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# **GWADAR DEVELOPMENT AUTHORITY (GDA) BALOCHISTAN**

## **NAME OF PROJECT**

**REHABILITATION OF OLD TOWN OF GWADAR  
(PHASE-I)**

**ROAD WORKS**

**(CONSTRUCTION / BLACKTOPPING OF MAIN ROAD FROM NIGORI WARD  
TO DHORIA ALONG EASTBAY EXPRESSWAY FOR REHABILITATION OF  
OLD TOWN GWADAR)**

## **PACKAGE - 01A**

## **BIDDING DOCUMENTS (VOLUME - I)**

**FEBRUARY 2022**

**CONSULTANT**



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## TABLE OF CONTENT

S. No.	Description
<b><u>VOLUME - I</u></b>	
1.	INVITATION TO BIDDERS
2.	INSTRUCTIONS TO BIDDERS
3.	BIDDING DATA
4.	PART I - GENERAL CONDITIONS
5.	PART II - CONDITIONS OF PARTICULAR APPLICATION
6.	SPECIFICATIONS - SPECIAL PROVISIONS
7.	FORM OF BID AND APPENDICES TO BID
5.	FORMS <ul style="list-style-type: none"><li>• BID SECURITY</li><li>• FORM OF PERFORMANCE SECURITY</li><li>• FORM OF CONTRACT AGREEMENT</li><li>• FORM OF MOBILIZATION ADVANCE GUARANTEE</li></ul>

### **VOLUME - II**

1. SPECIFICATIONS - TECHNICAL PROVISIONS

### **VOLUME - III**

1. BIDDING DRAWINGS

### **VOLUME - IV**

1. BILL OF QUANTITIES

# **INVITATION TO BIDDERS**

# **INSTRUCTIONS TO BIDDERS**

# **TABLE OF CONTENTS**

## **INSTRUCTIONS TO BIDDERS**

### **A. General**

- IB.1 Scope of Bid
- IB.2 Source of Funds
- IB.3 Eligible Bidders
- IB.4 One Bid Per Bidder
- IB.5 Cost of Bidding
- IB.6 Site Visit

### **B. Bidding Documents**

- IB.7 Contents of Bidding Documents
- IB.8 Clarification of Bidding Documents
- IB.9 Amendment of Bidding Documents

### **C. Preparation of Bids**

- IB.10. Language of Bid
- IB.11 Documents Accompanying the Bid
- IB.12 Bid Prices
- IB.13 Currencies of Bid and Payment
- IB.14 Bid Validity
- IB.15 Bid Security
- IB.16 Alternate Proposals by Bidder
- IB.17 Pre-Bid Meeting
- IB.18 Format and Signing of Bid

### **D. Submission of Bids**

- IB.19 Sealing and Marking of Bids
- IB.20 Deadline for Submission of Bids
- IB.21 Late Bids
- IB.22 Modification, Substitution and Withdrawal of Bids

### **E. Bid Opening and Evaluation**

- IB.23 Bid Opening
- IB.24 Process to be Confidential
- IB.25 Clarification of Bids
- IB.26 Examination of Bids and Determination of Responsiveness
- IB.27 Correction of Errors
- IB.28 Evaluation and Comparison of Bids

### **F. Award of Contract**

- IB.29 Award
- IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids
- IB.31 Notification of Award
- IB.32 Performance Security
- IB.33 Signing of Contract Agreement
- IB.34 General Performance of the Bidders
- IB.35 Integrity Pact
- IB.36 Instructions Not Part of Contract

## **INSTRUCTIONS TO BIDDERS**

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

### **A. GENERAL**

#### **IB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### **IB.2 Source of Funds**

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

#### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
  - b. Duly prequalified / enlisted with the Employer.

#### **IB.4 One Bid per Bidder**

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

#### **IB.5 Cost of Bidding**

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

#### **IB.6 Site Visit**

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

## **B. BIDDING DOCUMENTS**

### **IB.7 Contents of Bidding Documents**

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
1. Instructions to Bidders
  2. Bidding Data
  3. General Conditions of Contract, Part-I (GCC)
  4. Particular Conditions of Contract, Part-II (PCC)
  5. Specifications - Special Provisions
  6. Specifications - Technical Provisions
  7. Form of Bid & Appendices to Bid
  8. Bill of Quantities (Appendix-D to Bid)
  9. Form of Bid Security
  10. Form of Contract Agreement
  11. Forms of Performance Security and Mobilization Advance Guarantee/Bond
  12. Drawings
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

### **IB.8 Clarification of Bidding Documents**

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.

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

### **IB.9 Amendment of Bidding Documents**

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

## **C. PREPARATION OF BIDS**

### **IB.10 Language of Bid**

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

**IB.11 Documents Accompanying the Bid****11.1 Each bidder shall:**

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
  - (i) Evidence of access to financial resources alongwith average annual construction turnover;
  - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
  - (iii) Work commitments since prequalification;
  - (iv) Current litigation information; and
  - (v) Availability of critical equipment.

and

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

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

 and other pertinent information such as mobilization programme etc;

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

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being incharge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint



venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.

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

#### **IB.12 Bid Prices**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

#### **IB.13 Currencies of Bid and Payment**

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

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

#### **IB.14 Bid Validity**

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period

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

#### **IB.15 Bid Security**

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
  - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
  - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security; or
    - (ii) sign the Contract Agreement.

#### **IB.16 Alternate Proposals by Bidder**

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

#### **IB.17 Pre-Bid Meeting**

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.

- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

##### **IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the contract as defined in the Bidding Data; and

- (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **IB.20 Deadline for Submission of Bids**

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **IB.21 Late Bids**

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

#### **IB.22 Modification, Substitution and Withdrawal of Bids**

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the

expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

## **E. BID OPENING AND EVALUATION**

### **IB.23 Bid Opening**

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

### **IB.24 Process to be Confidential**

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

### **IB.25 Clarification of Bids**

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

### **IB.26 Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect

unfairly the competitive position of other bidders presenting substantially responsive bids.

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

#### **IB.27 Correction of Errors**

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

#### **IB.28 Evaluation and Comparison of Bids**

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
  - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and
  - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

### **F. AWARD OF CONTRACT**

#### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder

whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

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

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

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

### **IB.32 Performance Security**

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **IB.33 Signing of Contract Agreement**

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

- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

**IB.34 General Performance of the Bidders**

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

**IB.35 Integrity Pact**

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

**IB.36 Instructions not Part of Contract**

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



# **BIDDING DATA**

## **BIDDING DATA SHEET**

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

*Instructions to Bidders*

*Clause Reference*

### **1.1 Name and address of the Employer**

#### **a) Name and Address of Employer is:**

***The Project Director***  
***Rehabilitation of Old Town of Gwadar***  
*Gwadar Development Authority*  
*Office of the Project Director,*  
*Engineering Section, Marine Drive, Gwadar*  
*Telephone : +92 (86) 920 1010*  
*Email : [engineering@gda.gov.pk](mailto:engineering@gda.gov.pk)*

#### **b) Name of the Project & Summary of the Works**

***Rehabilitation of Old Town Gwadar (Phase-I) - Road Works (Package-IA) - (Construction / Blacktopping of main road from Nigori Ward to Dhorla along Eastbay Expressway for Rehabilitation of Old Town Gwadar)***

*The summary of the project is:-*

*To construct / blacktopping of main road from Nigori Ward to Dhorla along Eastbay Expressway for Rehabilitation of Old Town Gwadar, Baluchistan in all respect with the provision of plant/ equipment, labor and material required for execution, completion, for providing the same as specified in the Contract.*

### **2.1 Name of the Borrower/ Source of Financing/ Funding Agency**

#### ***Government of Pakistan***

*The Employer has sufficient funds in Pak. Rupees through 50/ 50 share between federal government and provincial government to cover the cost of the entire project for which these bidding documents are issued.*

### **2.1 Amount and type of financing**

*Not Applicable*

### **3.1 Eligible Bidders**

*Delete whole text of Sub-Clause 3.1 and replaced with following:*

#### **In case of Single Entity**

*Bidders should have License from Pakistan Engineering Council, valid for the year 2021-2022 in Category C-3 and specialization codes of CE-01 & CE-10.*

#### **In case of Joint Venture**

*Lead Member must possess License from Pakistan Engineering Council, valid for the year 2021-2022 in Category C-3 and specialization code mentioned above.*

**Other JV member(s),**

*JV member shall be of Category C-4 with relevant specialization code for this project.*

*Foreign firms if Participating in the bidding process should strictly follow all the rule stipulated in PEC by Laws for Participation.*

*Bids will be submitted by a joint venture of two or more (but should not be more than 3) firms. The Share of the local firm/ firms shall not be less than 30% collectively in case of JV with international firm.*

**3.2 Add following IB Sub-Clause 3.2**

*To be qualified for award of the Contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract effectively.*

*Bids shall include the following documents including Mandatory Requirements and information.*

**A. MANDATORY REQUIREMENTS**

For consideration of the Bids submitted by the bidders following are the mandatory requirements:-

**(i) Valid Registration with Pakistan Engineering Council (PEC)****In case of Single Entity**

*Bidders should have License from Pakistan Engineering Council, valid for the year 2021-2022 in Category C-3 and specialization codes of CE-01 & CE-10.*

**In case of Joint Venture**

*Bidders should have License from Pakistan Engineering Council, valid for the year 2021-2022 in Category C-3 and specialization codes of CE-01 & CE-10.*

**Other JV member(s),**

*If JV member is from Pakistan side, shall be of Category C-4 and specialization codes of CE-10.*

***Foreign firms if Participating in the bidding process should strictly follow all the rule stipulated in PEC by Laws for Participation.***

***Bids will be submitted by a joint venture of two or more (but should not be more than 3) firms. The Share of the local firm/ firms shall not be less than 30% collectively in case of JV with international firm.***

***For the purposes of this particular Contract, bidders shall meet the minimum qualifying criteria set forth at the end of this section.***

***Where mentioned in Evaluation & Qualification Criteria, the figures for each of the partners of a joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in Evaluation & Qualification Criteria***

**(ii) Registration with Income Tax Department**

*Bidder (Lead firm and all JV partners) must possess valid registration certificate from income tax authority (NTN). (Attach NTN & Balochistan Revenue Authority (B.R.A) valid registration certificate).*

*(Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country)*

### **(iii) Bid Security**

As mentioned in 15.1 & 15.2.

