

**PAKISTAN ATOMIC ENERGY COMMISSION (F)
CHASHMA**

ISSUED TO M/S:

SIGNATURE OF ISSUING AUTHORITY

TENDER DOCUMENTS

FOR

**CONSTRUCTION OF 02 NO NEW BATHROOMS AND
RENOVATION / UPGRADATION OF 03 NO EXISTING
BATHROOMS AT MADRASA TUL BANAT CHASHMA**

**Pakistan Atomic Energy Commission
Foundation**

IMPORTANT INSTRUCTION TO TENDERERS

Tenderers are instructed to quote rates legibly and in ink. Rate must be quoted in figures as well as in words. Correction should be avoided as far as possible, if necessary, must be initialled properly. In case, rates are not found to be quoted in words, Tender will be liable to rejection without assigning any reason thereof.

General Manager
PAEC Foundation
Chashma

FORM OF TENDER

TENDER FOR

CONSTRUCTION OF 02 NO NEW BATHROOMS AND RENOVATION / UPGRADATION OF 03 NO EXISTING BATHROOMS AT MADRASA TUL BANAT CHASHMA

NOTE: The appendix form part of the tender. Tenders are required to fill up all the blank spaces in the tender form and appendixes.

To,

The General Manager,
PAEC Foundation,
Chashma

1. Having examined the tender notice, instructions to the tenders, the drawings, general condition of the contract, specifications and the bill of quantities for the above named work and having visited and inspected the present condition of the left over works at the site and environment thereof. We the undersigned offer to construct and complete the following works in conformity with the side drawing, instructions to the tenders, general conditions of the contract and specifications at the rates and prices inserted in the bill of quantities herewith submitted.

For an amount of Rs. _____

Rupees _____

_____ on item rate contract basis.

2. We undertake, if our tender accepted to deliver the whole work within _____ **months** from the date of the start of the work.

3. We further undertake, if our tender is accepted to enter into and execute when called upon by the employer to do so, a contract agreement in the form annexed to general conditions of the contract with such modifications as may be necessary and that all charges for preparation of agreement and fees for stamping the same shall be borne by us.

4. We enclosed herewith earnest money for a sum of Rs. _____ under pay order/bank draft No. _____ dated _____ of bank _____ being 2% of the tender price.

5. Our offer is valid for **100 days** reckoned from the date of opening of the tender.

(SIGNATURE OF THE CONTRACTOR)
Name & address of the contractor

INSTRUCTION TO TENDERERS

Tenders are invited for the work of: -

1. **CONSTRUCTION OF 02 NO NEW BATHROOMS AND RENOVATION / UPGRADATION OF 03 NO EXISTING BATHROOMS AT MADRASA TUL BANAT CHASHMA**
2. Tenders under sealed covers describing "Name of Tender" shall reach the undersigned by **1430 hours** on **12.05.2026** these shall be opened the same day and time in present of the tenderers who may care to attend.
3. **EARNEST MONEY** Earnest money equivalent to Two (2%) of the total tendered price shall be deposited by the tenderers through Bank Draft or Pay Order from a Bank in favour of **Central Financial Pool (CFP) Chashma**. The pay order or Bank draft shall be from a scheduled Bank. The earnest money will be forfeited if not claimed within three (03) year of contract.
4. Unless otherwise agreed between the commission and the contractors, the Contractor shall, within 7 (Seven) days after posting of the written notice of acceptance of the tender furnish to the Commission a security for the fulfilment of the contract in terms of clause-10 of the General Conditions of contract. The security deposit shall be released after maintenance period is over.
5. The tenderers shall submit their tenders complete in all respect fully priced, monies out totalled in ink and signed by the Contractor.
6. The rates and prices get down by the tenderer against items in the bill of quantities are to be the full inclusive value of the finished work described there under and shall cover profit and all obligations of every kind, to be borne by the Contractor. The actual value of contract shall be the sum total of the prices of each item of the BOQ. The contractor shall be responsible for handing over the finished work complete in all respect as per specifications and to the entire satisfaction of the Engineer.
7. The total amount for the various items set out in the BOQ at the rates on prices inserted by the tenderer shall be stated in each case.
8. The contractor should note that he would not be allowed any type of escalation during currency of the work.
9. **PERIOD OF COMPLETION** the work shall be completed in all respects in **03 Months**, which shall be reckoned after 15 days of the acceptance of tender/issue of work order.
10. No unauthorized alteration shall be made in the form of tender and the accompanying documents and if any such alteration is made or if the BOQ isn't properly filled in, or if these instructions are not fully complied with the tender may be rejected.
11. **PERIOD OF MAINTENANCE** The period of maintenance shall be **12 Calendar months** to be reckoned from the certified date of completion.
12. **ACCEPTANCE/REJECTION OF TENDER** The authority reserves the right to reject any tender without giving any reason and do not bind him to accept the lowest or any Tender.

13. **CLARIFICATION** Should there be any doubt or obscurity as to the meaning of any of the tender documents or if any further information is required, the tenderer must address his enquiry in writing (in duplication) to the undersigned and his decision/clarification shall be final.
14. **FIRST AID** The contractor shall maintain properly equipped First Aid facilities at the Engineer's site office, so as to render First Aid to the injured during the progress of work if required.
15. **RESPONSIBILITY OF THE CONTRACTORS**
The contractor shall: -
- a. Indemnify the Commission against all damages, losses and liabilities that may have to be incurred by the contractor during execution and maintenance period of the said work.
 - b. Abide by the General Conditions of contract of the Pakistan Atomic Energy Commission Foundation and other terms and rules in force.
 - c. Satisfy the Engineer that safety measures adopted are adequate.
 - d. Be responsible for any and all defects that may be found in the structure due to faulty workmanship or use of substandard material within the period of maintenance and shall make good the damages, or indirectly at his own cost and to the satisfaction of the Engineer.
 - e. Shall provide adequate security to the satisfaction of the stores supplied to the Contractor.
16. **INSTRUCTIONS** Subsequent to the award of the contract, the entire work will be controlled and supervised by the undersigned, directly or through his authorized Agent/Agents.
17. **RULES AND REGULATIONS** The contractor, at all-time and till completion of the work shall obey and abide by all Rules and Regulations of the local authorities and shall be, responsible for direct payment to them of all dues and charges.
18. The contractor shall be required to submit a programme of work for approval of the Engineer within one week of placement order. The contractor shall ensure strict compliance to the approval programme.
19. The Engineer can make any variation of the form, quality or quantity of work or part thereof, that may be necessary or desirable in his opinion for any reason. For that purpose, the engineer shall be authorized to order the contractor to do and the contractor shall do any of the following: -
- a. When the Engineer has determined the amount, if any, to be added, deleted or deducted from the sum named in the tender in respect of any extra work done or work omitted, the contractor shall execute the work according to the quantities of works so determined by the Engineer.
 - b. Increase or decrease the quantity of work.
 - c. Omit or change the quantity and kind of any such works.
 - d. Execute additional work of any kind necessary for the completion of the works.

