
Re-export of Plant	54.4
Regulations, Status etc. Compliance with	26.1
Rejection	37.4
Release from Performance	66.1
Remedies for Default of Contractor	63.1
Remedying of Defects,	49.2
Remedying of Defects, Cost of	49.3
Remedy on Contractor’s Failure	25.3
Removal of Contractor’s Employees	16.2
Removal of Contractor’s Equipment	69.2
Removal of Plant, etc.	65.7
Responsibility to Rectify Loss or Damage	20.2
Responsibility Un-affected by Approval	7.3
Restriction on Working Hours	45.1
Resumption of Work	69.5
Retention Money, Payment of	50.3
Returns of Labour and Contractor’s Equipment	35.1
Revised Programme	14.2



Rights of Way and Facilities	42.3
Risks, Employer's	20.4
Risks, Special	65.0
Roads, etc. - Damage by Extraordinary Traffic	30.1
Roads, Interference with Access to	29.1
Royalties	28.2
Safety, Security and Protection of the Environment	19.1
Samples, Cost of	36.2
Security, Safety and Protection of the Environment	19.1
Setting-Out	17.1
Singular and Plural	1.4
Site, Clearance on Completion	33.1
INDEX	Clause
Site, Contractor to Keep Clear	32.1
Site Inspection by Contractor	11.1
Site Operations and Methods of Construction	8.2
Site, Possession of	42.1
Special Risks	65.0
Staff, Engagement of	34.1
Statement at Completion	60.5
Statement, Final	60.6
Statutes, Regulations, etc. – Compliance with	26.1
Subcontracting	4.1
Subcontractors, Nominated	59.0
Subcontractors, Responsibility of the Contractor for Acts and Default of	4.1
Subsequent Legislation	70.2
Substantial Completion of Sections or Parts	48.3
Sufficiency of Tender	12.1
Supply of Plant, Materials and Labour	8.1
Surfaces Requiring Reinstatement	48.4
Supervision, Engineer's Determination	40.2
Suspension lasting more than 84 days	40.3
Suspension of Work	40.1
Taking Over Certificate	48.1
Taking Over of Sections or Parts	48.2
Tender Documents	11.1
Tender, Sufficiency of	12.1
Termination of Contract by Employer, Assignment of Benefit	63.4
Terms of Insurance	25.1
Tests, Cost of	36.3
Test not Provide for – Cost of	36.4
Third Part Insurance	23.1
Time for Completion	43.1
Time for Completion, Extension of	44.1
Time for Payment	60.1
Traffic, Extraordinary	30.1
Traffic Interference with	29.1
Traffic Waterborne	30.4
Transport of Contractor's Equipment and Temporary Works	30.2
Transport of Materials and Plant	30.3
Uncovering Work and Making Openings	38.2
Unfulfilled Obligations	62.2
Urgent Remedial Work	64.1
Valuation at Date of Termination by the Employer	63.2
Variations	51.1
Variations, Exceeding 15 percent	52.3
Variations, Instructions for	51.2



Variations, Power of the Engineer to Fix Rates	52.2
Variations, Valuation of	51.3
Vouchers Production of	58.3
War, Outbreak of	20.4
Watching and Lighting, etc.	19.1

INDEX

	Clause
Waterborne Traffic	30.4
Work, Examination of Before Covering Up	38.1
Work, Improper, Removal of	39.1
Working Hours, Restriction of	45.1
Workmanship, Quality of	36.1
Workmen, Accident or Injury to	24.1
Works, Care of	20.1
Works, Completion of (Defects Liability Certificate)	62.1
Works Commencement of	41.1
Works Insurance of	21.1
Works Remedying of Defects	49.2
Works, Time for Completion of	43.1
Works to be Measured	56.1
Works, Suspension of	40.1
Work to be in Accordance with the Contract	13.1



Sub- Clause	Data to be Given	Data
1.8	number of additional paper copies of Contractor's Documents:	_____ <i>[insert number of copies say six (06)]</i>
2.1	after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	No later than the Commencement Date, except for the following parts: <u>14</u> days after Commencement Date _____ <i>[if applicable, include detailed description of parts concerned].</i>
2.4	Employer's financial arrangements	PSDP <i>[insert financial arrangements e.g. loan/credit/fund from Funding Agency/ GOP/Provincial Govt/PSDP/Any Other]</i>
3.2 (e)(ii)	Engineer's Duties and Authority	Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount
4.2	Performance Security (as percentage of the Accepted Contract Amount in Currencies) percent: currency:	Ten percent (10%) denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer
4.2.1	List of Insurance Companies	1. _____ 2. _____ 3. _____ <i>[insert list of Insurance Companies acceptable to the Employer as per criteria given in PC 4.2.1]</i>
4.7.2	period for notification of errors in the items of reference	Twenty Eight (28) days
4.19	period of payment for temporary utilities	each month
4.20	number of additional paper copies of progress reports	_____ <i>[insert number of copies say three(03)]</i>
5.1(a)	maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	Thirty percent (30%) <i>[Employer may vary this percentage according to the nature and complexity of the Works]</i>