### **(iv) Conflict of Interest**

*Bidder shall not have the Conflict of Interest. The "Conflict of Interest means:*

- (a) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;*
- (b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;*
- (c) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract;*
- (d) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;"*

*(Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)*

*Single Entity: Must Meet*

*Joint Venture: Lead Member must meet, other members must meet*

### **(v) Blacklisting**

*Bidder is not black listed, Blacklisting means:*

*"Barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/PPRA/any government, semi government, autonomous bodies"*

*(Attach Affidavit on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)*

*Single Entity: Must Meet*

*Joint Venture: Lead Member must meet, other members must meet*

### **(vi) Litigation History**

*All pending litigation shall in total not represent more than fifty (50)% of the Bidder's net worth and shall be treated as resolved against the Bidder. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)*

*Single Entity: Must Meet*

*Joint Venture: Lead Member must meet, other members must meet*

**(vii) History of Non-Performing Contracts**

*All Non-performance of a contract did not occur within the last 5 years prior to the deadline for bid submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.*

*(Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)*

*The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.*

*Single Entity: Must Meet*

*Joint Venture: Lead Member must meet, other members must meet*

**(viii) Failure to Sign Contracts**

*Not being under execution of a Bid Securing Declaration for last 5 years. (Provide details or attach Affidavit in case of not applicable on Rs. 100 Stamp paper attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country)*

*Single Entity: Must Meet*

*Joint Venture: Lead Member must meet, other members must meet*

**(ix) Financial Situation**

*Historical Financial Performance*

**a. Average Net working Capital for last 03 years: PKR 45 million**

*Single Entity: Must Meet*

*In case JV : Each member as per their share*

*Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation*

**b. Average Net Worth for last 03 years : PKR 90 million**

*(Submit Audited Balance Sheet and income tax submitted by the Bidder)*

*Single Entity: Must Meet*

*In case JV : Each member as per their share*

*Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation*

**c. Average Annual Construction Turnover: PKR 175 million**

*(Minimum average annual construction turnover as mentioned above, calculated as total certified payments received for contracts in progress or completed, within the last three (03) years, Submit Audited Balance Sheet and FBR returns of the Bidder)*

*Single Entity: Must Meet*  
*In case JV : Each member as per their share*

*Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.*

#### **(x) Work Experience**

*Completed atleast 2 Projects of Road work in the past ten (10) years: PKR 55 Million each*

*Single Entity: Must Meet*  
*In case JV : Either lead or other member Must Meet*

*Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation.*

#### **B. OTHER REQUIREMENTS**

- (i) copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder;*
- (ii) Proposed Detailed Construction Schedule (inter-relating all sub-heads of the works)*
- (iii) Detailed Method Statement (inter-relating all the sub-heads of the works)*
- (iv) The Bidder must demonstrate that it has the key equipment listed hereafter. It is mandatory that all equipment should not be more than 05 years old.*

<b>Sr. No.</b>	<b>Description of Equipment</b>	<b>Min. req. (Qty. in No.)</b>
1	Dump Truck	
2	Excavator	
3	Loader	
4	Water Browser	
5	Asphalt Plant	
6	Asphalt Paver	
7	Concrete Mixer Machine	
8	Mechanical Compactor	
9	Road Roller Vibratory	
10	Road Roller Tandem	
11	Pneumatic Roller	

- (v) The Bidder must demonstrate that it has the personnel for the key positions. All engineers must have valid registered with PEC. PEC Certificate and CV must have submitted other not considered.*

*Bids submitted by a joint venture of two or more (but should not be more than 3) firms as partners shall comply with the following requirements:*

- (a) the Bid shall include all the information listed in Sub-Clauses 3.2 (a) to (e) and (g) to (k) above for each joint venture partner and 3.2 (f) and (l) for the joint venture;*

- (b) *the Bid, and in case of a successful Bid, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners;*
- (c) *one of the joint venture partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;*
- (d) *the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture.*
- (e) *the partner-in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;*
- (f) *all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the Form of Bid and in the Form of Agreement (in case of a successful Bid); and*
- (f) *a copy of the Joint Venture Agreement entered into by all partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement. In case of foreign contractor, the JV Agreement should be as per PEC byelaws. ([www.pec.org.pk](http://www.pec.org.pk))*

*Further evaluation of only those bidders will be done who have cleared all the requirements mentioned in this Sub-Clause 3.2. Non-submission/ non-fulfillment of any one document included in above mentioned mandatory requirement shall render the bidder ineligible irrespective of his financial standing in the bidding.*

*The figures for each of the partners of a joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in this Sub-Clause 3.2 above.*

*The qualifications, capacity and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture bidders, unless they are named specialist subcontractors and the scope of their specialized participation in the Works is clearly defined in the bid.*

## **6.1 Site Visit**

*Delete the text and substitute:*

*The Bidder or his authorized representative shall visit and inspect the Site of Works including the areas and surroundings to be used for Contractor's Camp, on his own responsibility and at his own expense, and obtain all the information from his own sources which may be necessary for the purpose of preparing the bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.*

*The Bidder shall, before submitting his bid, satisfy himself in all respects including the following:*

- a. *The existing facilities in the vicinity of the Site of Work, the hydrological and climatological conditions, the form and nature of the Site of Work.*
- b. *The quantities and nature of the work and materials necessary for completion of the Works.*
- c. *The means of access to the Site of Work and exit from the Site.*
- d. *The available accommodation on land for Contractor's Camp within or outside the Site of Work.*
- e. *All necessary information as to risks, contingencies and other circumstances, which may influence or affect the bid.*
- f. *The existing condition at Site.*
- g. *Traffic Management during construction*
- h. *Etc.*

*Each Bidder shall also enquire and satisfy himself as to the source, the quantity of supply, the sufficiency of and the means of obtaining and transporting all plant, material, labour, fuel, water, electricity, and other matters or things required for or in connection with the Works.*

*In preparing the bid, Bidder shall also consider his obligation to adequately store all materials and maintain existing facilities and all Temporary Works during the period of their usage.*

*The Bidder must make local inquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making a bid and fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in accordance to the Contract to be entered into by him should his bid be accepted.*

*The Bidder shall make his own investigations, enquiries and assessments, on all matters, of all conditions of existing constructions at the site and its vicinity, to his satisfaction before submitting his bid.*

## **8.1 Time limit for clarification**

*The Employer, will respond to any request for clarification which he receives earlier than 05 days prior to the deadline for submission of bids and after that time limit the Employer will not entertain any clarification/ query etc. what so ever in nature.*

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

## **10.1 Bid language**

*English*

## **11.1 Documents Accompanying the Bid**

The Clause is deleted in its entirety and replaced with the following:

The Bidder shall submit the documents alongwith the Bid as per IB Sub-Clause 3.2. Non-submission/ non-fulfillment of any one document included in above mentioned



mandatory requirement shall render the bidder ineligible irrespective of his financial standing in the bidding.

## **11.2 Documents Accompanying the Bid**

*After issuance of Letter of Acceptance by the Employer to the successful bidder and prior to Signing of the Contract, the successful bidder shall provide Six (06) licensed copies of the above General Conditions of Contract, duly signed and stamped. The cost of procuring and providing the said General Conditions of Contract (GCC) shall be at the Bidder's account. The said General Conditions of Contract (GCC) shall be made part of the Contract.*

## **12.3 Bid Price**

*Add the following paragraphs:*

- a) The Bidder, by the act of submitting a bid, acknowledges that he has inspected the Site of Works and determined the general characteristics and conditions. The Employer will not assume any responsibility for information, interpretations and deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, employee or agent of the Employer or the Engineer before, during or after the execution of the Contract, shall effect or modify any of the terms or obligations contained in the Contract.*
- b) The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing and importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters and to have allowed in his bid for all delays, additional costs and financing charges that may arise directly or indirectly there from.*
- c) Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution and completion of the Works, the rates, total amounts and the Contract shall not relieve the Bidder whose bid is accepted from any risks or liabilities or from the responsibility of completing and handing over the works.*
- d) The rates and prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall be deemed to include all costs of performing the Works including all taxes and duties, profits and costs of accepting the general risks, liabilities and obligations of every kind set forth or implied in the Contract.*

## **13.1 Currencies of Bid and Payment**

*The unit rates and prices shall be quoted by the bidder entirely in Pak rupees (PKR). A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.*

*All payment will be made in PKR only.*

## **13.2 Delete whole Sub-clause 13.2**

## **14.1 Period of Bid Validity**

*Period of Bid Validity is 90 days after the date of bid opening*

**15.1 Amount of Bid Security**

*PKR 5.00 Millions*

**15.2 Form and Validity of Bid Security**

*Delete whole Clause 15.2 and replace with following*

*The Bid Security shall be in the form of Deposit at Call/ Bank Guarantee from Scheduled Bank in favour of the Employer, valid for a period of 28 days beyond the bid Validity date.*

*The bid Security (original) should be submitted with the Technical Bid and the copy (ies) should be submitted with Price Bid as per IB Clause 11.*

**16. Alternate Proposals by Bidders**

*Delete the text of 16.1 & 16.2 and substitute:*

*Alternate proposals by Bidders are not invited. Bidders will only quote for the bid design.*

**17.1 Venue, time, and date of the pre-Bid meeting**

*Pre-Bid meeting will be held if requested by the bidders.*

**17.2 Add at the end of the Para following**

*The Bidder shall notify “the Employer” of any inconsistencies, errors and omissions found in the Bid Documents, prior to the Bid opening date. Withholding of any such information which will later materially affect the contract price during construction may be considered as sufficient grounds for rejection of Bid. All queries shall be directed to:*

*Project Director, Rehabilitation of Old Town of Gwadar (Phase-I), GDA at the address provided in Sub-Clause 1.1 above.*

*The Employer is not responsible for any verbal communications or instructions to the Bidders.*

**IB.18 Format and Signing of Bid****18.4 Number of copies of the Bid to be completed and returned**

*Original + Two (02) Copies of Bid alongwith soft copies in DVD.*

**18.5 Delete the last sentence of this para from “All pages .....” the bid” and substitute with the following:**

*All pages of the bid including appendices, addendum, corrigenda, clarifications, supplementary information as are issued shall be completed, initialed and stamped by the person or persons signing the bid.*

*One (01) copy of Power of Attorney must be attached to the Bid submitted to the Employer, if this Bid is signed/executed by a person other than the President, Partner or Owner of the Bidder's Company.*

**18.6 Delete the text and substitute**

*The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. Each correction shall be separately signed and stamped. Over-writing, erasures, use of whitening fluid, correction tape for making corrections is not permitted. Noncompliance of these instructions may be construed as sufficient ground to render the bid non-responsive.*

**19.2(a) Employer's address for the purpose of Bid submission**

***The Project Director***  
***Rehabilitation of Old Town of Gwadar***  
 Gwadar Development Authority  
 Office of the Project Director,  
 Engineering Section, Marine Drive, Gwadar  
 Telephone : +92 (86) 920 1010  
 Email : [engineering@gda.gov.pk](mailto:engineering@gda.gov.pk)

**19.2(b) Name and Number of the Contract**

***Rehabilitation of Old Town Gwadar (Phase-I) - Road Works (Package-IA) - (Construction / Blacktopping of main road from Nigori Ward to Dhorla along Eastbay Expressway for Rehabilitation of Old Town Gwadar)***

**19.2(c) Warning**

As notified in the Invitation for Bid.

**20.1(a) Deadline for submission of bids**

As notified in the Invitation for Bid.

**23. Venue, time and date of Bid opening**

As notified in the Invitation for Bid.