**GENERAL MANAGER
PAEC FOUNDATION CHASHMA**

SPECIAL CONDITIONS

CLAUSE-1 DESCRIPTION OF SITE AND THE WORKS

The contract works include building works and internal water supply plumbing, sanitary and electrification services etc. as per contract documents.

DEFINITION OF SITE

The site of works is situated in security area near Kundian District Mianwali and is in a plain area. The work consists of furnishing all labour, material, equipment, tools and plant and performing all the work in strict accordance with these contract documents in respect of construction, including the responsibility and performance of all related work necessary and appurtenant thereto, its proper maintenance for specified period. The contractor shall also arrange for all necessary transportation, fuel electric power water & services, shall be responsible for the construction camps, offices and stores, shall construct and maintain any required diversion works for drainage etc. and shall perform all other work necessary for completion of the works described herein.

CLAUSE-2 GEOLOGY AND SUB-SURFACE INFORMATION

The bidder/contractor must make his investigation and interpretations and assume all responsibility for deductions and conclusions as to the site conditions, nature and conditions of the sub-soil, materials to be excavated and of doing other work affected by geology at the site of works.

CLAUSE-3 SECURITY CLEARANCE

Due to the location of the site it may be necessary for the contractor to obtain security clearance for all his men, materials and equipment from the concerned authority. The owner will however, provide all assistance in obtaining such security clearance.

CLAUSE-4 SITE OFFICE AND TEMPORARY WORKS

The contractor shall be permitted to construct temporary works, which he may require for the construction of the works at suitable locations within the site of work. The contractor shall provide at his cost suitable site office with waterborne sanitary facilities for the employer having covered area 1000 SFT or otherwise specified for the exclusive use of the site staff of the employer, of such dimensions and design as may be approved by the Engineer Incharge. On completion of works the contractor shall remove all the temporary structures and clear the site without any claim for compensation unless requested otherwise by the Commission.

The Contractor will construct his labour camp outside the PAEC Colony area at place specified by the Employer.

CLAUSE-5 POWER DURING CONSTRUCTION

If the contractor intends power connection for construction by the Commission, then the contractor shall make all arrangements for power connection including but not limited to procurement and installation of appropriate energy meter, cost of cables, DBs and its distribution at the site of the work in accordance with the safety requirements. Power supply shall be billed at prevailing WAPDA tariff E-1(2) rates for the actual consumption recorded. Energy charges shall be recoverable through on account bills. In case of meter become faulty / damaged, recovery shall be made on the basis of connected loads. Decision of the Project Director / Project Incharge in this regard shall be conclusive and binding on the contractor.

The contractor shall have to obtain electricity for temporary power and lighting at his own cost from the nearest point. The Commission may however provide necessary assistance at departmental level for obtaining connection.

The contractor shall run the power line up to the switchboards located at convenient distances. These boards shall be made available by the contractor at all times, from which the contractor and specialist contractor shall take supply loads to their construction equipment. The contractor and the specialist contractors shall be responsible for providing and maintaining their own respective equipments. The number of distribution switch boards as specified above are the minimum required, but this does not absolve the contractor from the responsibility for efficient supply of power at all stages of construction.

The contractor shall also install sufficient lighting in and around the construction site and shall maintain it for the construction and watch and work purposes.

The contractor shall supply and install at his own cost all primary cables, poles, lamps flood lights, switchboards and other equipment necessary for temporary power and lighting and shall employ necessary personal to maintain this temporary electrical installation.

All temporary installation shall conform to the latest addition of Institute of Electrical Engineers (London) regulations for the electrical equipment of buildings and shall also comply with the Electricity Rules of the Government of Pakistan.

The contractor shall remove any temporary lighting in areas where the permanent lighting conduits, outlets boxes and wires have been installed. He shall install the temporary lamps at these outlets and provide the necessary temporary connections at these distribution switchboard locations, where the permanent circuit wires originate. The temporary lighting in other areas where the permanent installation is not complete shall be maintained until such time as the same can be replaced. All temporary lighting shall be removed when permanent supply system is made available.

The contractor shall assume all responsibility for provision maintenance, repair and operation of these services at his own cost throughout the construction period.

CLAUSE-6 SETTING OUT SURVEYING AND INSTRUMENTS

The contractor shall layout the works as per drawings. The contractor shall be responsible for all errors that may be subsequently found and shall remedy these at his own expenses. If certain portion of the work has already been done by the other contractors, the contractor shall check all the centre-lines in the work already performed and report in writing any discrepancies between these checking and the drawings at the time of taking possession. The contractor shall be responsible for any errors that may subsequently be found in the visible portions of other contractors work and shall have to remedy the same at his own expense.

The contractor shall maintain in his office at site required surveying instruments in perfect working conditions to enable the Engineer Incharge to check levels and lines of the work. The contractor shall construct and preserve accurate setting out stations and bench marks so that the lines and levels may be checked easily.

CLAUSE-7 CARE OF SITE

The site of construction is to be kept clean at all times and as clear as possible to enable rapid progress of work. No employee of the contractor shall reside on the site unless permitted by the local authority and the Engineer Incharge.

CLAUSE-8 KEEPING FOUNDATIONS AND WORK FREE FROM WATER

The contractor shall provide and maintain power driven pumps etc. to keep the works, excavations and foundation free from water etc. at his own expenses. The water shall be disposed of to the satisfaction of the local authorities and the Engineer incharge.