Sub-Clause	Data to be Given	Data
14.2.3	percentage deductions for the repayment of the Advance Payment	Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2 nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last installment to ensure full repayment.
14.3	period of payment	one month
14.3(b)	number of additional paper copies of Statements	_____ <i>[insert number of copies say six (06)]</i>
14.3 (iii)	percentage of retention	Ten percent (10%)
14.3 (iii)	limit of Retention Money (as a percentage of the Contract Price)	Five percent (5%)
14.5(b)(i)	Plant and Materials for payment when shipped	Plant and Materials under Bill of "Imported Plant and Materials" or _____ <i>[Employer shall list accordingly].</i>
14.5(c)(i)	Plant and Materials for payment when delivered to the Site	Nil
14.6.2	minimum amount of Interim Payment Certificate (IPC)	<i>[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]</i>
14.7(a)	period of payment of Advance Payment to the Contractor	14 days
14.7b(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	_____ days <i>[insert number of days, normally 28 days]</i>



Sub-Clause	Data to be Given	Data
14.7b(ii)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	_____ days [insert number of days, normally 28 days]
14.7(c)	period for the Employer to make final payment to the Contractor	_____ days [insert number of days, normally 56 days]
14.8	financing charges for delayed payment	KIBOR+3% per annum for local currency and SOFR (Secured Overnight Financing Rate) +1% per annum for foreign currency.
14.11.1(b)	number of additional paper copies of draft Final Statements	_____ [insert number of copies say six (06)]
14.15	currencies of payment of Contract Price	as stated in the Table III of Schedule A [Schedule of Adjustment Data]
14.15(a)(i)	Proportions or amounts of Local and Foreign currencies	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
14.15(c)	currencies and proportions for payment of Delay Damages	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
14.15(f)	rates of exchange	as stated in the Table IV of Schedule A [Schedule of Adjustment Data]
17.2(d)	forces of nature, the risks of which are allocated to the Contractor	Nil
19.1	permitted deductible limits: i) insurance required for the Works ii) insurance required for Goods iii) insurance required for liability for breach of professional duty iv) insurance required against liability for fitness for purpose (if any is required) v) insurance required for injury to persons and damage to property vi) insurance required for injury to employees vii) other insurances required by Laws and by local practice	i) Ten percent (10%) of loss amount on each & every loss ii) Nil iii) Nil iv) Nil v) Nil vi) Nil vii) Nil



Sub-Clause	Data to be Given	Data
19.1	Periods for submission of insurance: a) evidence of insurance b) relevant policies	Not later than the Commencement Date Within twenty eight (28) day from the Commencement Date
19.2.1(b)	additional amount to be insured (as a percentage of the replacement value)	15% of the replacement value (Accepted Contract Amount)
19.2.2	extent of insurance required for Goods amount of insurance required for Goods	from Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site Full replacement value
19.2.3(a)	amount of insurance required for liability for breach of professional duty	Full replacement value of the Works to be designed by the Contractor
19.2.3(b)	insurance required against liability for fitness for purpose	Yes
19.2.3	period of insurance required for liability for breach of professional duty	Until the date of issuance of Performance Certificate
19.2.4	amount of insurance required for injury to persons and damage to property	Injury to person and Fatal case: in accordance with Workmen Compensation Act Damage to Property: _____ [Employer to insert amount(s) as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents
19.2.6	other insurances required by Laws and by local practice	All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan
21.1	time for appointment of the DAAB	Within 28 days from the Commencement Date. In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.



Sub-Clause	Data to be Given	Data
21.1	the DAAB shall comprise	<p>_____</p> <p><i>[insert either “a sole Member” or “Three Members”]</i></p> <p><i>[For a Contract estimated to cost above PKR 2.5 billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR 1 billion and PKR 2.5 billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR 1 billion, a sole member is recommended.]</i></p>
21.1	List of proposed members of DAAB - proposed by Employer - proposed by Contractor	<p><i>[to be inserted at the time of signing of the _____ Contract]</i></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
21.2	Appointing entity (official) for DAAB members	Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website
21.6	Rules of Arbitration	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer’s _____ country: _____ <i>[Insert name of city]</i>