**24. Process to be Confidential**

**24.2 Add the following sub-para:**

*Documents submitted by Bidders in connection with the Bid for above named Works will be treated as confidential and will not be returned.*

**26. Examination of Bids and Determination of Responsiveness**

*Add following paragraph at the end of Sub Clause 26.1*

*The Employer shall examine the Bids to confirm that all documents and technical documentation requested in Clauses 3 & 11 have been provided and to determine the completeness of each document submitted.*

*The Employer shall confirm that the documents and information pertaining to clauses 3 & 11 have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.*

**26.2 Add following text at the end of Sub-Clause 26.2**

---

*The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in IB 3 & 11.*

**29. Award of Contract**

**29.2 Add the following sub-para:**

*The Employer does not bind himself to award the Contract to the lowest or to any Bidder, but will take into careful consideration the bidders prices and such other factors as are deemed applicable.*

**32. Performance Security**

**32.1** *The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of (a) irrevocable, unconditional bank guarantee acceptable to the Employer from any scheduled Bank of Pakistan or (b) from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan or (c) an insurance company having at-least AA rating from PACRA/JCR, in favour of Employer valid for a period 28 days after the issue of defect liability certificate.*

**32.2 Delete Sub-Clause 32.2 and replace with following:**

*Failure of the successful bidder to comply with the requirements of Sub-Clause IB-31.5 or IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.*

**33. Signing of Contract Agreement**

**33.3 Add the following sub-para:**

*The formal Agreement between the Procuring Agency and the successful bidder shall be duly stamped at rate of 0.25% of bid price or as (updated from time to time by the Government of Baluchistan) stated in Letter of Acceptance.*

**PART I –**  
**GENERAL CONDITIONS OF CONTRACT**



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

# **CONDITIONS OF CONTRACT**

## **FOR WORKS OF CIVIL**

### **ENGINEERING CONSTRUCTION**

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

FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted in 1992 with further amendments

**NOTE:-**

After issuance of Letter of Acceptance by the Employer to the successful bidder and prior to Signing of the Contract, the successful bidder shall provide Six (06) licensed copies of the above General Conditions of Contract (as per Clause IB.11.3 under Bidding Data Sheet), duly signed and stamped. The cost of procuring and providing the said General Conditions of Contract (GCC) shall be at the Bidder's account. The said General Conditions of Contract (GCC) shall be made part of the Contract.

**PART II**  
**CONDITIONS OF PARTICULAR**  
**APPLICATION**

## TABLE OF CONTENTS

### PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1	Definitions
2.1	Engineer's Duties and Authority
2.2	Engineer's Representative
2.5(a)	Employer's Instructions
2.7	Engineer Not Liable
2.8	Replacement of the Engineer
4.3	Approval of Sub-Contractors
5.1	Language(s) and Law
5.2	Priority of Contract Documents
6.4	Delays and Cost of Delay of Drawings
6.6	Details to be Confidential
6.7	Shop Drawings
6.8	As-Built Drawings
8.1	Contractor's General Responsibilities
8.3	Temporary Works
8.4	Specialists Suppliers and Sub-Contractors
9.1	Contract Agreement
10.1	Performance Security
10.4	Performance Security Binding on Variations and Changes
11.1	Inspection of Site
12.2	Not Foreseeable Physical Obstructions or Conditions
14.1	Programme to be Submitted
14.2	Revised Programme
14.3	Cash Flow Estimate to be Submitted
14.5	Detailed Programme and Monthly Progress Report
15.1	Contractor's Superintendence
15.2	Language Ability of Contractor's Representative
15.3	Contractor's Representative
15.4	Provision of In-House Design Review / Check Capabilities of the Contractor
16.3	Language Ability of Superintending Staff of Contractor
16.4	Employment of Local Personnel
19.1	Safety, Security and Protection of Environment
19.3	Safety Precautions
19.4	Lighting Work at Night
20.4	Employer's Risks
21.1	Insurance of Work and Contractor's Equipment
21.2	Scope of Cover
21.4	Exclusions
22.1	Damage to Persons and Property
25.1	Evidence and Terms of Insurance
25.5	Insurance Company
26.1	Compliance with Statutes, Regulations, etc.
27.1	Fossils
29.2	Notices to Adjoining Property Owners
29.3	Giving of Notices and Payment of Fees
30.3	Transport of Material or Plant
30.5	Extraordinary Traffic
31.3	Co-operation with other Contractors
33.1	Clearance of Site on Completion
34.2	Rates of Wages and Conditions of Labour
34.3	Employment of Persons in the Service of Others
34.4	Housing for Labour
34.5	Health and Safety
34.6	Epidemics



34.7	Supply of Water
34.8	Alcoholic Liquor or Drugs
34.9	Arms and Ammunition
34.10	Festivals and Religious Customs
34.11	Disorderly Conduct
34.12	Compliance by Subcontractors
34.13	Day and Night Work and Work on Sundays or Holidays
34.14	Repatriation of Labour
34.15	Measures against Insect and Pest Nuisance
34.16	Burial of the Dead
34.17	Supply of Foodstuffs
34.18	Accident Prevention Officer
34.19	First Aid Facilities
34.20	Dangerous Materials
35.2	Records of Safety and Health
35.3	Reporting of Accidents
36.6	Use of Pakistani Materials and Services
37.4	Rejection
41.1	Commencement of Works
42.2	Failure to give Possession
45.1	Restriction on Working Hours
46.1	Rate of Progress
47.1	Liquidated Damages
47.3	Interim Liquidated Damages
48.1	Taking-Over Certificate
48.2	Taking Over of Sections or Parts
49.2	Completion of Outstanding Works and Remedying Defects
49.5	Extension of Defects Liability Period
51.1	Variations
51.2	Instructions for Variations
52.1	Valuation of Variations
52.4	Day work
53.4	Failure to Comply
54.1	Contractor's Equipment, Temporary Works, and materials; Exclusive use for the Works
54.5	Conditions of Hire of Contractor's Equipment
55.2	Omission of Quantities
56.1	Works to be Measured
59.4	Payments to Nominated Subcontractors
59.5	Certification of Payments & Nominated Subcontractors
60.1	Monthly Statements
60.2	Monthly Payments
60.3	Payment of Retention Money
60.6	Final Statement
60.8	Final Payment Certificate
60.10	Time for Payment
60.11	Secured Advance on Materials
60.12	Financial Assistance to Contractor
60.13	Withholding of Payment
63.1	Default of Contractor
63.2	Valuation at Date of Termination
63.3	Payment after Termination
63.4	Assignment of Benefit of Agreement
63.5	Corrupt and fraudulent Practices
65.2	Special Risks
67. 3	Arbitration
68.1	Notice to Contractor
68.2	Notice to Employer and Engineer

70.1	Increase or Decrease of Cost
73.1	Payment of Income Tax
74.1	Integrity Pact
75.1	Termination of Contract for Employer's Convenience
76.1	Liability of Contractor
77.1	Joint and Several Liability
78.1	Details to be Confidential
80.1	Coordination of Work at Site
81.1	Government and other Regulations in Pakistan
82.1	State of Emergency
83.1	Contractor to keep Engineer fully informed
84.1	Personal Liabilities
85.1	Freight Charges, etc.
86.1	Accidents
87.1	Acquisition of Land and Relocation of Utilities
88.1	Wastage
89.1	Weather, Flood, Seismic and Traffic Vibrations Conditions
90.1	Dealing with Water

## PART II - PARTICULAR CONDITIONS OF CONTRACT

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

### 1.1 Definitions

- (a) (i) The Employer is:  
**The Project Director**  
**Rehabilitation of Old Town of Gwadar**  
 Gwadar Development Authority  
 Office of the Project Director,  
 Engineering Section, Marine Drive, Gwadar  
 Telephone : +92 (86) 920 1010  
 Email : [engineering@gda.gov.pk](mailto:engineering@gda.gov.pk)

- (a) (iv) The Engineer is  
 (To be notified)

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

- (vi) **“Employer’s Representative”** means the **Project Director, Rehabilitation of Old Town of Gwadar**, Gwadar Development Authority (GDA) or other person from time to time, duly appointed in writing by the Employer.

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

**“Engineer’s Representative”** means the **Resident Engineer** appointed by the Project Consultant and duly approved by the Employer.

- (viii) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender, and

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

Amend Part I, Clause 1.1(b)(viii) to read as under:

Throughout Part I, the term “Appendix to Tender” shall be replaced by “Appendices to Tender”

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

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

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

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

- (e) (i) The text is deleted and substituted with the following:

“Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

The Contract Price shall include all taxes, duties and other charges imposed inside and/or outside the Country on the production, manufacture, sale and transport of the Contractor's Equipment. Plant, Materials and supplies to be used on or furnished under the Contract, and on the services to be performed under the Contract

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

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

## 2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer in writing before taking any of the following actions specified in General Conditions of Contract Part I:

- (i) approving sub-letting of any part of the Works under Clause 4;
- (ii) certifying additional cost under Clause 6
- (iii) certifying additional cost under Clause 12
- (iv) certifying additional cost under Clause 17
- (v) certifying additional cost under Clause 20
- (vi) certifying additional cost under Clause 27
- (vii) certifying additional cost under Clause 40
- (viii) certifying additional cost under Clause 42
- (ix) determining an extension of time under Clause 44
- (x) issuing a taking over certificate (s) under Clause 48
- (xi) issuing a variation order(s) under Clause 51
- (xii) certifying additional costs and/or fixing rates or prices under Clause 52;
- (xiii) notifying acceptance of principles of claims and/or certifying additional cost under Clause-53
- (xiv) issuing instructions under Clause 58
- (xv) issuing a Defects Liability Certificate under Clause 62
- (xvi) certifying additional payment under Clause 65
- (xvii) certifying additional cost under Clause 70.

## 2.2 Engineer's Representative

The following paragraph is added:

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

## 2.5 (a) Employer's Instructions

The Employer/ Engineer through its representative may in absolute discretion and from time to time issue written instructions, details, directions and explanations which are hereafter collectively referred to as “Employer's Instructions”. The Employer/ Engineer shall have the right to reject any materials, workmanship or equipment, which does not conform to the Contract and to suspend any work that is being improperly done. The Engineer's decision as to the construction and meaning of the drawings and specifications shall be final. Precedent or opinion as to what is useful or standard practice shall not be held to affect the status of the Engineer decision in any way or to relieve the Contractor from full responsibility and compliance with all requirements of the specification and plans.

- (b) The Employer/ Engineer shall have the right to inspect and supervise the work. The inspection and supervision of the work by the Engineer shall not relieve the Contractor of his full responsibility and liability of careful and faultless execution of the work.

The following Sub-Clauses 2.7 and 2.8 are added:

## **2.7 Engineer Not Liable**

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

## **2.8 Replacement of the Engineer**

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

Add following sub clauses:

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

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

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

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

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

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

## **5.2 Priority of Contract Documents**

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

- a). The Contract Agreement;
- b). The Letter of Acceptance;
- c). The completed Form of Bid;

- d). Specification - Special Provision
- e). Special Stipulations (Appendix-A to Bid);
- f). The Particular Conditions of Contract - Part II;
- g). The General Conditions - Part I;
- h). Tender Drawings;
- i). Specifications - Technical Provisions
- j). The completed Appendices to Bid (B, C, E to N);
- k). The priced Bill of Quantities (Appendix-D to Bid);
- l). \_\_\_\_\_ (any other)

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

#### 6.4 Delays and Cost of Delay of Drawings

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

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

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

#### 6.6 Details to be Confidential

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

#### 6.7 Shop Drawings

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

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

#### 6.8 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings (i.e. Soft copy in latest AutoCAD Format) amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

#### 8.1 Contractor’s General Responsibilities

Add following at the end of Sub-Clause 8.1.