CLAUSE-9 WATCH/WARD AND CARE OF WORKS

The contractor shall provide at his own expenses day and night watchmen for the protection of all works on site including materials already fixed in the work by him or by their specialist contractors. The specialist contractor may also have their own watchmen for their own stores. However, in the night time no personnel of the contractor (other than the watchman) shall stay at site except in special circumstances.

The contractor shall be held responsible for the care of the works including those executed by the specialist contractors from damage arising from any cause whatsoever (except the expected risks as defined below) from the date of commencement to the date of completion. The contractor shall also be responsible for all damages to person, property, animal or things arising during execution of the works.

Except risks as mentioned above are Nuclear Hazard, War Hostilities (whether war is declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrections or military usurped power, civil war or riots (other than among the contractors own employees) or use of occupation by the owner or any portion of the works in respect of which a certificate of completion has been issued.

CLAUSE- 10 SITE ORDER BOOK

The contractor shall maintain at the site of the works a "Site Order Book" of triplicate leaves) for taking instructions and directions of the Engineer Incharge or Owner's authorized representatives.

CLAUSE-11 DRAWING AVAILABLE AT SITE

The contractor shall maintain throughout the period of contract a complete set of construction drawings, tender documents and up to date revisions of drawings and documents in his site office.

CLAUSE-12 SIGN BOARD

The contractor shall provide a suitable sized sign Board at an approved location indicating the names of the Project, Owner, Contractor and Consultant, as approved by the Engineer Incharge.

CLAUSE-13 PROGRESS REPORT

It is obligatory for the contractor to prepare and submit a fortnightly report on progress of work to the Owner on approved Performa, which may be amended from time to time if, found necessary. Contractor shall provide all assistance to the Owner and Engineer Incharge as and when assessment of such a progress is to be made.

CLAUSE-14 MATERIAL ISSUED BY THE COMMISSION

No material of any kind will be issued by the Commission except otherwise specified to be supplied by the Commission. Where any material or equipment is specified to be supplied by the Commission, the contractor would be required to expedite the handling and receipt of such furnished materials and equipment.

Where the materials are to be furnished and installed by the contractor, the contractor should inform the Engineer Incharge to coordinate the purchase and receipt of materials and equipment so that all of the work can be completed within the stipulated completion time of the Project. Prior to placing supply order, the contractor shall also arrange the samples of fittings/fixtures before installation for the approval of Engineer Incharge.

CLAUSE-15 BAR BENDING SCHEDULE

The contractor shall prepare bar bending schedule and submit three copies of it for approval of the Engineer Incharge before cutting, bending and placing of steel reinforcement.

CLAUSE-16 SHOP DRAWING

The contractor shall prepare shop drawing for Electrical and Plumbing works including other drawings showing details of installations such as wood work etc. where deemed necessary by the Engineer Incharge.

CLAUSE-17 WATER CONNECTION

If water connection is required by the contractor, then contractor agrees to the deduction of water charges from his on account bills at a rate of 1% (one percent) of the gross amount of the bill irrespective of its use. He further undertakes that he would make all arrangements for tapping, conveyance and storage of water from the designated point at his own cost.

If the contractor intends to make his own arrangement of water either through sinking of Tube-well or other sources, prior approval of Project Director / Project Incharge shall be necessary before making the arrangements to avoid any complication at a later stage. The contractor shall apply in writing not later 10 (ten) days on receipt of letter of intent/ work order failing which, water charges shall be recovered from the running bill according to the prescribed rates. The amount so deducted shall not be refundable on any account whatsoever.

CLAUSE-18 VALIDITY PERIOD

The validity period mentioned in clause 14.1 (Bidding Data) is minimum. The period, if reduced by the bidder shall not be acceptable to the Commission. However, the bidder if wants to extend this period he may do so.

CLAUSE-19 TECHNICAL SPECIFICATIONS

Latest Pak Public Works Department Technical Specifications shall be followed during construction unless otherwise specified by the Commission.

CLAUSE-20 MATERIAL PURCHASED BY THE CONTRACTOR

As desired by the Government of Pakistan, maximum efforts shall be exercised by the contractor for arranging bulk supplies (of items required for the works) from the manufacturers who are registered with the Sales Tax Department of the Government of Pakistan.

CLAUSE-21 ESCALATION

No escalation claims on any account Cement, Steel, Labour, POL shall be allowed.

CLAUSE-22 PERFORMANCE BOND

The contractor shall submit performance bond @5% of the contract cost from any schedule bank on a prescribed format within 15 days after signing contract agreement which shall be released after successful completion of the work.

CLAUSE-23 LABOUR CARDS

Contractor is required to deposit the entry cards of labourers issued for the execution of work after completion of the job.

CLAUSE-24 TESTING OF MATERIAL

Testing of material is the responsibility of contractor and he will arrange testing of material at his own cost as & when directed by Engineer incharge.

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

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) 'Employer' means the Pakistan Atomic Energy Commission Foundation Islamabad and includes the Commission's representative on successors. The words 'Employer' and Commission are synonymous throughout the Contract.
- b) 'Contractor' means the Person or persons, firm or company who's tender (as hereinafter defined) has been accepted by the Commission and includes the Contractor's personal representative, successors and permitted assigns.
- c) 'Engineer' means the Project Manager/Chief Engineer/Pr. Engineer and Project Director of the P.A.E.C.F or other Engineer appointed from time to time by the Commission.
- d) 'Secretary' means the Secretary, P.A.E.C. Foundation Islamabad.
- e) 'Representative of Engineer' means any Executive Engineer! Senior Engineer/Junior Engineer and any other duly authorized Agent or Agents appointed from time to time by the Commission or the Engineer to perform the duties set forth in Clause-2 thereof
- f) 'Work' means works to be executed in accordance with the Contract.
- g) 'Contract' means the conditions of Contract specifications, drawings, priced bill of quantities, Schedule of Rates and prices (if any), Tender and the Contract Agreement.
- h) 'Contract Price' means the sum named in tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- i) 'Constructional Plant' means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- j) 'Temporary Works' means all temporary works of every kind required in or about the execution, completion or maintenance of the work.
- k) 'Drawings' means the drawings referred to in the specification and any modifications of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.
- l) 'Site' means the lands and other places on under in or through which the works are to be executed or carried out and any other lands or places provided by the Commission for the purposes of the Contract.
- m) 'Approved' means approved in writing including subsequent written confirmation of previous verbal approval and 'approved' means approved in writing including as aforesaid.
- n) 'Tender' means the offer tendered by the Contractor for the works governed by the Contract.

