



KHYBER PAKHTUNKHWA CITIES IMPROVEMENT PROJECT
PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION CONSULTANTS
MINCONSULT SDN BHD
JOINT VENTURE
CREATIVE ENGINEERING CONSULTANTS



Ref: KPCIP/PMCSC/RE/ATD/LOT-1/116

Date: 4th October 2023

Syed Fawad Aman
Project Manager
M/s Reliable-JHK (JV)
Sherwan Road, Near Shimla Hill Park
Abbottabad, KPK, Pakistan.

Project: **KHYBER PAKHTUNKHWA CITIES IMPROVEMENT PROJECT (KPCIP):**
OCB/KPCIP/CW-01: Development of Urban / Green Spaces and Parks: Lot-1:
Pedestrianization of Market in Old City Centre; and Urban / Green Space
Initiatives – Sherwan Adventure Family Park, Abbottabad.

Subject: **Response to Notice Under Sub-Clause 20.1 of Contract (To be read in**
conjunction with sub clause 1.9, 2.1 & 8.4 of COC)

Reference:	1. KPCIP/PMCSC/RE/ATD/LOT-1/112	Dated: 29 th August 2023	(i)
	2. KPCIP/PMCSC/RE/ATD/LOT-1/110	Dated: 8 th August 2023	(ii)
	3. KPCIP/PMCSC/RE/ATD/LOT-1/107	Dated: 27 th July 2023	(iii)
	4. KPCIP/PMCSC/RE/ATD/LOT-1/102	Dated: 18 th July 2023	(iv)
	5. KPCIP/PMCSC/RE/ATD/LOT-1/098	Dated: 22 nd June 2023	(v)
	6. KPCIP/PMCSC/RE/ATD/LOT-1/096	Dated: 21 st June 2023	(vi)
	7. KPCIP/PMCSC/RE/ATD/LOT-1/087	Dated: 29 th May 2023	(vii)
	8. KPCIP/PMCSC/RE/ATD/LOT-1/085	Dated: 20 th May 2023	(viii)
	9. KPCIP/PMCSC/RE/ATD/LOT-1/077	Dated: 9 th May 2023	(ix)
	10. KPCIP/PMCSC/RE/ATD/LOT-1/076	Dated: 9 th May 2023	(x)
	11. KPCIP/PMCSC/RE/ATD/LOT-1/065	Dated: 13 th April 2023	(xi)
	12. KPCIP/PMCSC/RE/ATD/LOT-1/060	Dated: 3 rd April 2023	(xii)

This is with reference to your letter No. Reliable-JHK/KPCIP-01/ABT/LOT-01/86 dated 31st August 2023.

1. Firstly, I must highlight that you seem to be confused regarding the Engineer's authority to notify the Contractor as in the second paragraph you seem to be contradicting the point you made in the first paragraph. Nonetheless, the undersigned would like to redirect your attention to the **sub-clause 2.5 (Employer's Claims)** of GCC which states that "If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or **the Engineer** shall give notice and particulars to the Contractor...." This unambiguously establishes the Engineer's authority to issue notices to the Contractor. Furthermore, it is pertinent to mention here that the Engineer has issued several notices/instructions pursuant to Sub Clause 8.7 over time. Regrettably, these notices have not led to a necessary for restoring the project's adherence to the schedule as per sub-clause 8.3 (Programme). Thus, the decision to serve notice for Interim Delay Damages was not taken abruptly but rather as a result of a deliberate and well-considered evaluation. In view above you are requested to reassert your response.

Copy to focal person
C/O