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

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

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

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

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

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

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

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

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

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

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

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

Shop Drawings re-submitted for further review will be reviewed for response to previous notations only and the Contractor, by such re-submission shall be held to have represented that such Shop Drawings contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer specific attention to the same.

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

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

**As-Staked Drawings.** "As-Staked" Drawings shall be prepared for the entire project. These drawing shall be submitted to the Employer for review and approval regardless of the nature of the changes in the original design, if there is increase/decrease of more than five percent (5%) in quantities of major items of work and more than ten percent (10%) for minor items of work. Variation Order shall be prepared in accordance with Clause 51.

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

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

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

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



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

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

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

Add the following sub-clauses 8.3 and 8.4

### **8.3 Temporary Works**

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

### **8.4 Specialists Suppliers and Sub-Contractors**

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

### **9.1 Contract Agreement**

In the second line, modify the words ‘at the cost of the Employer’ to read “at the cost of the Contractor and add the following sub paragraphs at the end:

The Contract Agreement would be made on stamp paper of an appropriate value liveable under the law. Cost of stamp duty would be borne by the Contractor.

The Contractor shall at his own cost submit to the Employer photocopies of Four (4) sets and to the Engineer two (2) sets of the Contract Documents in bound form, duly initialed and stamped by the Employer, and the Contractor for the use of the Employer and the Engineer. Such submission shall be made within seven (7) days of signing of the Contract Agreement by the Employer and Contractor.

### **10.1 Performance Security**

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Bond from an Insurance Company having atleast AA rating from PACRA/JCR.

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

The following Sub-Clause 10.4 is added:

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

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

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

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

#### **12.2 Not Foreseeable Physical Obstructions or Conditions**

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

Add “determined under sub clause 53.5” after the word “Contract Price” appearing in the end of paragraph 1 of text under (b).

#### **14.1 Programme to be Submitted**

The programme shall be submitted within 28 days from the date of receipt of Letter of Acceptance.

Add the following:

- (a) The Contractor shall submit the Programme of Works on Primavera for the agreement of the Engineer and approval of the Employer. All items of works and activities including mobilization should be included in the Programme of Works. The programme shall identify and highlight those activities, which are on the Critical Path. This programme of works as scheduled shall form basis of Liquidated Damages pursuant to clauses 47.1 and 47.3 of Conditions of Contract. In addition, cash flow estimates shall be supported with inputs of over drafts organized with financial institutions at various stages of the projects to meet the funding requirements of the project. The Contractor shall supply and maintain at his site office for his and Engineer’s use a licensed copy of the project management computer software package namely Prima Vera or equivalent as used by the Contractor for programming, to monitor the progress. It shall be supplied complete with manuals and technical training and support for the duration of the Contract as per requirements assessed by the Engineer.
- (b) In order to assist the Engineer, the Contractor shall be required to submit at 2 weeks intervals data to the Engineer on the cost and quantities and other data relevant to the monitoring of progress according to a particular format suitable for computer processing.
- (c) The programme should identify all items of work including temporary work. Progress reporting by the Contractor should be supported on a monthly basis with an up-to-date analysis of the progress including a statement on items, which are or are about to become critical to the progress of the work along with the proposals on how the Contractor intends to alleviate the situation.

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

**General Requirements:**

- a. Programme should be submitted (both hard and soft copy) strictly following the guidelines and format specified in this Clause.
- b. The Engineer at any time during the execution of the Works; direct the Contractor to change/modify the Programme / Schedule based on the Priority of Works.
- c. No payment shall be released to the Contractor prior to approval of the Base Line Programme by the Engineer.
- d. Submittal of Programme consists of:
  1. Construction Schedule (CPM);
  2. Progress Curve/Project Cash Flow;
  3. Critical Resources Usage Chart;
  4. Detailed Method Statement;
  5. Material Procurement Plan;
  6. Schedule of Submittals and Shop-Drawings;
  7. Any other details as required by the Engineer;

**Construction Schedule:**

- a. Construction Schedule shall be developed on the basis of Work Breakdown Structure provided or approved by the Engineer.
- b. Construction Schedule shall be detailed up to level 4 or as required by the Engineer.
- c. Durations of construction activity should be calculated practically in relation to quantity of work done and allocated resources. Any activity that demands duration greater than seven (07) calendar days should be split into number of activities to monitor the same accordingly.
- d. Construction activities of the schedule should be logically linked with preceding and succeeding activities and showed in submitted construction schedule.
- e. Critical Activities and Critical Path of the project should be highlighted with red colour in bar chart and precedence diagram. Total Float for non-critical activities should also be shown in the schedule.
- f. Appropriate quantity of direct resources (material, labour, equipment and non-consumable material) should be allocated to all activities and showed in submitted construction schedule. Labour resource should be divided according to related trades (e.g. Mason, Operator, helper etc.) Contractor should make sure that no resource is being over allocated. Indirect resources should be allocated to supervision / summary activity.
- g. BOQ amount should be loaded to each construction activity. Accrual basis should be indicated to construction activity.
- h. Construction Schedule should show Activity ID, Activity Description, BOQ Quantity, Duration, Start Date, Finish Date, Total Float, Predecessors, Resource names with quantity, BOQ Amount and timescale where the bars show start and finish dates.

**Progress Curve / Projected Cash Flow:**

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

**Critical Resources Usage Chart:**

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

**Detailed Method Statement**

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

**Material Procurement Plan:**

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

**Schedule of Shop Drawings and Submittals:**

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

**Cash Flow Estimates:**

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

Add following at end of Sub-clause 14.2

**14.2 Revised Programme**

The revised programme shall be submitted within fourteen (14) days of the request received from the Engineer. The Contractor shall pay a penalty of Rs.100,000/- (Rupees Hundred Thousands only) for each day of delay in the submission of said revised

programme. The Employer shall recover such amount from any payment due to the Contractor under the Contract, on the Engineer's recommendations.

#### **14.3 Cash Flow Estimate to be Submitted**

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

The following Sub-Clause 14.5 is added:

#### **14.5 Detailed Programme and Monthly Progress Report**

- (a) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8<sup>th</sup> day of the following month, 10 copies each of Monthly Progress Reports covering:
- a) A Construction Schedule indicating the monthly progress in percentage;
  - b) Description of all work carried out since the last report;
  - c) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
  - d) Monthly summary of daily job record;
  - e) Photographs to illustrate progress ;and
  - f) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (b) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be submitted to the Engineer at the end of each day. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

#### **15.1 Contractor's Superintendence**

Replace clause 15.1 of General Conditions of Contract Part-I by following:

The Contractor shall be responsible to give or provide all necessary superintendence and efficient supervision during the execution of the work using his best skill and attention and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. A competent Agent, registered with Pakistan Engineering Council as Professional Engineer and duly authorized through a power of attorney (whose qualification and appointment shall be approved in writing by the Employer which approval may at any time be withdrawn) is to be constantly posted on the works and shall give his whole time to superintendence of the same. If such approval shall be withdrawn by the Engineer/Employer the Contractor shall as soon as is practicable (having regard to the requirement of 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 and shall promptly replace him by another agent approved by the Engineer with consent of Employer. The Agent shall receive on behalf of the Contractor, directions or instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the representative of the Engineer. The approval by the Engineer of the qualifications and appointment of Contractor, his agent or representatives for superintendence of the Work shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The Engineer shall have the right to remove from the site any of the Contractor's or his sub-contractor's personnel because of misconduct and/ or incompetence of which the Engineer shall be the sole judge.

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

## **15.2 Language Ability of Contractor's Representative**

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

## **15.3 Contractor's Representative**

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

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

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

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

The following Sub-Clauses 16.3 and 16.4 are added:

## **16.3 Language Ability of Superintending Staff of Contractor**

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

## **16.4 Employment of Local Personnel**

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

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

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

- (d) The contractor, to ensure protections of the environment, shall take all necessary measures and precautions in conformity with statutory and regulatory environmental requirements enforced and amended from time to time.
- (e) The Contractor shall exercise due care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works, except where clearing is required for Permanent Works, Approved Temporary Works and for excavation operations. All watercourses, ponds wells trees and native vegetation shall be preserved and shall be protected from damage, which may be caused, by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform the natural appearance of the landscape. Where necessary, destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replaced, replanted or otherwise

corrected at Contractor's expenses to the satisfaction of the Engineer and national and/or provincial Environment Protection Agency.

- (f) Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and rightly conditions. No borrow area shall be located within 500m from the right of way, except where approved by the Engineer.
- (g) During performance of the work, the Contractor shall carryout proper and efficient measures as often as necessary to reduce the dust pollution.

The following Sub-Clauses 19.3 and 19.4 are added:

### **19.3 Safety Precautions**

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

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

### **19.4 Lighting Work at Night**

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

### **20.4 Employer's Risks**

Delete the text and substitute with the following:  
The Employer's risks are:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (b) insure against.

### **21.1 Insurance of Work and Contractor's Equipment**

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

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

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

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

### **21.2 Scope of Cover**

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

Add following sub-clause (c)

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

### **21.4 Exclusions**

The text is deleted and substituted with the following:

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

### **22.1 Damage to Persons and Property**

Add the following after 22.1(b)

- (c) The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone, fibre optics and natural gas lines, oil lines water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnity



the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

- (d) The Contractor shall make good, at his own cost, all damages to telephone, telegraph, internet and electric cables or wires, fibre optics, sewer, water or other pipes except where the Authority, Employer or Private Party owing or responsible for the same elects to make good the damage.

All injury to the surface of the land, to the beds of water courses, Protecting Banks, riverbeds, etc. Where disturbed existing road/ footpaths by the works (other than where specifically ordered by the Employer), shall be repaired by the Contractor or the Authorities concerned, at the Contractor's expense. All such making good shall be to the satisfaction of the Employer.

## **25.1 Evidence and Terms of Insurance**

In 3<sup>rd</sup> line Clause 25.1 of General Conditions of Contract Part-I substitute "84 days" by "28 days".

The following Sub-Clause 25.5 is added:

## **25.5 Insurance Company**

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

Costs of such insurances shall be borne by the Contractor.

## **26.1 Compliance with Statutes Regulations, etc.**

Add Sub Paras (c) and (d) at the end of 26.1 of General Conditions of Contract Part-I

- (c) The Employer presupposes that the Contractor has cognizance of all laws of Pakistan pertaining to the execution of the work. The Contractor shall confirm in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance, law regulation or by-law. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Employer/ Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Employer, he shall bear all costs arising there from.

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

## **27.1 Fossils**

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

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

## **29.2 Notices to Adjoining Property Owners**

The Contractor shall send or cause to be sent written notices to Owners of property adjacent to the Site or which may be affected in any way by the performance of the work contemplate notifying them as to the extent of the work included in so far as it affect surrounding property and complying with local ordinance and laws.

## **29.3 Giving of Notices and Payment of Fees**

The Contractor shall give all notices and pay all fees and charges required to be given or paid be any national or state statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the work or of any temporary works and by the rule and regulations of all public bodies and companies whose property of rights are affected or may be affected in any way by the works or any temporary works.

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

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

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

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

The Contractor shall notify the Engineer and Employer about the negotiations, in-respect of settlement of claim. In case of failure in payment of claimed amount by the Contractor, the Employer shall recover the amount of claim from the Contractor by making deduction from any monies due or to become due to the Contractor and shall notify the Contractor accordingly.