2. Words imparting the singular only also include the plural and vice versa where the context required.

3. The marginal headings or notes in these General Conditions shall not be deemed to be part thereof or of the Contract.

REPRESENTATIVE OF THE ENGINEER

1. The duties of the Representative of the Engineer are to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract or order any work involving delay or any extra payment by the Commission not to make and variation of or in the works.
2. The Engineer may from time to time delegate to the representative of the Engineer in writing any of the powers and authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approval given by the Representative of the Engineer to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Commission as though it has been given by the Engineer provided always as follows: -
 - a) Failure of the Representative of the Engineer to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to.
 - b) Disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
 - c) If the Contractor shall be dissatisfied by reason of any decision of the Representative of the Engineer, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm reverse or vary such decision.

ASSIGNMENT AND SUB-LETTING

3.
 - i) The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit or interest there in or hereunder without the prior written consent of the Commission.
 - ii) The contractor shall not sub-let the whole or any part of the work except where otherwise provided by the Contract without the written consent of the Engineer, and such consent, if given, 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 sub-Contractor, his agents, servants or workmen as fully as if they were the act defaults or neglects of the Contractor, provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this Clause.

EXTENT OF CONTRACT

4. The Contract comprises the construction, completion and maintenance of the works and except in so far as the Contract otherwise provided the provision of all labour materials construction plant temporary works and everything whether of temporary or permanent nature required in and for such construction completion and extent of maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
5. The several documents forming the Contract are to be taken documents mutually explanatory of one another and in case of ambiguity or discrepancies the same shall be explained and adjusted by the Engineer whose decision in this respect shall be final.
6. Three copies of the approved drawings shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the

completion of the Contract the Contractor shall return to the Engineer all drawings provided under the Contract.

One copy of the Drawings furnished to 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 the Representative of Engineer.

7. The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
8. The Contractor shall provide thing necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawing or between the drawing schedule of quantities and specifications, he shall immediately and in writing refer the same to the Engineer who shall decide which is to be followed.

GENERAL OBLIGATION

9. The Contractor shall within 14 days after written notice of acceptance of the tender has been posted to the Contractor, enter into and execute a Contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications as may be necessary.
10. An amount equal to 5% each running bill shall be deducted as Security Deposit till the aggregate deductions reached 2.5% of the Contract value. The Contractor shall then be allowed to submit irrevocable bank guarantee for the balance of 2.5%. If the bank guarantee is not submitted by the Contractor, the deduction 5% of the Contract value would continue. This amount would be retained for one year after the completion of the project.
11. The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting the tender as to the nature of ground and subsoil, the form and nature of ground and subsoil, the form and nature of site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his Tender.
12. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the Contract cover all his obligations the Contract and all matters and things necessary for the proper completion and maintenance of the works.
13. The Contractor shall execute complete and maintain the works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer instruction and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred in Clause-2 hereof) from the representative of the Engineer.
14. As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer for his approval a program showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer or Representative of the Engineer, furnish in writing for his information particulars of the Contractor's arrangements for carrying out the works and that of the constructional part and temporary works which the Contractor intends to supply use or Contract as the case may be. The submission to and approval by the

Engineer or the Representative of the Engineer of such program of the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15. The Contractor shall give or 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 authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall soon as is practicable (having regard to the requirement replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the Site in any capacity shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer or (subject to the limitations of Clause-2 hereof) the Representative of the Engineer.
16.
 - 1) The Contractor shall provide any employee on the site in connection with the execution and maintenance of the works: -
 - a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and.
 - b) Such skilled, semi-skilled and unskilled labour as necessary for the proper and timely execution and maintenance of the works.
 - 2) The Engineer shall be at liberty to object to and require the Contractor remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer. Any person so removed from works shall be replaced without delay by a competent substitute approved by the Engineer.
 - 3) The Contractor shall, if required by the Engineer, deliver to the Engineer or the representative of the Engineer returns in such form and at such intervals as the Engineer may prescribe showing in detail the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site.
17. The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during progress of the works and error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the Contractor on being required so to do by the Engineer or the Representative of the Engineer shall at his own expense rectify such error to the satisfaction of the Engineer shall at his own expenses rectify such error to the satisfaction of the Engineer. The checking of any setting out or of any lines or level by the Engineer or the Representative of the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness 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. The Contractor shall in connection with works provide and maintain at his cost, all lights, guard, fencing and watching when and where necessary or required by the Engineer or the Representative of 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.

19. i) From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all temporary works and in case any damages, loss or injury shall happen to the works or to any part thereof or any excepted risks as defined in sub-Clause (2) of this Clause shall completion the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under Clause-4 hereof.
- ii) The "Expected Risk" are war hostiles (whether was be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise then among the Contractor's own employees) riot, commotion or disorder or use of occupation by the Commission of completion has been issued or any such operation of the forces of nature as reasonable foresight any ability on the part of the Contractor could not foresee or reasonably provide against all of the which are herein collectively referred to as "the excepted risks".
20. The Contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the Commission against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface of other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of construction and maintenance of the works and against all claims demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
21. The Contractor shall be responsible for all injury to person's animals or things, and for all structural and decorative damage property which may arise from the operation of neglects of himself or of any nominated sub-Contractor's employees, whether such injury is damage arise from carelessness accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This Clause shall be held to include, inter all any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and held him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or for damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claim for the period of construction of the works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.

The Contractor shall reinstate all damage of every sort mentioned in the Clause, so as to deliver up the whole of the Contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage as the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or the third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the Contract, with an approved office, policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the Contract. The Contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under workmen's compensation Act or any other Statute in force during the currency of this Contract at common Laws in respect of any Employer of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the Contract, with an approved office. A policy of Insurance in the joint names of the employer and the Contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of this Contract.

The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damage to any property arising out of and incidental to the negligent or defective carrying of this Contract. He shall also indemnify the Employer in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of such claims or damages from any sum or sums due become due to the Contractor.