Summary of Sections of the Works

Section Name/Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
A			
B			
C			

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

Section Name/Description (Sub-Clause 1.1.73)	Time for Completion (Sub-Clause 1.1.84)	Incentives for Early Completion (Sub-Clause 8.14)
A		
B		
C		



Particular Conditions

Part B - Special Provisions

- 1.1 Definitions** 1.1.76 “Specification”
Following is added at the end:
“and consists of two parts i.e.,
i) “Part A - Specific Provisions”; and
ii) “Part B - Technical Provisions”.”
- 1.2 Interpretation** “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).
Sub-paragraph (k) is added:
“(k) The word “tender” is synonymous with “bid” the word tenderer with “bidder”, the words “tender documents” with “bidding documents” and “Schedule of Prices” with “Bill of Quantities”, as applicable.”
- 1.5 Priority of Documents** The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:
(a) the Contract Agreement;
(b) the Letter of Acceptance;
(c) the Letter of Bid;
(d) the Particular Conditions Part A - Contract Data;
(e) the Particular Conditions Part B - Special Provisions;
(f) the General Conditions;
(g) the Specification Part A - Specific Provisions;
(h) the Specification Part B - Technical Provisions;
(i) the Drawings;
(j) the completed Schedules to Bid including Bill of Quantities;
(k) the JV Undertaking (if the Contractor is a JV); and
(l) any other documents forming part of the Contract.
The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
- 1.6 Contract Agreement** In the last line of the 1st paragraph the text “shall be borne by the Employer” is substituted by “shall be reimbursed by the Employer to the Contractor”.
- 3.1 The Engineer** In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “professional engineer”.
- 3.2 Engineer’s Duties and Authority** The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:
(a) Consenting to the subcontracting of any part of the Works



- under Sub-Clause 5.1 [Subcontractors]
- (b) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension]
 - (c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [Taking Over the Works and Sections].
 - (d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [Performance Certificate].
 - (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
 - (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
 - (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
 - (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].
 - (i) Sub-Clause _____*
 - (j) Sub-Clause _____*

**[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination])]*

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility 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, despite the absence of approval of the Employer, 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 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words “the Employer’s consent is required” in 4th paragraph:

“stating that the Employer’s consent has been obtained for that specified authority”



4.2 Performance Security

4.2.1 Contractor's Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

Following paragraph is added at the end of this Sub-Clause:

“The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”

4.3 Contractor's Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”.

In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.4.2 As-Built Records

4.4 Contractor's Documents

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as-built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price.”



Following Sub-Clause is added:

4.4.4 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 exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

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

In the event of work being carried out outside the normal working hours and 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.

4.20 Progress Reports

At the end of sub-paragraph (g) the word "and" is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with";", and the following new sub-paragraphs are added as:

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor's Equipment, labour employment, local material procurement and material import, if any; and
- (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

"under Schedule to Bid"

The following is added at the end of the last paragraph of Sub-Clause 5.1:

"All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [*After Termination*].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors."

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), "and" is deleted from the end of (i); "." at the end of (ii) is replaced with: ", and".



The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [*Payment to nominated Subcontractors*].”

6.1 Engagement of Staff and Labour

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

“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“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 authorize 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 also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

Insert at the end of sub-paragraph (a) of this Sub-Clause:

6.8 Contractor’s Superintendence

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

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

“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

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

6.12 Key Personnel

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required



residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

- 6.14 Supply of Foodstuffs** The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 6.15 Supply of Water** The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 6.16 Measures against Insect and Pest Nuisance** The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 6.17 Alcoholic Liquor or Drugs** The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 6.18 Arms and Ammunition** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 6.19 Festivals and Religious Customs** The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
- 6.20 Funeral Arrangements** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 6.21 Forced Labour** The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.
- 6.22 Child Labour** The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.



- 6.23 Employment Records of Workers** The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].
- 6.24 Workers' Organizations** The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.
- 6.25 Non-Discrimination and Equal Opportunity** The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).
- 6.26 Epidemics** In the event of any out-break of illness of 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 the purpose of overcoming the same.
- 7.7 Ownership of Plant and Materials** The following is added before the first paragraph:
"Except as otherwise provided in the Contract,"
The following is added at the end of the Sub-Clause:
"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:
(i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed

inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or

- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

- | | |
|--|--|
| 7.9 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. |
| 8.1 Commencement of Works | The following is added before the first paragraph:
"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the". |
| 8.5 Extension of Time for Completion | The following is added after paragraph (c): "for last five years". |

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

- | | |
|---|---|
| 8.14 Incentives For Early Completion | If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [<i>Claims for Payment and/or EOT</i>] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be upto a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and therelevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an |
|---|---|



EOT will be allowed.