Add following sub clause 30.5

## **30.5 Extraordinary Traffic**

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

The following Sub-Clause 31.3 and 31.4 are added:

## **31.3 Co-operation with other Contractors**

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

In order to make sure the timely start and finish of this Contract/ Subcontract, the Contractor/Subcontractor for this work shall be required to work in close coordination with other Contractor(s) /Subcontractor(s). For this purpose, the Contractor/Subcontractor of this work shall match his programme with the Master/Main Programme approved by the Engineer and shall maintain a proper record of the progress of the other Contractor(s)/Subcontractor(s) and that of his own, and a copy of the same shall be forwarded to the Engineer.

Any delay in handing over of any section of the work by the Contractor of this work according to the agreed programme shall invoke the application of the liquidated damages upon him proportionate to the quantum of the entire balance work of the scope of this contract.

In case of any dispute the Engineer's decision shall be final and binding upon both the Contractors.

### **33.1 Clearance of Site on Completion**

At the end of Clause 33.1 of General Conditions of Contract Part-I add following:-

The Employer/ Engineer shall have the right to retain an adequate amount of money due to the Contractor until the site is cleaned up and all damages made good.

The following Sub-Clauses 34.2 to 34.12 are added:

### **34.2 Rates of Wages and Conditions of Labour**

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

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

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

### **34.4 Housing for Labour**

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

### **34.5 Health and Safety**

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The

Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

#### **34.6 Epidemics**

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

#### **34.7 Supply of Water**

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

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

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

#### **34.9 Arms and Ammunition**

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

#### **34.10 Festivals and Religious Customs**

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

#### **34.11 Disorderly Conduct**

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

#### **34.12 Compliance by Subcontractors**

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

Add the following Sub-Clauses:

#### **34.13 Day and Night Work and Work on Sundays or Holidays**

Unless otherwise stated in the Contract, the Works shall be executed in the day only within normal working hours. No work shall be carried out on Site on Sundays (locally recognised as day of rest) and on gazetted holidays, without the consent in writing of the Engineer except if the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the Contractor shall immediately advise the Engineer. The Engineer shall not unreasonably withhold any such consent save in exceptional circumstances, nor do so if work on rest days or on

gazetted holidays is considered by the Contractor to be necessary to meet the Time for Completion.

In case the contractor needs to work after normal working hours or on Sunday or holidays, he shall get specific approval before hand from the Engineer giving at least 2 days advance written notice. In such case, the contractor undertakes his liability to pay the Engineer for such extra working hours (beyond normal working hours) calculated on the basis of actual extra hours at the rate of Rs. 2,000/- per hour payable to the Engineer through the Employer by the 15<sup>th</sup> day of next month.

#### **34.14 Repatriation of Labour**

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

#### **34.15 Measures against Insect and Pest Nuisance**

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

#### **34.16 Burial of the Dead**

The Contractor shall make any necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in Pakistan. The Contractor shall also be responsible, to the extent required by the local regulations, for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the Works.

#### **34.17 Supply of Foodstuffs**

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

#### **34.18 Accident Prevention Officer**

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

#### **34.19 First Aid Facilities**

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

**34.20 Dangerous Materials**

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

The following Sub-Clauses 35.2 and 35.3 are added:

**35.2 Records of Safety and Health**

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

**35.3 Reporting of Accidents**

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

The following Sub-Clause 36.6 is added:

**36.6 Use of Pakistani Materials and Services**

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

**37.4 Rejection**

In line five after word in bracket “immediately” add “with copy to Employer”.

**41.1 Commencement of Works**

The text is deleted and substituted with the following:

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

**42.2 Failure to give Possession**

Possession of site within the period named in Appendix-A

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

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

**45.1 Restriction on Working Hours**

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

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

#### **46.1 Rate of Progress**

Text is replaced with following:-

The Contractor Shall ensure that rate of progress does not fall below 20% of Scheduled Progress as reflected in the programme of work (submitted before issuance of letter of acceptance).

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, is below 20% of Scheduled Progress as reflected in the programme of work, then the Client will have prerogative to either terminate the contract or reduce/ delete portion of work if the contractor fails to improve the progress within 45 days of receipt of notice under this Clause. The Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

#### **47.1 Liquidated Damages**

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

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

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

The following Sub-Clause 47.3 is added:

#### **47.3 Interim Liquidated Damages**

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

refunded if the progress again matches the approved programme of works during the currency of works.

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

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

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

Sub-Clause 48.1 under General Conditions of Contract is amended as follows:-

- a. In fifth line, the word “Defect Liability Period” are replaced with the words “within 3 months of the date on which the Contractor is claiming that the whole works have been substantially completed and have satisfactorily passed any tests on completion prescribed by the Contract”
- b. At the end of the Clause 48.1, following is added:-
  - i. On receipt of Contractor’s notice of substantial completion of works, the joint inspection team consisting of the Employer, the Engineer and the Contractor shall check the works and prepare a punch list of items pertaining to any outstanding / defective works if the works are found substantially completed and ready for intended purpose. In case the works are not found to be substantially completed, the said request of the Contractor shall be returned un-actioned.
  - ii. The said punch list shall be prepared and signed with-in 15 days of submission of contractor’s Notice of substantial completion of works, provided the joint inspection team finds the project as substantially completed.
  - iii. The Contractor shall complete / rectify all outstanding / defective works within 3 months of the date of submission of contractor’s notice of completion and such completion / rectification of all outstanding / defective work shall be notified by the Contractor to the Engineer with a copy to the Employer within the said 3 months.
  - iv. The joint inspection team will thereafter visit the site and check / verify the completion of all outstanding works / rectification of all defective works identified in the punch list and issue a certificate to such effect. In case the joint inspection team finds the punch list items not attended to by the Contractor, the Employer / The Engineer, may in their sole discretion extend the said period of 3 months by another month.
  - v. The Engineer, on receipt of such certificate of the joint inspection team, will start the proceedings of issuance of Taking Over Certificate in accordance with the Contract.
  - vi. In case the Contractor does not attend to the punch list items satisfactorily within the stipulated time, the Taking Over Certificate may not be issued and Liquidity Damages be imposed till the time all outstanding / defective works are completed / rectified and the Employer shall have the right to deduct the cost of un attended works from the payments of the Contractor.
- c. Whenever the word “21 days” is mentioned in the Clause 48.1, it should be read as “within 21 days of issuance of certificate by joint inspection team that all the punch list items have been completed / attended to by the Contractor”.



**48.2 Taking Over of Sections or Parts**

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

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

Add following paragraph before the first para:

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

Add following sub clause 49.5

**49.5 Extension of Defects Liability Period**

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

**51.1 Variations**

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

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

**51.2 Instructions for Variations**

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

**52.1 Valuation of Variations**

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

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

For any additional item, if the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be worked out on the basis of prevailing market rates for the basic cost of the item, and a markup of 25% only should be added for all type of Overheads, Profit and the Income Tax etc.

**52.4 Day work**

Line one after word "Engineer" add "with consent of Employer"

**53.4 Failure to Comply**

Delete this Sub-Clause in its entirety and substituted with the following:-

"If the Contractor fails to comply with any of the provisions of this Clause i.e. 53, the Contractor shall not be entitled to any additional payment, and the Employer shall be discharged from any liability in connection with the claim".

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

Add following paragraph at the end of sub clause

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

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

The following paragraph is added:

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

Add following sub clause:

#### **55.2 Omission of Quantities**

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

The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

#### **56.1 Works to be Measured**

In line two of Clause 56.1 General Conditions of Contract Part-I after word "Works" add "deviations / amendments"

The following Sub-Clauses 59.4 & 59.5 are added:

#### **59.4 Payments to Nominated Subcontractors**

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

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

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

- a) submits reasonable evidence to the Engineer, or
- b)
  - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
  - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in subparagraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

### **60.1 Monthly Statements**

Sub-Clause 60.1 of the General Conditions of Contract is deleted and is substituted with the following Sub-Clause.

The Contractor shall submit on the basis of the joint measurement of work done under clause 56.1, to the Engineer after the end of each month, Six (6) copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 15.1, of a statement, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:

- (a) The value of the works executed up to the end of the month in question.
- (b) The actual value certified for payment for the works executed up to the end of the previous month.
- (c) The value of the executed works for the month in question, obtained by deducting (b) from (a);
- (d) The value of any variation executed up to the end of the month in question, less the amount certified in the previous Interim Payment Certificate;
- (e) Any amount reflecting changes in cost and legislation, pursuant to Clause 70;
- (f) any amount to be withheld for retention, determined by applying the percentage of retention stated in the Appendix A to Bid, to the amount due to the contractor, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Appendix to Bid;
- (g) Any other additions or deductions which may have become due in accordance with the Contract or otherwise.

After verification of monthly statement by the Engineer, the contractor shall make six (6) copies of the same on his own cost and submit the same to the Engineer.

### **60.2 Monthly Payments**

Delete sub-clause 60.2 and replace with following:

The said statement shall be approved or amended by the Engineer in such a way that, in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement referred to in Sub-clause 60.1, the Engineer shall determine the amounts due to the Contractor and shall issue to the Employer and the Contractor a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor.

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

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the Performance Security has been provided by the Contractor and approved by the Employer".

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

Add following paragraph at the end:

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

Retention money shall be released 6 months after the final payment.

### **60.6 Final Statement**

Add following paragraph at the end

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

### **60.8 Final Payment Certificate**

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

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

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

(a) Approved final As-built drawings.

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

## 60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 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 rate of 8% per annum in local 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.

## 60.11 Secured Advance on Materials

Not Applicable.

Add following sub clause 60.12 and 60.13.

## 60.12 Financial Assistance to Contractor

- (a) Provision is made within the Contract for the Contractor to obtain an interest free Mobilization Advance. The Advance shall be limited to fifteen (15) percent of the sum of the Contract Price stated in Letter of Acceptance less any Provisional Sums and will cover mobilization, demobilization and any costs incurred therein by the contractor.

The Mobilization Advance (if required) shall be paid in two equal parts after the following conditions have been fulfilled:

Part-1: 50% of the total amount of the Mobilization Advance

- (i) The Contractor has submitted guarantee for the full amount of the advance payment in the form of irrevocable without recourse bank guarantee or an insurance company having at-least AA rating from PACRA/JR in favour of the Employer.
- (ii) The Contractor has submitted the Performance Security in the form as stated in Sub-Clause 10.1 of the Conditions of Contract.

Part-2: Remaining 50% of the total amount of the Mobilization Advance

- (i) On mobilization of Plant, Equipment and other resources at site by the Contractor to the satisfaction of the Engineer.
- b) The bank guarantee/insurance bond must be issued by a scheduled bank in Pakistan/Insurance Company acceptable to the Employer and must be encashable in Pakistan in the same currencies as the advance payment was made. The bank guarantee/insurance bond shall remain valid and enforced until the Mobilization Advance is recovered in full.