Unless otherwise specified the insurance shall be for the following amount in respect of original works costing more than Rs. 500000.00 (Rupees five lacs) excluding repair and petty works.

- a) The works and temporary works to the all value of such works executed from time to time.
 - b) The materials Constructional Plant and other things brought on to the Site by the Contractor to the full value of such materials, Constructional Plant and other things.
 - c) Third party insurance for at least the amount stated in the Tender.
22. a) The Contractor shall at the time of signing the Contract insure the works and keep them to be insured until the completion of the Contract against loss or damage by fire in and office to be approved by the Engineer in the joint names of the employer and Contractor (the name of the former being placed first in the policy) for the full amount of the Contract and for any further sum if called upon to do so by the Employer the premium of such further sum being allowed to the Contractor as and authorized extra, such policy shall cover the property of the employer only, fees, for assessing the claim and in connection with his services generally therein, and shall not cover any property of the Contractor or of any sub-Contractor of employer . The Contractor shall deposit the policy and receipts for the premium with the Engineer within twenty-one days from the date of signing the Contract unless otherwise instructed by the Engineer. In default of the Contractor insuring as provided above, the employer may insure and may so deduct the premiums paid from any notice due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the works reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in same manners as through the fire had not occurred in all respects under the same condition of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer deem fit.
- b) The amount so due as aforesaid shall be the total value of the work duly executed and of the Contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said materials and goods as and from time to time as they are responsibly, properly and not prematurely brought upon the Site and then only if properly stored and or protected against the weather.
23. The Contractor shall give all notices and pay all fees required to be given or paid by the National or State Statute Ordinance or other Laws or any Regulation or Bye-Laws of any local or other duly constituted authority in relation to the execution of the works and by the Rules and regulations of Public bodies and companies whose property or rights are affected in any way by the works or any Temporary works.
24. All fossils, coins, articles of value or antiquity and structure of and other remains or things of geological or are geological interest discovered on the site of the works shall be between the Commission and the Contractor be deemed to be the absolute property of the Commission and the

Contractor shall take reasonable precaution 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 Representative of the Engineer of such dim over and carry out, at the expense of the Commission, the Representative of the Engineer, orders w as to the disposal of the same.

25. The Contractor shall save harm less and indemnify the Commission from and against all claims and proceedings for or on account of infringement of any patent rights design trademarks name of other protected rights in respect of any construction plant, machine, work or materials used for or in connection with the works or Temporary works or any of them and from and assist all claims, demands, proceedings, damage cost, charges and expenses whatsoever in respect thereof or in relation thereto, cot where otherwise specified. The Contractor shall pay al l damage and other royalties, rent and other payment or compensation (if any) for getting stone, sand, gravel clay or other materials required for the works or Temporary works or any of them.
26. The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Commission and their workmen and to the workmen of the Commission and any other 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 Commission may enter into in connection with or ancillary to the works.
27. Except where otherwise specified the Contractor shall at his own expense supply and provide all the constructional plants Temporary works materials both for temporary and for permanent works labour (including the supervision thereof) transport to or from the site and about the works and other things of every kind required for the construction completion and maintenance of the works.
28. On the completion of the works the Contractor shall clear away and remove from the site all constructional plant surplus materials rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

LABOUR

29. The hours of Employment Regulations and payment of wages Act so far those are applicable to the Contractor's labour shall be adhered to be the Contractor.
30. The Contractor shall if required by the Engineer deliver to the Representative of the Engineer or at his office & return in detail in such from and at such intervals as the Engineer may prescribe showing the number of the several classes of labour from time to time employed by the Contractor on the site and such information respecting constructional plant as the Representative of the Engineer may require.

WORK MATERIAL AND PLANT

31.
 - i) All material and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subject from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, testing any work and the quality, weight, or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer.
 - ii) All samples shall be supplied by the Contractor at his own cost.
 - iii) The costs of making all tests specified in the Contract shall be borne by the Contractor.
 - iv) Where in any certificate (of which the Contractor has received payment) the Engineer has included the value of any unfixed materials intended for and/or placed on or adjacent to the

works such materials shall become the property of the Employer and they shall not be removed except for use upon the works without the written authority of the Engineer. The Contractor shall be liable for any loss or damage to such materials.

32. i) The Engineer and any person authorized by him shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance for obtaining the right of such access.
- ii) The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor is not to be responsible for any damages which may happen to or be occasional for any danger or delay which may happen to or be confronted by such work.
33. No work shall be covered up or put out of view without the approval of the Engineer or the Representative of the Engineer and the Contractor shall afford full opportunity for the measure any work, which is about tube covered up, or putout of view and to examine foundations before permanent work is placed therein. The Contractor shall give due notice to the Representative of the Engineer whenever any such work of foundations is or are ready or about to be ready for examination.
34. i) The Engineer shall during the progress of the work have power to order from time to time.
- a) The removal from the site within such time or times as may be specified of any materials, which in the opinion of the Engineer are not in accordance with the Contract.
- b) The substitution of proper and suitable materials and.
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the Contract.
- ii) In case of default on the part of the Contractor in carrying out such order the Commission shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Commission or may be due to the Contractor.
- 34A. The Contractor shall on the written order of the Engineer suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension period protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the Contractor in giving effect to the Engineer instructions under this Clause shall be borne and paid by the Commission unless such suspension is:
-
- a) Otherwise provided for in the Contractor.
- b) Necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the Contract or.
- c) Necessary for the safety of the works or any part thereof

35. Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intension to claim to the Engineer within 20 days of the Engineer's orders. The Engineer shall settle and determine the extra payment to be made to the Contractor in respect of such claim, as the Engineer shall consider fair and reasonable.

COMMENCEMENT TIME AND DELAYS

36. The Contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

37. i) Save in so far as the Contract may prescribe the extent of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the works shall be executed, the Engineer Will, with the written order to commence the works, give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme referred to in Clause 14 hereof (if any) and otherwise in accordance with such reasonable proposal of the Contractor as he shall by notices in writing to the Engineer make and 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 constructions of works with due dispatch in accordance with the said programmed or proposals (as the case may be).

- ii) The Contractor shall be on all expenses and charges for special or temporary way lease required by him in connection with access to the site.