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

- 11.12 Supervisory Assistance During DNP** If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
- 12.2 Method of Measurement** The following paragraph is added at the end of the Sub-Clause:
 “Summary of measured quantity for payment shall be delineated item-wise under four heads namely; “Schedule of Prices Quantity”, “Quantity Executed To-date”, “Quantity Certified Previously” and “Net Quantity Executed under this Certificate”.
- 12.3 Valuation of the Works** The following text is added at the end of fifth paragraph of the Sub-Clause:
 “Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.
- 13.4 Provisional Sums** The following paragraph is inserted as the penultimate paragraph:
 “The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.
- 13.6 Adjustments for Changes in Laws** The following paragraphs are added at the end of the Sub- Clause:
 “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [*Adjustments for Changes in Cost*].”
- 14.1 The Contract Price** The following is added at the end of the Sub-Clause:
 “Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the



assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such duties within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining."

[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the 1st paragraph the words "28 days" are substituted by "14 days".

14.7 Payment

The words "or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their



- shares specified by them” are added at the end of the Sub-Clause.
- 14.8 Delayed Payment** In the first paragraph, third line, the words “compounded monthly” are deleted.
- The text of 2nd paragraph is deleted and substituted with the following:
- “The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”
- 15.2 Termination for Contractor’s Default** 15.2.1 Notice
- Following text is added at the end of sub-paragraph (h) of this Sub-Clause:
- “For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”
- 15.2.3 After Termination
- The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):
- “(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*], and”
- The following text is added at the end of this Sub-Clause:
- “The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.
- 15.4 Payment after Termination**
- 16.2.1 Notice
- 16.2 Termination by Contractor** The sub-paragraph (j) is deleted in its entirety.
- At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.
- In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.
- Sub-paragraph (c) is deleted and replaced with:
- “(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [*Employer-Supplied Materials and Employer's Equipment*]; and
- (d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”
- After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer's Equipment” are added.
- 17.1 Responsibility for Care of the Works**



The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

- 17.7 Use of Employer's Accommodation/Facilities** The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.
- If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
- 18.1 Exceptional Events** The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
- 18.4 Consequences of an Exceptional Event** The following is added at the end of sub-paragraph (b) after deleting the ".":
- “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [*Insurance to be provided by the Contractor*].”
- In sub-paragraph (c), the words "and necessarily" are added after the words "was reasonably".
- 18.5 Optional Termination** Following text is added at the end of first paragraph:
- 19.1 General Requirements** "The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."
- Following text is added at the end of third paragraph:
- "The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
- 19.2.5 Injury to employees
- The words "sickness, disease" are deleted in the third line of first paragraph.
- The following Sub-Clause is added after Sub-Clause 19.2.6:
- 19.2.7 Insurance Company
- "The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA



21.6 Arbitration The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

22 Custom Duty *[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]*

23 Taxes The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

24 Integrity Part If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor 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, agent or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph (a) and (c) of this Sub-Clause.



SPECIFICATIONS

PART A - SPECIFIC PROVISIONS





TABLE OF CONTENTS OF SPECIFIC PROVISIONS

SP. No.	Description
SP-1	The Site
SP-2	Work Under the Contract
SP-3	Work by Others
SP-4	Project Features
SP-5	Care and Handling of Water
SP-6	Drawings
SP-7	Physical and Other Data Available to Contractor
SP-8	Layout of Work and Surveys
SP-9	Approval of Materials and Equipment
SP-10	Contractor's Quality Assurance Plan
SP-11	Construction Schedule
SP-12	Facilities Provided by the Employer
SP-13	Construction Camps and Colonies
SP-14	Other Facilities for Engineers and Employers Personnel
SP-15	Equipment Furnished by the Employer
SP-16	Cooperation with other Contractors
SP-17	Safety and Health
SP-18	Construction Utilities
SP-19	Traffic, Roads, Bridges
SP-20	Rock Quarries
SP-21	Flood Warning System
SP-22	Environmental Protection
SP-23	Standards of Countries other than those Specified
SP-24	Progress Reports and Photographs



Sp. No.	Description
SP-25	Unit Price Breakdown
SP-26	Transport and Handling of Cargo
SP-27	Directed and Required
SP-28	Communications to the Engineer
SP-29	Any Other Provision
SP-30	Measurement and Payment – General
SP-31	Measurement and Payment

[Note:

The above Sections of Specifications, are for guidance only, and shall be indicated appropriate to the work/project.

The Employer may adopt the above format. However, if any section is not applicable, it may be mentioned as “Not Used”.]



SPECIFICATIONS

PART B - TECHNICAL PROVISIONS





DRAWINGS