- c) At any time, the bank guarantee/insurance bond shall be valid for an amount not less than the amount of the original Mobilization Advance less any partial repayment of that Advance which may have been affected. The Contractor shall inform the guaranteeing bank/insurance company, by letter, counter signed by the Employer, of the required amount of the guarantee from time to time. Reduction of the amount shall not be made without such authorizing letter.
- d) Recovery of the Mobilization Advance will be made from three consecutive Interim Payment Certificate (IPC) starting from first IPC in equal installments. Deduction shall be made after the deduction of Retention Money.

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

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

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

### **60.13 Withholding of Payment**

- a) The Employer may withhold the whole or a part of any payment invoiced by the contractor and certified by the Engineer if it is necessary in the opinion of the Employer to protect himself against losses on account of the following reasons.
  - i. Defective work not rectified.
  - ii. Non-fulfilment of any demand regarding guaranties.
  - iii. Claims of third parties raised against the employer caused through fault of the contractor in connection with the works.
  - iv. Damages caused by the contractor or his personnel or any sub-contractor, to the Employer, or to a third party on the site.
  - v. Non-fulfilment of the contract by the contractor.
- b) After the reasons for withholding of payments have been eliminated, to the satisfaction of the Employer and the Engineer, payments to the contractor will be undertaken by the Employer without delay.

### **63.1 Default of Contractor**

Add following as paragraph (b) (iii);

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

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

“then the Employer may, after giving 14 days’ notice to the Contractor, enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to

complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract."

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

### **63.2 Valuation at Date of Termination**

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

### **63.3 Payment after Termination**

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

### **63.4 Assignment of Benefit of Agreement**

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

Add following sub clause

### **63.5 Corrupt and fraudulent Practices**

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

For the purpose of this sub-clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

### **65.2 Special Risks**

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

### **67.3 Arbitration**

In the sixth to eight lines, the words “shall be finally settled ..... appointed under such Rules” are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Gwadar, Baluchistan.

### **68.1 Notice to Contractor**

The following paragraph is added:

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

### **68.2 Notice to Employer and Engineer**

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

a) The Employer is :

**The Project Director**  
**Rehabilitation of Old Town of Gwadar**  
 Gwadar Development Authority  
 Office of the Project Director,  
 Engineering Section, Marine Drive, Gwadar  
 Telephone : +92 (86) 920 1010  
 Email : [engineering@gda.gov.pk](mailto:engineering@gda.gov.pk)

b) The Engineer is :  
 To be notified

### **70.1 Increase or Decrease of Cost**

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

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

#### **(a) Other Changes in Cost**

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

#### **(b) Adjustment Formula**

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



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

Where:

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

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

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

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

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

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

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

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

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

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

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

### **(f) Weightages**

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or

instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

#### **73.1 Payment of Income Tax**

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

#### **74.1 Integrity Pact**

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

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

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

#### **75.1 Termination of Contract for Employer's Convenience**

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

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

#### **76.1 Liability of Contractor**

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

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

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

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**78.1 Details to be Confidential**

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

**80.1 Coordination of Work at Site**

The Contractor shall take cognizance that during the execution of the project, other Contractors will be working concurrently on this site or adjacent to the site.

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

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

Due consideration must be given to permit access to sections of the work as required by other Contractors for the execution of their works. With a view to coordinate the works, the Engineer's Representative may from time to time direct the order of the work to be carried out. Allowances for coordination of work at site shall be made by the Contractor in his prices & programming.

Add the following sub clause:

**81.1 Government and other Regulations in Pakistan**

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

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

Add the following sub clause:

**82.1 State of Emergency**

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

**83.1 Contractor to keep Engineer fully informed**

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

**84.1 Personal Liabilities**

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

**85.1 Freight Charges, etc.**

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

**86.1 Accidents**

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

**87.1 Acquisition of Land and Relocation of Utilities**

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

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

**88.1 Wastage**

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

**89.1 Weather, Flood, Seismic and Traffic Vibrations Conditions**

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

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

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

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

### **90.1 Dealing with Water**

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

All works including those below sub-soil standing water level shall be carried out in the dry unless specified otherwise. The Contractor's arrangements for controlling the inflow of water into the parts of the excavation being worked and during the placing of concrete and other works therein and for the collection and disposal of water shall be to the Engineer's Approval. Such arrangements may include inter alia temporary cofferdams, well-point systems, pumps; drains trenches, flumes and other recognized means. All Costs and charges in dealing with water in any way whatsoever and the effects thereof will be deemed to be included in the Contract Price and in the unit rates or prices of the Contractor for excavations.

Water flowing into excavations shall be carried by trenches, drainage layers or open jointed drains to sumps from which it shall be pumped. Such trenches drains or sumps shall generally be clear of the Permanent Works unless approved otherwise by the Engineer. If, with the said Approval of the Engineer trenches drains or sumps are excavated under or immediately adjacent the Permanent Works, these shall comprise open-jointed pipes with gravel mounds. When no longer required and when approved by the Engineer they shall be filled with a cement /sand grout injected under pressure so as to fill the pipe and all voids completely.

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

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

**SPECIFICATION –**  
**SPECIAL PROVISION**

# SPECIFICATIONS - SPECIAL PROVISIONS

## TABLE OF CONTENT

### 1. DESCRIPTION OF PROJECT

- 1.1. General
- 1.2. Scope of the project

### 2. THE SITE

- 2.1. Site of Works

### 3. WORK UNDER THE CONTRACT

- 3.1. General Description

### 4. GENERAL RULES OF SPECIFICATIONS

- 4.1. Specification or as Specified
- 4.2. Standards and Codes
- 4.3. Materials and Processes
- 4.4. Equivalent Materials, Processes, etc.
- 4.5. Approved, Directed, Instructed
- 4.6. Alternatives
- 4.7. Catalogues / Standards / Manufacturer's Instructions, etc.
- 4.8. Applicability

### 5. DRAWINGS

- 5.1. Bidding Drawings
- 5.2. Construction Drawings, Supplementary Drawings
- 5.3. Definition of Term Drawings
- 5.4. Checking of Drawings
- 5.5. Copies of Drawings
  - 5.5.1 Bid Drawings
  - 5.5.2 Construction Drawings / Supplementary Drawings
- 5.6. Drawings to be Furnished by the Contractor/ As built Drawing
- 5.7. Shop Drawings & Design

### 6. SETTING OUT OF WORK AND SURVEY

- 6.1. Reference Points, Lines
- 6.2. Verification
- 6.3. Survey Instruments
- 6.4. No work without Joint Survey

### 7. APPROVAL OF MATERIALS AND PLANT

- 7.1. Quality of Materials
- 7.2. Submission of Samples and Data
- 7.3. Testing
- 7.4. Testing Laboratory Certificates
- 7.5. Inspection
- 7.6. Approved Sample at Site

- 7.7. Survey Teams and Instruments
- 7.8. Establishment of Field Laboratory

**8. CONSTRUCTION SCHEDULE**

- 8.1. Submittal Date
- 8.2. Requirements
- 8.3. Monthly Reports

**9. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR**

- 9.1 Contractor's Office, Facilities etc.
- 9.2 Notice Board

**10. FACILITIES FOR ENGINEER'S PERSONNEL PROVIDED BY THE CONTRACTOR**

- 10.1 Engineer's Office
- 10.2 Furnishing and Maintaining Transportation Facilities

**11. SAFETY**

- 11.1. Accident Prevention, Protective Equipment

**12. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS**

**26. ATTENDANCE OF MEETINGS**

**27. DOCUMENTS NOT TO BE ALTERED OR MUTILATED**

**28. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER**

**29. ACCESS AND EXISTING ROADS**

**30. FIRST AID FACILITIES**

**31. FINAL HAND-OVER**

**32. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE**

**33. SITE ORDER BOOK**

**34. BAR BENDING SCHEDULES**

**35. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS**



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## **SPECIFICATIONS - SPECIAL PROVISIONS**

### **1. DESCRIPTION OF PROJECT**

#### **1.1. General**

Gwadar Development Authority (GDA), Baluchistan is developing rehabilitating the Old Town of Gwadar, Baluchistan.

#### **1.2. Scope of the project**

- a) The project is based on Single Stage One Envelope (SSOE) bidding procedure.
- b) The bidder is expected to visit the site of construction for himself and satisfy himself regarding the sufficiency of his bid. Any space required for dewatering, land fill and clearing of jungle and any work essential for the foundation and stability of the structures built there in shall be done by the contractor which shall be deemed to have been included in the bid amount. No additional or separate payment shall be made to the contractor on any account.

### **2. THE SITE**

#### **2.1. Site of works**

The Site of the Works is the area for construction as shown on the layout plan and designated additional areas adjacent there to as may be designated by the Engineer, after approval of the Employer.

The Employer will give possession of the designate area to the contractor, defined as the Site and as shown on the drawing for implementation of works, when the engineers Notice to Commence is given.

### **3. WORK UNDER THE CONTRACT**

#### **3.1. General Description**

The work construct / blacktopping of main road from Nigori Ward to Dhoria along Eastbay Expressway for Rehabilitation of Old Town Gwadar, Baluchistan in all respect, in this contract comprises the execution and completion of the Works, remedying of any defects therein, maintenance of utility services and the provisions of all labour, materials, equipment, plant and everything whether of a temporary or permanent nature required in and for such execution, completion, remedying and maintenance so far as the necessity for providing the same is specified or can reasonably be inferred from the Contract documents.

### **4. GENERAL RULES OF SPECIFICATIONS**

#### **4.1 Specification or as Specified**

"Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable AASHTO, ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per AASHTO / ASTM / BSS, these include items that may be added in the future. The Employer / Employer's Representative may supplement such specifications during the progress of work. All

materials and processes used for these items shall be subjected to standard testing and, if found below the pertinent AASHTO / ASTM / BSS standards, shall be removed from the site immediately at Contractor's expense.

#### **4.2 Standards and Codes**

Wherever reference is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

#### **4.3 Materials and Processes**

All goods and materials to be incorporated in the Works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

#### **4.4 Equivalent Materials, Processes, etc.**

Where specific materials, processes, etc. are specified and the same are not available other alternative materials and processes which ensure an equal or higher quality than those specified will be accepted subject to the Employer / Employer's Representative's prior review and written approval. Differences between the those specified and the proposed alternatives must be fully described in writing by the Contractor and submitted to the Employer / Employer's Representative at least 30 days prior to the date when the Contractor desires the Employer / Employer's Representative's approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

#### **4.5 Approved, Directed, Instructed**

Approved, directed, instructed means the approval, etc. of the Employer / Engineer unless otherwise stated.

#### **4.6 Alternatives**

Where alternative materials, processes etc., are specified the selection will depend on local conditions and discretion rests with the Employer / Employer's Representative whose decision shall be final and binding.

#### **4.7 Catalogues / Standards / Manufacturer's Instructions, etc.**

Wherever the manufacturer's/ supplier's instructions, manuals, guarantees and ASTM/BSS Standards are referred to in the specifications and details of Bills of Quantities; all such literature shall be submitted by the Contractor to the Employer / Employer's Representative for due checking, approval and record.

#### **4.8 Applicability**

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.

### **5. DRAWINGS**

#### **5.1. Bid Drawings**

Bid Drawings issued with the Bid Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient

detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 5.2 hereof.