The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

38. Subject to any requirement in the specification as to completion of any portion of the Works before completion of the whole of the works shall be completed within the time stated in the in the Tender as that within which the Works are to be commenced or such extended time as may be allowed under Clause-39 hereof.

39. Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitled the Contractor to an extension of time for the completion of the work, the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the representative of the Engineer full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

40. i) The whole of the materials, plant and labour to be provided by the Contractor under Clause 4 hereof and the mode manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner approved of by the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer to allow ensuring the completion of the works by the prescribed time or extended time for completion the Engineer shall so notify to the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion.

If the works is not being carried out by day and night and the Contractor shall request permission the Contractor shall not be entitled to any additional payment for so doing.

- ii) Not-with-standing anything contained herein the event of the rate of progress of the works being such that in the opinion of the Engineer the works cannot be completed by the prescribed time of the extended time. The Engineer may save the works constructed and completed through any other agency either concurrently with or independently of the Contractor at the risk and cost of the Contractor or the Engineer may supplement the Contractor's labour plant, equipment and materials at the Contractor's cost and risk and in all such cases provisions of Clause 39 hereof shall apply. Further, the Commission shall have the power to terminate the Contract and withhold payment to the Contractor till the whole of the works have been constructed, completed and maintained in the manner laid down in the Contract and the Contractor shall be liable for any loss or damage which the Commission may sustain on that account and for forfeiture, the Clause 58 and 59 hereof shall apply.

41. If the Contractor shall fail to complete the works within the time prescribed by Clause 38 hereof or extended time except where otherwise specified then the Contractor shall pay to the Commission liquidated damages for such default and not as penalty, a sum equal to one per cent of total value of the unfinished work against the Contract at the end of time or extended time so prescribed for every day which shall elapse between such time and the certified date of completion of work provided always that the entire amount of liquidated damage under the provisions of this Clause shall not exceed ten percent of the total Contract price. The Commission's without prejudice to any other method of recovery deduct the amount of such damages from any monies in the Commission's hand due or which may be become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works or from another of this obligations and liabilities under the Contract.

42. As soon as in the opinion of the Engineer, the works shall have been substantially completed and shall satisfactorily passed any final test that may be prescribed by the Contract, the Engineer shall, on receiving a written undertaking by the Contractor to finish any outstanding work during period of maintenance, issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate provided that the Engineer may give such certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the Commission and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provide also that a certificate of completion with accordance with the foregoing provisions of any part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surface requiring reinstatement unless such certificate shall expressly so state.

MAINTENANCE AND DEFECTS

43. i) In these conditions the expression 'Period of Maintenance' shall mean the period of maintenance named in the Tender calculated from the date of completion of the works certified by the Engineer in accordance with Clause-42, or in the event of more than one certificate having been issued by the Engineer the said Clause from the respective dates certificate and in relation to the period of maintenance the expression "the works" shall be constructed accordingly.

ii) To the intent of the works shall or as soon as practicable after the expiration of the period of maintenance be delivered unto the Commission in as good as perfect a condition (fair wear and tear excepted) to the satisfaction of the Engineer of that in which they were at the Commencement of the period of maintenance, the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defect imperfection, shrink ages on other faults as maybe required of the Contractor in writing by the Engineer

during the period of maintenance of within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer.

- iii) All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contractor to neglect or failure on the part of the Contractor comply with the obligation expressed or implied on the Contractor's part under the Contract. If in the opinion of the Engineer such necessity shall be due to another cause the value of such work shall be ascertained and paid for as if it were additional work.
- iv) If the Contractor shall fail to do any such work as aforesaid required by the Engineer the Commission shall be entitled to carry out such work by its own workmen or by other Contractor should have carried out at the Contractor's own cost shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

ALTERATION, ADDITIONS AND OMISSIONS

- 44. i) The Engineer shall make any variation of the form, quality or quantity of 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 desirable, shall have now order the contractor to do and the Contractor shall do the following: -
 - a. Increase or decrease the quantity of any work indeed in the Contract.
 - b. Omit any such work.
 - c. Change the character or quality or kind of any.
 - d. Change the levels, lines and dimension of any part of the works and.
 - e. Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract price.

- ii. No such variation shall be made by the Contractor without an order in writing of the Engineer, provided that no order in writing shall be required for increase or decrease in the quantity of any work such increase or decrease is not result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities, provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer whether before or after the carrying out of the order shall be deemed tube an order in writing within meaning of this Clause.
- 45. i) The contractor may be required to execute additional work beyond the quantities specified in the bill of quantities or extra or substitute items not included therein. For all additional work, payment shall be made on the basis of actual measurement at the minimum rates for such work in the contract. For extra or substitute items, payment shall be made on the basis of actual measurement at the rates derived from those included in the bill of quantities if in the opinion of the Engineer (which opinion shall be final) such rates are applicable. In case the rates for extra or substitute items cannot be so derived, then reasonable rates shall be fixed by the Engineer for which the contractor shall submit analysis of rates well in time for approval of the Engineer before execution of such work. If Engineer decides to delete certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.

- ii) If in the opinion of the Engineer, extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Engineer, the workmen's names) and materials employed be delivered for verification to the Engineer or his representative at or before the end of the week following that in which the work has been executed.
- iii) The Contractor shall send to the Engineer every month an account giving full and detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month considered which has not been included in such particulars.

PROPERTY IN MATERAILS AND PLANT

- 46. i) All constructional plant temporary works and materials provided by the Contractor shall when brought on to the Site, immediately be deemed to become the property of the Commission and the Contractor shall not remove the same or any part thereof without the consent in writing of the Engineer. But the Engineer will permit the Contractor the exclusive use of all such Constructional Plant. Temporary works and materials in and for the completion of the works until the happening of an even which give right to the Commission to exclude the Contractor from the Site and proceed with the completion of the work.
 - ii) Upon the removal of any such construction plant. Temporary works or materials with consent as aforesaid the same shall be demand to revisit in and become the property of the Contractor and upon completion of the works the reminder of the said constructional plant and temporary works and any un-used materials provided by the Contractor shall be deemed to revisit in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove any of the said construction plant. Temporary works or un-used materials with in such reasonable time then after the completion of the works as may be allowed by the Commission then the Commission may sell the same and shall after deducting from the proceeds the cost charges and expenses of an in connection with such sale pay the balance (if any) to the Contractor.
 - iii) The Commission shall not at any time be liable for the loss of or injury to any of the said Constructional Plant, temporary works or materials.
47. The operational of Clause-46 shall not imply any approval by the Engineer of the materials of other matters referred to therein not shall it prevent the rejection of any such materials at any time by the Engineer.

MEASUREMENT

- 48. The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not being taken as the actual and correct quantities o the works to be executed by the Contractor in fulfilment of his obligations under the Contract.
- 49. The Engineer shall accept as otherwise stated ascertain a determine by measurement the value of work done in accordance with the Contract. He shall when he requires any part or parts of the works to be measured give notice to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Representative of the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the

Contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work.

50. The works shall be measured net with standing any general or local custom except where otherwise specially described or prescribed in the Contract.

PROVISIONAL SUMS

51. All the sums set out in the Bill of Quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the Contract price.

52. All items not mentioned in the Bill of Quantities shall be used at the direction and discretion as to the amount used added to the price.

53. i) The Contractor shall submit to the representative of the Engineer during the execution of the works on account bills signed by the Contractor showing the quantities and values of the payment work done on the site as soon as measured have been recorded as per Clause-49 hereof.

- ii) The rates and prices in such on-account bill shall be in accordance with those the price bill of quantities so far as such rates and prices are applicable and on the approved rates and prices for other items of work.

- iii) The quantities in such on-account bill shall be in accordance with the actual measurement recorded by the representative of the Engineer as per provision of Clause-49 hereof.

- iv) The Contractor will be paid on the certificate of the Engineer the estimated Contract value of the permanent executed and in the addition such amount as the Engineer may consider fair and reasonable for any temporary works for which separate amount are provided in the Bill of Quantities subject so far as it applies to a retention of a percentage until the amount retained shall reach the amount of the security deposit as per "Clause-10" hereof after which time no further deduction of retention will be made.

54. No certificate other than the maintenance certificate referred to in Clause-55 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy or any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the Engineer.

55. The Contractor shall not be considered as complete until a maintenance certificate has been signed by the Engineer and delivered to the Commission stating that the works have been completed and maintained to his satisfaction. The maintenance certificates shall be given by the Engineer. Twenty-eight days after the expiration of the period of the maintenance (or different period of maintenance shall become applicable to different part of the works the expiration of the rates such period) and full effect shall be given to this Clause notwithstanding any previous entry on the works or the taking possession working or using thereof or any part thereof by the Commission. The security deposit of the Contractor shall be refunded after the maintenance certificate has been issued by the Engineer after deducting any sums which may become due from Contractor in the terms of provision of Clause-40(2), 4 and 43(4) hereof.

56. When the Engineer has granted a certificate or certificate of completion for the whole of the works under Clause-42 hereof and when the Commission has ascertained the estimated final sum due to the Contractor. The Commission shall after allowing for the amount of all previous on account bills and after allowing for all other payments due from the Contractor to the Commission pay to the

Contractor such a sum out of the balance so calculated as remaining due to the Contractor as will level to be retained by the Commission a sum equal to the security deposit. See Clause-10 hereof.

57. Unless otherwise agreed between the Commission and the Contractor all payments to be made to the Contractor under this Contract shall be made in Pakistan rupee currency.

REMEDIES AND POWERS

58. i) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his or shall present his petition in bankrupt or shall make an arrangement with or assigning in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in the writing of the Commission. First obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing the Commission that in his opinion the Contractor: -
- a) Has abandoned the Contractor.
 - b) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 10 days after receiving the Engineers written notice to proceed or.
 - c) Has failed remove materials from the site or to pull down and replace works for 28 days after receiving from the Engineer written notice that the said material or wok had been condemned and rejected by the Engineer under these conditions or.
 - d) Is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contractor or.
- i) Then the Engineer may after giving 14 days' notice in writing to the contractor enter up on the Site and the works and expel the Contractor there from without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and power conferred on the Commission or the Engineer by the Contract and may himself complete the works or may employ other Contractor to complete the works and the Commission or such other Contractor may use for such completion so much of the constructional plant temporary works and materials which have been deemed to become the property of the Commission under the provision of the Contract as he or the Commission may think proper and be Commission may at any time sell any of the said Constructional plant temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may be come due to the Commission from the Contractor under the Contract.
- ii) The Engineer shall as soon as may be practicable after any such entry and explosion by the Commission fix and determine by after reference to the parties or after such investigations or esquires as he may think fit to make or institute and shall certify what amount (if any) has at the time of such entry and explosion been reasonable earned by or would reasonable according to the Contractor in respect of work then actually done by him under the Contract and what was the value of any un-used or partially used materials any Constructional plant and temporary works which have been deemed to become the property of the Commission under the provision of the Contract.
- iii) If the Commission shall enter and expel the Contractor under this Clause the Commission shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (if any) and all other expense incurred by the Commission have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum of sums (if any) as the Engineer may certify would have been due to them

upon demand pay to the Commission the amount of such excess and it shall be deemed a debt due by the Contractor to the Commission and shall be recoverable accordingly.

59. If by reason of any accident or failure of other event occurring in or in connection with the works or any part hereof either during the execution of the works or during the period of maintenance any remedial or other work or repair shall in the opinion of the Engineer or the representative of the Engineer be urgently necessary for security and the Contractor is unable or un-willing at once to do such work or repair the Engineer or the representative Engineer may consider necessary. If the work or repair so done by the Engineer is work which in the opinion of Engineer the Contractor was liable to do at his own expense under the Contract all costs and charges properly incurred by the Commission in so doing shall on demand be paid by the Contractor to the Commission or may be deducted by the Commission from any monies due or which may become due to the Contractor provided always that the Engineer or the representative of the Engineer (as the case may be) shall as soon as after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.
60. Any bribe, Commission, gift or advantage given promised or offered by or on behalf of the Contractor or his partner agent or servant or any one on his or their behalf or any officer, servant representative or agent of the Commission or any person on its behalf in relation to the obtaining of to the execution of this or any other Contract with Commission shall in addition to any criminal liability which he may incur subject the Contractor to cancellation of this and all other Contract and also to payment of any loss or damages resulting from such cancellation to the like extent as is provided in case of forfeiture under Clause-653 hereof and the Commission shall be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under this or any other Contract. Any question or dispute as to the Commission in such manner as it shall think fit and sufficient and its decision shall be final and conclusive.