## **5.2. Construction Drawings, Supplementary Drawings**

After award of Contract, the Contractor shall carry out "Joint Survey" at Site of Works in pursuance to Sub-Clause 6.4, Specifications - Special Provisions. The Contractor shall submit to the Engineer "Joint Survey", duly signed, dated and stamped by the representatives of the Employer, Consultant and Contractor.

Simultaneously, the Contractor shall submit to the Engineer detailed "Work Programme" in terms of Sub-Clause 14.1 Conditions of Contract.

After receipt of "Joint Survey" and "Work Programme" from the Contractor, the Engineer will start issuing Construction Drawings to the Contractor. The Engineer shall have authority to issue to the Contractor, from time to time, such Supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these Drawings.

The Contractor shall give notice to the Engineer regarding the part of the Drawings which in his opinion contain discrepancies or are not clear. The Engineer shall issue necessary clarifications or Supplementary Drawings in greater details as required to execute the Works. These Supplementary Drawings showing changes from the Bid Drawings, in the opinion of the Contractor, shall be reviewed by the Engineer for his determination of adjustment of the Contract Price under Clause 51 and 52 of the Conditions of Contract.

## **5.3. Definition of Term Drawings**

The term Drawings as used in the Specifications means the Drawings referred in Clauses 5.1 and 5.2 hereof.

## **5.4. Checking of Drawings**

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

## **5.5. Copies of Drawings**

Drawings will be issued to the Contractor and the Employer as described below.

### **5.5.1. Bid Drawings**

One (1) set each of the Bid Drawings will be issued to the Contractor and Employer along with Bid Documents. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

### **5.5.2. Construction Drawings / Supplementary Drawings**

One (1) print of each Construction Drawings / Supplementary Drawing will be issued to the Contractor and Employer free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

## **5.6. Drawings to be furnished by the Contractor / As-Built Drawings**

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

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

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

The Contractor shall furnish to the Engineer six (6) complete sets of all As -Built Drawings as well as AutoCAD soft copy within thirty (30) days of receipt of drawings stated above, from the Engineer.

#### **5.7. Shop Drawings & Design**

The Contractor to prepare and provide detailed shop drawings & design, for all the required items as per the instructions of the Employer/ Engineer and as mentioned in Bidding documents and drawings including but not limited to Architectural, Structural, Road works, Hard & Soft Landscaping, Electrical, Water Supply, Drainage, ICT or any related electro-mechanical works apart from Bar-bending schedule, etc. All drawings should be prepared based on the rules, regulation and requirements of the concerned departments and should be prepared electronically on latest version of AutoCAD, hard copies along with soft copies on CD's shall be submitted for the approval of Engineer as per the Nos. required in Scope of Work.

### **6. SETTING OUT OF WORK AND SURVEY**

#### **6.1. Reference Points, Lines**

The Contractor shall establish bench marks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these bench marks and / or lines.

#### **6.2. Verification**

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

#### **6.3. Survey Instruments**

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions for the use of the Engineer's Representative to check levels and lines of the work at all times. These instruments shall include (but not limited to) One Total Station, Adequate nos. of Levels, theodolites, Tapes, etc.

**6.4. No work without Joint Survey**

The Contractor shall not start the excavation and / or embankment works until the Joint Survey has been done to establish the existing ground levels.

**7. APPROVAL OF MATERIALS AND PLANT****7.1. Quality of Materials**

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

**7.2. Submission of Samples and Data**

As soon as practicable after award of Contract, the Contractor shall submit for the approval of the Engineer drawings, catalogues, diagrams and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail form furnished by the Engineer. Samples of materials (2 sets) shall be submitted by the Contractor to the Engineer at Contractor's cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

The Contractor shall submit samples of three (03) different brands, manufacturer or equivalent and higher quality of material / equipment alongwith brochures, technical specifications, catalogues and other details in accordance with BOQ and Technical Provisions for vetting / checking / approval by the Engineer.

**7.3. Testing**

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried out under his supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing as approved by the Engineer. The Contractor shall keep a complete record of all quality tests programme performed on Site.

**7.4. Testing Laboratory Certificates**

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

**7.5. Inspection**

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all

facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

#### **7.6. Approved Sample at Site**

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

#### **7.7. Survey Teams and Instruments**

The contractor shall provide necessary surveying staff and surveying equipment to the Engineer for conducting necessary survey work in connection with checking or establishing line, level, control and quantification of different items of work.

The Contractor shall maintain survey equipment for the use of the Engineer. All survey equipment shall be maintained throughout the Contract period.

##### **a) Expendable Material**

The Contractor shall provide adequate supplies of expendable materials, i.e. pencils, rubbers and inks, drawing papers, level books, field books, pegs, brushes and paints as required by the Engineer.

#### **7.8. Establishment of Field Laboratory**

The Contractor shall establish a Site laboratory for the purpose of necessary testing. The laboratory equipment shall remain the Contractor's property at all times.

The operation of the lab shall be under the control of Resident Engineer / Material Engineer of the Consultant.

### **8. CONSTRUCTION SCHEDULE**

#### **8.1. Submittals**

The programme of Works submitted by the Contractor in accordance with Clause 14.1 "Programme to be Submitted" of Particular Conditions of Contract shall be submitted in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path, resource scheduling for Contractor's Equipment, material and labour, within the period stated in the Appendix A to Bid. All the milestone shall be clearly identified.

#### **8.2. Requirements**

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and a time-scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependence of activities planned by the Contractor, and shall be time-scaled according to calendar dates.

#### **8.3. Monthly Reports**

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.2 above, reflecting actual start and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

The Engineer shall not be bound to issue an Interim Payment Certificate if the Contractor has not submitted the Monthly Progress Reports and such information as shall be mutually agreed in writing between the Employer and the Contractor.

## **9. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR**

### **9.1. Contractor's Office, Facilities etc.**

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall, not be limited to, the Contractor's Site Office, labour camps, workyard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire-fighting equipment etc.

The Contractor shall be solely responsible for arranging the facilities. The Contractor shall arrange his labour camp, work yard, storage area, site office within the area available at the Site.

### **9.2. Notice Board**

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer 3 Sign Boards 4.45M height and 2 M wide for writing the name of Work, name of Employer, name of Consultants, name of Contractor and Project Cost on both side. The notice board shall comprise of the following;

- Frame of 3" dia GI Pipe properly painted as per the direction of the Consultants/ Engineer and as per drawing.
- 2 Nos. Posts of 3" dia GI Pipe 4.45M above ground and 1M below ground embedded in 1:2:4 CC 2'x2'x4' with proper arrangements of anchorage and brasses. Pipes painted with anti-rust as directed by the Engineer.
- 4 Nos. Steel Sheets 0.6M high and 2M wide fixed on both sides with 50mm gap between each. The background of plates is of white color whereas the writing would be black or red color (as approved by the Engineer)
- White imported 3M sheet used as background. The color of monogram would be, green, red or black etc. (as approved by the Engineer)
- Alphabets of appropriate size as approved by the Engineer in 3M reflective sheet in blue/ black color.

Further details of Notice Board are given in the Tender Drawings Set.

The Contractor shall maintain the display of the notice boards at his own cost throughout the length of the project.

If the Contractor would not erect and maintain the Notice Boards etc., the Contractor shall not be availed the 2<sup>nd</sup> Part of Mobilization Advance from the Employer.

## **10. FACILITIES FOR ENGINEER'S PERSONNEL PROVIDED BY THE CONTRACTOR**

Not Applicable

## **11. SAFETY**

### **11.1. Accident Prevention, Protective Equipment**

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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

## **12. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS**

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

- 13.** The Bided Rates shall be inclusive of all lead and lift.
- 14.** The Contractor's rates shall include all incidental charges in connection with the work such as the cost of removing trees, shrubs, grass, etc., which interfere with the execution of the work as well as the cost of Natural Ground Compaction (NGC) which will be carried out by the Contractor up to the satisfaction of the Engineer prior to the earthwork.
- 15.** Materials obtained from excavations will be the property of the Employer. Serviceable materials are to be stacked in places pointed out by Engineer. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.
- 16.** On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.), erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc.; and in short, shall leave the site in a neat and tidy condition.
- 17.** The contractors in the course of their works should understand that all material (e.g., stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed off in the interest of Employer.
- 18.** The contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his Bid.
- 19.** The contractor shall have to make temporary approach roads, etc., at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer.



20. The contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.
21. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.
22. No material shall be removed from the site without the written permission of the Engineer.
23. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the bidders and no extra payment will be made. The rates shall be deemed inclusive of such incidental charges.
24. The Contractors shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.
25. The Engineer, subject to approval of the Employer, reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Employer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not re moved within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.

**26. ATTENDANCE OF MEETINGS**

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

- a). The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.
- b). The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.

**27. DOCUMENTS NOT TO BE ALTERED OR MUTILATED**

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer

in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

**28. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER**

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

**29. ACCESS AND EXISTING ROADS**

If the Contractor finds it necessary or elects to use existing roads, the Contractor shall make all necessary arrangements and obtain all permits from the relevant departments for travel over and use of such roads. The Contractor shall observe all rules regulations of the concerned department regarding the use of said roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of his use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

**30. FIRST AID FACILITIES**

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

**31. FINAL HAND-OVER**

At the end of the Defect Liability Period stipulated in the contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final hand-over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

**32. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE**

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

**33. SITE ORDER BOOK**

The Contractor shall maintain site order book {of triplicate leaves} at the Site, for taking down instructions of the Engineer and/ or the Employers, without any obligation and charges to the Employer / Engineer.

**34. BAR BENDING SCHEDULES**

The contractor shall be responsible for the preparation of all bar bending schedules at his own cost which shall be based on structural drawings supplied by the Engineer and shall get them approved before the actual execution of work.

**35. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS**

The Contractor shall, during the execution of the work, submit to the Employer (3 copies) and Engineer (2 copies) so as to reach them in the first week of every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with colour photographs of (5" x 7") size, at least 15, depicting the complete stages of the works. Each photograph should be properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographed. The report will be submitted on the standard format to be supplied later on. In case the Supervision Engineer are different from the Design Engineer, one copy each of photographs should be sent to both the Engineer.

The set of photographs for the Design Engineer should be submitted with respective negatives.