SETTLEMENT OF DISPUTE

61. This Contract shall be governed by the Laws of Pakistan. Report to court by either of the parties in respect of any dispute shall be had only to any appropriate court.

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.

1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE EMPLOYER**

2.1 **Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 **Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3 **Engineer’s/Employer’s Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor’s obligations.

3. **ENGINEER’S/EMPLOYER’S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are: -

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) 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 of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 **(a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days' rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) Secured Advance: The 75% percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 **Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 **Final Payment**

Within twenty-one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 **Currency**

Payment shall be in the currency stated in the Contract Data.

12. **DEFAULT**

12.1 **Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice

given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty-eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty-eight (28) days of the notice of termination.

13. **RISKS AND RESPONSIBILITIES**

13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

14. **INSURANCE**

14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 **Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. **RESOLUTION OF DISPUTES**

15.1 **Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, 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 twenty-eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work 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 arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and

CONTRACT DATA
Sub-Clauses of Conditions of Contract

- 1.1.3 Employer's Drawings, if any
(To be listed by the Employer)
- 1.1.4 **The Employer** means
Pakistan Atomic Energy Commission Foundation
- 1.1.5 **The Contractor** means

- 1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** _____ days/Months
(The time for completion of the whole of the Works should be assessed by the Employer)
- 2.1 **Provision of Site:** On the Commencement Date*
- 4.4 **Performance Security:**
Amount _____
Validity _____
(Form: As provided under Standard Forms* of these Documents)
- 7.2 **Programmed:**
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programmed: _____ (Bar Chart/CPM/PERT or other)
- 7.4 Amount payable due to failure to complete shall be ___% per day up to a maximum of (10%) * of sum stated in the Letter of Acceptance
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 9.1 **Period for remedying defects**

- 11.1 ***(a) Terms of Payments**
Payment of Contract Price shall be made in the following manners:
i) Ten percent (10%) of Contract Price shall be paid as advance payment within _____ days after the receipt of acceptable Performance Security and Bank Guarantee for advance payment,
ii) Seventy-five (75%) shall be paid in accordance with Clause 11.2 & 11.3 of Conditions of Contract,
iii) Ten percent (10%) shall be paid on the date of issuance of Certificate of Completion as per Clause 8.2 of Conditions of Contract, and
iv) Five percent (5%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.
- 11.2 (b) **Percentage of value of Materials and Plant:**
Materials eighty (80%)*
Plant ninety (90%)*
- 11.3 **Percentage of retention:** five (5%)

ADDITIONAL CONDITION

1. The rates should be quoted in figures as well as in words.
2. Pak Public Works Department technical specifications shall be followed during construction if Estimate/ B.O.Q. are based on Pak PWD Schedule of Rates. Similarly, Pak. Military Engineers Services Technical Specifications shall be followed during construction if estimate/ B.O.Q. are based on MES Schedule of Rate.
3. Method of measurements will be followed either in accordance with Pak. PWD or MES procedure whatsoever the case may be as in clause-2 above.
4. The Contractor will construct his camp outside the PAEC Colony area at place specified by the Department.
5. No personnel of the Contractor (other than the watchmen) shall stay at site in the night time unless otherwise approved by the department.
6. No material of any kind will be issued by PAEC unless otherwise specified in the contract.
7. As desired by the Government of Pakistan, maximum effort shall be exercised by the Contractors for arranging bulk supplies (of the items required for the work) from the manufacturers who are registered with the sales Tax Department of Government of Pakistan.
8. The Contractor shall consult in person (verbal/ written) the Commission's authorized / concerned office at least one month before the expiry of the maintenance period of the executed works to check the required repair/ maintenance to be carried out before release of security thereon.
9. Utility bills like Electricity, Sui-Gas, Water Charges or of any other nature (payable by the contractors), will be deducted from running or final bill of the contractor, and any amount if still outstanding from these bills or any other, the payable amount would be deducted from security Deposit (Retention Money) after expiry of the maintenance period.
10. On the completion of the project/ works, the contractor shall prepare and submit to the commission (if deems necessary or required), the as built drawings at his own expenses.

* * *

PROFORMA

REQUIREMENT OF WATER/ELEETRICITY BY THE CONTRACTOR AFTER AWARD OF WORK

Name of Contractor: M/S _____

QUESTION -1 WHETHER WATER FOR CONSTRUCTION IS REQUIRED? YES/NO

If the answer to the question is yes, then contractor agrees to the deduction of water charges from his own account bills at the rate of 1% (one percent) of the gross amount of the bill irrespective of its use. He further undertakes that he would make all arrangements for tapping, conveyance and storage of water from a designated point at his own cost.

If the answer to the question is no, and the contractor intends to make his own arrangements of water either through sinking of Tube well or other sources, prior approval of Senior Manager/Project Incharge shall be necessary before making the arrangements to avoid any complication at a later stage. The contractor shall apply in writing not later than 10 (ten) days on receipt of letter of Intent order failing which, water charges shall be recovered from the running bills according to the prescribed rates. The amount so deducted shall not be refundable on any account what so ever.

QUESTION -2 WHETHER POWER FOR CONSTRUCTION IS REQUIRED YES/NO

If the answer to the question is yes then the contractor shall make all arrangements for power connection including but not limited to procurement and installation of appropriate energy meter, cost of cable, DBs. and its distribution at the site of work in accordance with the safety requirements. Power supply shall be billed at prevailing WAPDA tariff E-1 (2) rates for the actual consumption recorded. Energy charges shall be recoverable through on account bills. In case the meter becomes faulty/damaged, recovery shall be made on the basis of connected load. Decision of the Senior Manager/Project Incharge in this respect shall be conclusive and binding on the contractor.

This Performa is in pursuance to para-19 and 20 of the Instructions to Tenderers.

CONTRACTOR/AUTHORIZED ATTORNEY/AGENT

SIGNATURE OF TENDER OPENING/EVALUATION COMMITTEE