**FORM OF BID**  
**AND**  
**APPENDICES TO BID**

**FORM OF BID**

Bid Reference No. \_\_\_\_\_

**The Project Director****Rehabilitation of Old Town of Gwadar**

Gwadar Development Authority

Office of the Project Director,

Engineering Section, Marine Drive, Gwadar

Telephone : +92 (86) 920 1010

Email : [engineering@gda.gov.pk](mailto:engineering@gda.gov.pk)

**SUBJECT: REHABILITATION OF OLD TOWN GWADAR (PHASE-I) - ROAD WORKS (PACKAGE-IA) - (CONSTRUCTION / BLACKTOPPING OF MAIN ROAD FROM NIGORI WARD TO DHORIA ALONG EASTBAY EXPRESSWAY FOR REHABILITATION OF OLD TOWN GWADAR).**

Gentleman,

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

**FB-2**

8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We undertake to be bound by the Bid/ Contract Conditions even if a sub-head/ item of the works is deleted at the time of award or after the award or during the execution of Works; in such case the rates of other sub-head/ items shall remain unaffected.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

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

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

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

Witness:

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

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

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

Occupation \_\_\_\_\_

**BA-1**  
**APPENDIX - A TO BID**

**SPECIAL STIPULATIONS**

Sr. #	Description	Clause Conditions of Contract	Explanation
1	Employer's name and address	1.1(a)(i) (GCC)	<b>The Project Director</b> <b>Rehabilitation of Old Town of Gwadar</b> Gwadar Development Authority Office of the Project Director, Engineering Section, Marine Drive, Gwadar Telephone : +92 (86) 920 1010 Email: <a href="mailto:engineering@gda.gov.pk">engineering@gda.gov.pk</a>
2	Engineer's name and address	1.1(a)(iv) (GCC)	(To be notified)
3	Notice, Consent, Approval etc.	1.5 (GCC)	Scanned copy via e-mail and facsimile are acceptable, if the original is received within three days.
4	Subcontracting	4.1 (GCC)	The aggregate amount of the Works subcontracted shall not exceed 30% of the Contract Price.
5	Language	5.1(a) (GCC)	The Language is English
6	Law	5.1 (b) (GCC)	The Law of Islamic Republic of Pakistan
7	Amount of Performance Security	10.1 (GCC & PCC)	10% of Contract Price stated in the Letter of Acceptance.
8	Time for Furnishing Programme	14.1 (GCC & PCC)	Within 28 days from the date of receipt of Letter of Acceptance.
9	Revised Programme	14.2 (GCC & PCC)	Revised Programme to be submitted within 14 days of the Engineer's notice.
10	Insurance of Works and Contractor's Equipment	21.1 (GCC)	<b>Type of cover</b> The Works <b>Amount of cover</b> The sum stated in the Letter of Acceptance plus fifteen percent (15%) <b>Type of cover</b> Contractor's Equipment: <b>Amount of cover</b> Full replacement cost plus fifteen percent (15%) <b>Type of cover</b> Materials Procured by the Employer pursuant to Clause 60.11. <b>Amount of cover</b> Full replacement cost plus fifteen percent (15%) <b>Other cover:</b> Contractor's All Risk Policy

11	Minimum amount of Third Party Insurance	23.2 (GCC)	<b>Type of cover</b> Third Party-injury to persons and damage to property The Third Party compensation Policy must contain following conditions of indemnification per occurrence with the number of occurrence unlimited: i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person iv) in case of damage to property, full amount of repair/replacement as the case may be.
12	Minimum amount of Workmen Compensation Insurance	24.2 (GCC)	<b>Workers:</b> i) in case of death, Pak Rs. 1,000,000/= per person ii) in case of major injury, Pak Rs. 500,000/= per person iii) in case of minor injury, Pak Rs. 100,000/= per person
13	Time for Issue of Engineer's Notice to Commence.	41.1 (GCC & PCC)	Within 28 days from the date of signing of Contract.
14	Possession of Site	42.1 (GCC)	Immediately after the Notice to Commence.
15	Time for Completion for whole of the Works	43.1 (GCC) 48.2 (GCC & PCC)	12 months from the date as notified in the Engineer's Notice to Commence.
16	Normal Working Hours	45.1 (GCC)	8 hours a day and 6 days a week  (Being an emergency nature of work therefore contractor has to work in more than normal working hours and manage all labour and resources to complete the work within due period)
17	Amount of Liquidated Damages	47.1 (GCC)	0.1% of the contract price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.  For Interim Delay damages 0.05% of the Contract price per day delay in completion of the Works subject to a maximum of 5% of Contract Price stated in the Letter of Acceptance.
18	Taking Over Certificate	48.1 (PCC)	Only One Certificate shall be issued. The Work shall be considered substantially completed if the whole of the work completed to the satisfaction of the Engineer, including cleaning of site.
19	Taking Over of Sections or Parts	48.2 (GCC & PCC)	Not Applicable



		PCC)	
20	Defects Liability Period	49.1 (GCC)	364 days from the effective date of Taking Over Certificate
21	Secured Advance Against Material	60.11 (PCC)	Not Applicable as provision for Mobilization Advance is kept in the Contract.
22	Minimum amount of Interim Payment Certificates (Running Bills)	60.2 (GCC & PCC)	The minimum amount of IPC Rs. 10 million
23	Time for Certification of Interim Payment Certificate by the Engineer	60.2 (GCC & PCC)	28 days from receipt of monthly statement from the Contractor
24	Retention Money	60.3 (GCC)	10% of the amount of Interim Certificate until the amount so retained reaches the limit of Retention Money.
25	Limit of Retention Money	60.3 (GCC)	10% of Contract Price stated in the Letter of Acceptance
26	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10 (GCC & PCC)	28 days
27	Rate of interest on delayed payment	60.10 (GCC & PCC)	Interest on delayed payment is not payable
28	Mobilization Advance (Interest Free)	60.12 (PCC)	<p>15% of Contract Price stated in the Letter of Acceptance against a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan or an insurance company having at-least AA rating from PACRA/JCR.</p> <p>First Installment: 50% of total Advance Payment shall be made after fulfilling all the requirements provided in Conditions of the Contract.</p> <p>Second Installment: Remaining 50%, on mobilization of Plant, equipment and material and other resources at site by the Contractor to the satisfaction of the Engineer.</p>
29	Recovery of Mobilization Advance	60.12 (PCC)	From Three consecutive IPCs starting from first IPC in equal instalments
30	Notice to Employer & Engineer	68.2 (GCC)	<p>The Employer's Address is:</p> <p><b><i>The Project Director Rehabilitation of Old Town of Gwadar Gwadar Development Authority Office of the Project Director, Engineering Section, Marine Drive, Gwadar Telephone : +92 (86) 920 1010 Email : <a href="mailto:engineering@gda.gov.pk">engineering@gda.gov.pk</a></i></b></p> <p>The Engineer's Address is: (To be notified)</p>
31	Currency of Contract		Pak. Rs. (PKR)

**BB-1**  
**APPENDIX-B TO BID**

**FOREIGN CURRENCY REQUIREMENTS**

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.
  
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums \_\_\_\_\_%.
  
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	_____
Euro	_____
Japanese Yen	_____
U.K. Pound	_____
U.S. Dollars	_____
_____	_____
_____	_____

**BC-1**  
**APPENDIX-C TO BID**

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

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

<b>Cost Element</b>	<b>Description</b>	<b>Weightages</b>	<b>Applicable index</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
(i)	Fixed Portion	0.78	
(ii)	Local Labour	0.09	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin for Gwadar
(iii)	Reinforcement Steel	0.06	“ “ “
(iv)	High Speed Diesel (HSD)	0.07	As per the rates fixed by Oil & Gas Regulatory Authority (OGRA)
		<b>1.00</b>	

**Notes:-**

- 1) The base cost Indices or prices shall be those applying to 28 days prior to the latest day for submission of this bids, Current Indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices of prices of materials other those given above shall not be subject to adjustment of Contract price.

**BILL OF QUANTITIES**

**Refer to Volume-IV  
of Bidding Document**

**BE-1**  
**Appendix-E to Bid**

### PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart and Primavera (level III) showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

A separate Bar Chart Showing monthly percentage progress showing major activities related to Cost of Project as per Specimen below be attached which will be considered as "Scheduled Progress" throughout the currency of Contract unless revised with the approval of Client.

S/No.	Activity	Months											
		1	2	3	4	5	-	-	-	-	-	-	12
	ABC												
	XYZ												
	Percentage Scheduled Progress	5%	10%	17%	20%	30%	-	-		-	-	-	100%

**BF-1**  
**Appendix-F to Bid****METHOD OF PERFORMING THE WORK**

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

**BG-1**  
**Appendix-G to Bid****LIST OF MAJOR EQUIPMENT - RELATED ITEMS**

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

**BG-2**  
**Appendix-G to Bid****LIST OF MAJOR EQUIPMENT**

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



**BH-1**  
**Appendix-H to Bid****CONSTRUCTION CAMP AND HOUSING FACILITIES**

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

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

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

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

**BI-1**  
**Appendix-I to Bid****LIST OF SUBCONTRACTORS**

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

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

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

**BJ-1**  
**Appendix-J to Bid****ESTIMATED PROGRESS PAYMENTS**

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

<b>Quarter/ Year/ Period</b>	<b>Amounts (1,000 Rs.)</b>
<b>1</b>	<b>2</b>
1 <sup>st</sup> Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
<b>Bid Price</b>	

**BK-1**  
**Appendix-K to Bid**

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

**BL-1**  
**Appendix-L to Bid**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## **FORMS**

- **BID SECURITY**
- **FORM OF PERFORMANCE SECURITY**
- **FORM OF CONTRACT AGREEMENT**
- **FORM MOBILIZATION ADVANCE  
GUARANTEE**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
Name of Principal (Bidder) with Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**SURETY (Bank)**

WITNESS:

Signature \_\_\_\_\_

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

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

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

\_\_\_\_\_  
Name, Title & Address



**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee/ Insurance Bond)**

Guarantee/ Bond No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

We, \_\_\_\_\_ (the Guarantor/ Insurer), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

\_\_\_\_\_  
Guarantor (Bank/ Insurance Company)

Witness:

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

Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor/ Insurer (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 2022 between **PROJECT DIRECTOR**, through **GWADAR DEVELOPMENT AUTHORITY, GWADAR** (hereafter called the "Employer") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that **REHABILITATION OF OLD TOWN GWADAR (PHASE-I) - ROAD WORKS (PACKAGE-IA) - CONSTRUCTION / BLACKTOPPING OF MAIN ROAD FROM NIGORI WARD TO DHORIA ALONG EASTBAY EXPRESSWAY FOR REHABILITATION OF OLD TOWN GWADAR** should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (i) The Contract Agreement (if completed);
  - (ii) The Letter of Acceptance;
  - (iii) Addenda, if any
  - (iv) The completed Form of Bid;
  - (v) Special Stipulations (Appendix-A to Bid);
  - (vi) Specifications - Special Provisions
  - (vii) The Particular Conditions of Contract - Part II;
  - (viii) The General Conditions - Part I;
  - (ix) The Drawings
  - (x) Specifications - Technical Provisions
  - (xi) The completed Appendices to Bid (B, C, E to L);
  - (xii) The priced Bill of Quantities (Appendix-D to Bid);
  - (xiii) \_\_\_\_\_ (any other).
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of EMPLOYER

For and on behalf of CONTRACTOR

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Name:**

**Name:**

**Designation:**

**Designation:**

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_  
(Name, Title and Address)

\_\_\_\_\_  
(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS **PROJECT DIRECTOR** through **GWADAR DEVELOPMENT AUTHORITY, GWADAR** (hereinafter called the 'Employer') has entered into a Contract for **REHABILITATION OF OLD TOWN GWADAR (PHASE-I) - ROAD WORKS (PACKAGE-IA) - CONSTRUCTION / BLACKTOPPING OF MAIN ROAD FROM NIGORI WARD TO DHORIA ALONG EASTBAY EXPRESSWAY FOR REHABILITATION OF OLD TOWN GWADAR** (Particulars of Contract) with \_\_\_\_\_ (hereinafter called the "Contractor").

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

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

AND WHEREAS, \_\_\_\_\_ (Scheduled Bank in Pakistan) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

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

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

**GUARANTOR**

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

**WITNESS**

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

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

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